



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 145-78

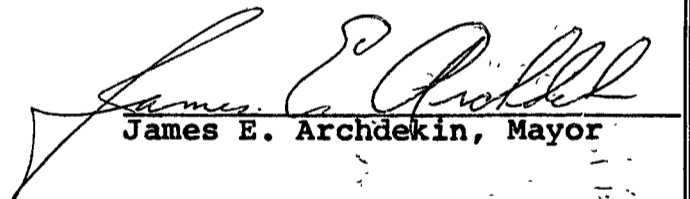
A By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and Bramalea Limited. (TRANSIT)

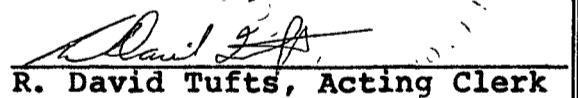
---

The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and Bramalea Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of June, 1978.

  
James E. Archdekin, Mayor

  
R. David Tufts, Acting Clerk

The Corporation of the City of Brampton, (hereinafter called the "Purchaser"), having inspected the Real Property, hereby agrees to and with BRAMALEA LIMITED (hereinafter called the "Vendor") ~~through~~ ~~Vendor's agent;~~ to purchase and the Vendor agrees to and with the Purchaser to sell, ALL AND SINGULAR those lands and premises in the City of Brampton, in the Regional Municipality of Peel, and being composed of Part of Block D , Registered Plan 895 containing approximately 8.5 acres as as Part 1 on the survey attached as shown / outlined in red on Schedule "A" annexed hereto (the "Real Property") upon the terms and conditions hereinafter contained.

1. The purchase price for the Real Property shall be the sum of FIVE HUNDRED NINETY-FIVE THOUSAND-----DOLLARS (\$595,000.00) in lawful money of Canada, payable as follows:

- (a) The sum of ONE THOUSAND DOLLARS ( \$1,000.00 ) by certified cheque to the Vendor with this Offer as a deposit, to be held by such Vendor pending completion or other termination of this transaction, and to be credited on account of the purchase price on closing;
- (b) A further sum of FIVE HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$594,000.00)-----by cash or certified cheque, subject to the usual adjustments, to the Vendor on the date of closing.

2. This Offer is subject to the title to the real property being good and free from all encumbrances, save only any easements for servicing or railway purposes, municipal purposes, registered restrictions, restrictive covenants, municipal by-laws, or governmental enactments provided such are complied with, and any subdivision agreements between the Vendor and the Township of Chinguacousy or City of Brampton, and the restrictions set forth on Schedule "B" annexed hereto. The Purchaser is not to call for the production of any title deeds, abstracts, survey or other evidence of title except such as are in the possession of the Vendor. The Purchaser is to be allowed thirty (30) days from the date of the execution of this agreement to examine the title at its own expense. If within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, then this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and the deposit shall be returned to the Purchaser forthwith. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted title of the Vendor to the real property. The Purchaser acknowledges the restrictions annexed hereto as Schedule "B" which may, at the option of the Vendor, be included in whole or in part, in the deed of conveyance of the real property.

3. This agreement may not be assigned by the Purchaser without the express written consent of the Vendor, which consent may be arbitrarily withheld.

4. This agreement is subject to compliance with the provisions of The Planning Act (Ontario) as may be amended from time to time, and this agreement is subject to the express condition that it shall not be effective to create or convey any interest in land until the provisions of Section 29 of The Planning Act (Ontario) are complied with. The Vendor agrees to use its best efforts to comply with The Planning Act (Ontario) at its expense.

5. This agreement is conditional upon the Vendor, at its own expense, obtaining the consent of Northern Telecom Ltd. on or before the closing date to the sale of the Real Property to the Purchaser, failing which this agreement of Purchase and Sale shall be null and void and the deposit returned to the Purchaser without interest or deduction.

6. The Vendor represents and warrants that it is now and shall at the time of closing be a resident of Canada within the meaning of The Income Tax Act, and it shall deliver on closing an affidavit verifying such residency.

7. It is agreed that all covenants, representations and warranties of the parties herein contained shall not merge on the closing of the transaction or the delivery of the deed, but shall survive thereafter.

8. The transaction of purchase and sale shall be completed on or before the 15th day of August 1978, on which date vacant possession of the real property shall be given to the Purchaser (the "date of closing").

9. Taxes and assessment rates, etc., to be apportioned and allowed to the date of closing.

10. This agreement, when executed by both parties, shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof.

11. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement or the real property or supported thereby other than as expressed herein in writing.

12. Deed to be prepared at the expense of the Vendor.

13. Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired and it shall be sufficient that a negotiable certified cheque may be tendered in lieu of cash.

~~14. The Purchaser agrees not to register the within agreement against the title to the real property.~~

14. At any time following the execution of this agreement, the Purchaser, or its agents, shall have the right to enter upon the Real Property for the purpose of making soil tests. In the event that within the period of thirty (30) days following execution of this agreement the Purchaser establishes, as evidenced by the certificate of a Professional Engineer, that the soil conditions upon the Real Property are unsuitable for the construction of a building to be used by the Purchaser for the purpose of a transit garage and related transit operations, then the Purchaser shall have the right, by notice in writing to the Vendor which notice to be valid shall contain a copy of the Professional Engineer's report in respect thereto, to cause this agreement to be terminated, in which event the deposit shall be returned to the Purchaser without interest or deduction. Following any such soil tests, and in the event of a termination of this agreement, the Purchaser covenants to reinstate the real property to its condition as existed prior to the undertaking of any such soil tests.

IN WITNESS WHEREOF the Purchaser has executed this agreement  
the 26<sup>th</sup> day of June 1978

THE CORPORATION OF THE CITY OF BRAMPTON

Per: James E. Archdekin  
James E. Archdekin Mayor  
D. Tufts  
D. Tufts Acting Clerk

IN WITNESS WHEREOF the Vendor has executed this agreement  
the            day of            19 .

BRAMALEA LIMITED

Per: \_\_\_\_\_  
\_\_\_\_\_

SCHEDULE "B"

1. The Grantee to the intent that this covenant shall run with the lands herein described and any part thereof for itself, its successors and assigns covenants with the Grantor, its successors and assigns, that the Grantee and its successors in title from time to time of all or any part or parts of the said lands will observe and comply with the stipulations, restrictions and provisions herein set forth and that nothing shall be erected, fixed, placed or done upon the said lands or any part thereof in breach or violation or contrary to the fair meaning of the said stipulations, restrictions and provisions contained in this agreement and that the Grantee will have executed by every purchaser from it like covenants so that all persons hereafter holding or claiming under the Grantee shall be bound to observe and comply with the said stipulations, restrictions and provisions.

2. The lands hereby conveyed or any part thereof shall not be used for residential or retail commercial purposes, provided that a caretaker or watchman in connection with any industry or business carried on upon the said lands may reside thereon.

3. NO BUILDING OR ANY ADDITIONS THERETO OR ALTERATIONS HEREOF shall be erected or maintained on the lands herein unless the plans and specifications thereof, including a plot plan showing the location thereof on the lands, and the area to be seeded or sodded including materials to be used and elevation and location including distances from the front, side and rear limits, shall have been first submitted to and approved in writing by the Grantor, which said approval shall be obtained prior to any application to the municipality for a building permit for the erection of any said building provided that such approval shall not be unreasonably withheld; and provided further that if the said plans and specifications for the building to be erected on the said lands by the Grantee shall not be so approved within ten (10) days after the submission thereof by the Grantee, the Grantor shall at the option of the Grantee repay to the Grantee the purchase price of the said lands and the Grantee shall reconvey the same to the Grantor. Every building or erection shall be constructed

strictly in accordance with such plans, specifications and location including the landscaping. In the event that the design and location of company and/or product identification sign or signs are not shown on the plans hereinbefore mentioned, the Grantee shall, prior to erection of such signs, secure the approval in writing of the Grantor, which approval shall not be unreasonably withheld.

NO BUILDING OR ANY ADDITIONS THERETO OR ALTERATIONS THEREOF shall be erected or maintained on the said lands having exposed duct work, air conditioning units, cooling tower, tanks or similar installations unless the same shall first have been approved in writing by the Grantor, such approval not to be unreasonably withheld. Under no circumstances shall Hydro substations and/or transformers be permitted in the front yard.

4. The seeding or sodding in accordance with the plot plan above referred to shall be completed within six months following the completion of the building on the said lands. The Grantee shall provide suitable landscaping in addition to seeding or sodding, in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per acre of land purchased.

The front yard and the flankage shall be sodded except for paved areas. Paved areas shall not constitute more than fifty percent (50%) of the front yard or flankage. The front yard is defined as that portion of lands in front of the building extending across the full width of the lands. The flankage, is defined as that portion of the lands on corner lots, that extends from the flank wall of the building to the edge of the travelled portion of the road. The balance of the land not covered by buildings or paved areas, shall be finish graded, sodded or seeded and be cut at not greater than monthly intervals in the months May to September, inclusive.

5. No building shall be erected or maintained on the said lands, unless the same is constructed in accordance with The Township of Chinguacousy, now the City of Brampton, building regulations and the following:

5. (a) The exterior facing of the front wall and all but one of the remaining walls of such a building shall be constructed of any one, or a combination of two or more of the following materials:

- stainless steel
- glazed or fire clay brick
- facestone, granite or marble natural or manufactured
- decorative glazed terra cotta ceramic veneer
- aluminum
- bronze
- steel with protective glazed enamel finish
- glass
- cellcrete vertical panels
- pre-painted steel siding
- architectural block

(b) No part of the exposed exterior facing of such building, except one potential expansion wall, shall be constructed in whole or in part of any of the following materials:

- unit masonry of plain concrete, architectural blocks or cinder concrete
- plain concrete or plain reinforced concrete
- reclaimed face brick, back up or cement brick
- structural tile
- wood (except sash, frames, doors and trim)

(c) The proposed expansion wall shall be kept painted in a colour closely resembling the remaining walls.

(d) structural steel and reinforced concrete framing shall be suitably finished for appearance and protection.

(e) All driveways, parking and loading areas shall be paved.

6. Any building which shall have been in whole or part destroyed by fire, lightning or tempest, shall either be rebuilt forthwith or all debris removed and the lot restored to a sightly condition in keeping with the other lots, within a reasonable time.

7. Garbage shall be kept and disposed of in a sanitary manner and none shall be placed in or allowed to enter any stream flowing through said lands.

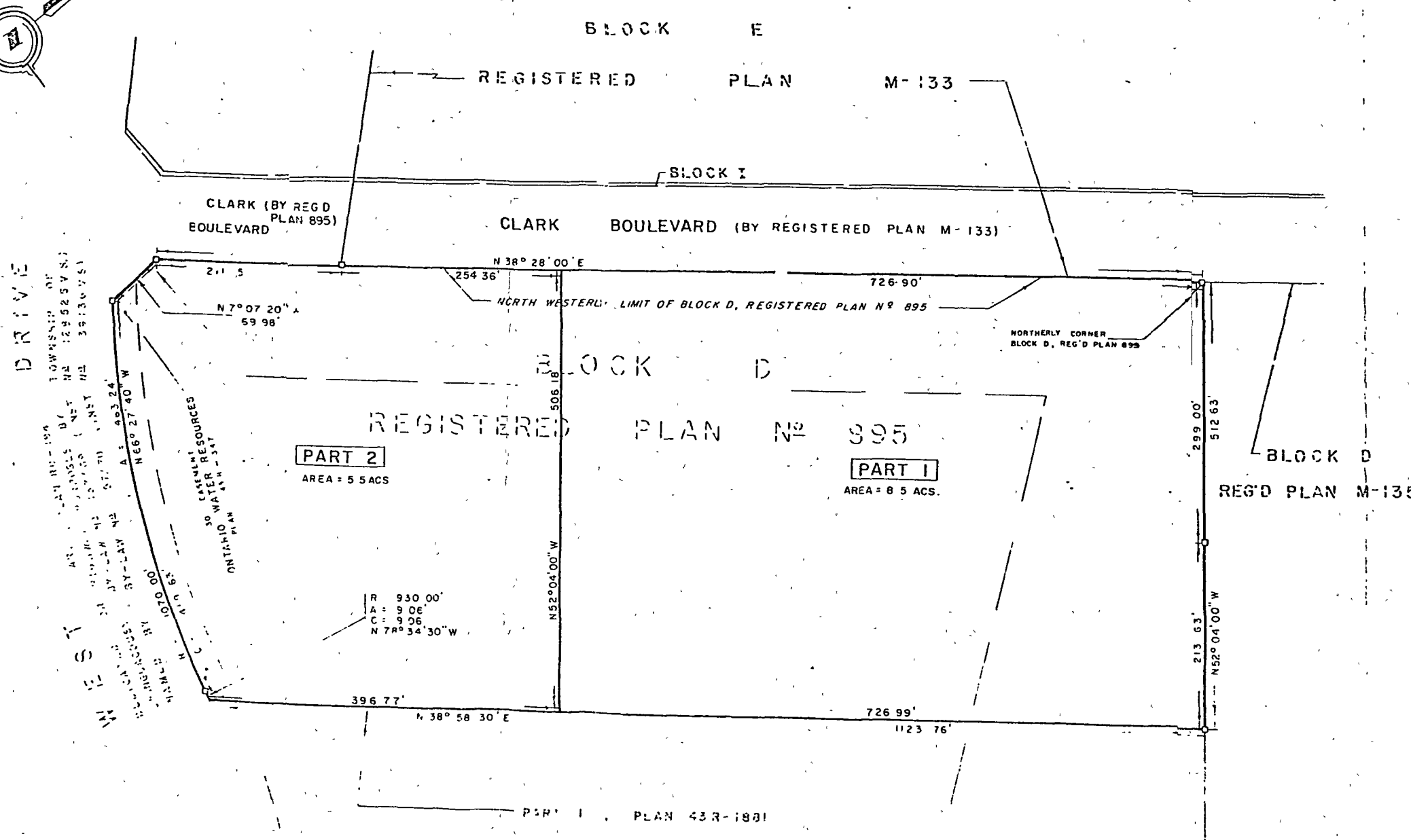
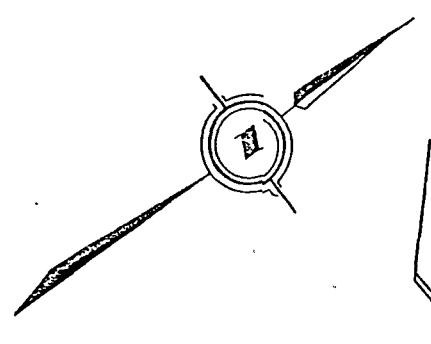
8. No animal livestock or fowl of any kind whatsoever may be kept on the within described property, except that dogs, cats and caged birds (other than pigeons) may be kept as pets only. No breeding of pets for sale shall be carried on upon the said lands.



- 4.
9. No building waste or other material of any kind shall be dumped or stored on the said lands except clean earth.
10. These restrictions shall run with the land and remain in force for a period of fifteen (15) years from the date of closing.
11. The Grantee will so far as is reasonably possible keep the said lands in a neat and tidy condition in the course of the construction of buildings thereon and thereafter and will comply with any reasonable request made by the Grantor in respect of the appearance of the said lands during the construction and thereafter.
12. It is the express intention and agreement of the Grantor and Grantee that there shall be no speculation with respect to all or any portion of the within lands, and that the Grantor shall have, for a period of fifteen (15) years from the date of closing, the option to repurchase at the price per acre paid by the Grantee, any part of the said lands which have not been built upon or utilized for its own purposes by the Grantee and which the Grantee is desirous of selling, leasing or otherwise disposing. Prior to entering into any agreement respecting such a sale, lease or other disposition, the Grantee shall give notice thereof to the Grantor, and the Grantor shall have a period of fourteen (14) days from receipt of such notice to notify the Grantee of its intention to repurchase the lands referred to in the notice, failing which notification by the Grantee, the Grantor shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Grantee of the notice; and in the event that such agreement is not completed, then the within option shall be deemed reinstated. In the event that the Grantor exercises its option, then there shall be a binding agreement of Purchase and sale between the parties to be completed forty-five (45) days after such exercise. The repurchase shall be subject to the express condition that it shall not be effective to create or convey any interest in land until the provisions of Section 29 of The Planning Act (Ontario) are complied with. The Grantee shall grant an extension or extensions of the closing date for the conveyance to the Grantor in order to comply with the Planning Act. In the event the

Grantee refuses or does not diligently proceed to obtain the aforesaid consent, then the Grantor shall have the right to obtain the said consent at the Grantee's expense and the closing date for the conveyance to the Grantor shall be extended to the date on which the said conveyance shall not be in contravention of the Planning Act.

13. Provided always that notwithstanding anything herein contained, the Grantor and its successors shall upon request of the Grantee have power by instrument or instruments in writing from time to time to waive, alter or modify the covenants and restrictions as set out in this Schedule "B" in its application to any part of the said lands in Schedule "A", without notice to the owner of any other lands.



DRIVE

WEST DRIVE  
TOWNSHIP OF  
CLARK (BY REG'D  
PLAN 895)  
BOULEVARD

COMPILED PLAN OF  
PART OF BLOCK D  
REGISTERED PLAN No 895  
TOWNSHIP OF CHINGUACOUSY  
COUNTY OF PEEL  
NOW IN THE  
CITY OF BRAMPTON  
REGIONAL MUNICIPALITY OF PEEL

SCALE: 1" = 100'

NOTES:  
THIS PLAN WAS COMPILED FROM REGISTERED PLAN No 895, REGISTERED  
PLAN M-133, REGISTERED PLAN M-135, AND PLAN 43R-1881

R = 930.00'  
A = 9.06'  
C = 9.06'  
N 78° 34' 30" W

This is Schedule 'A' to an agreement of  
Purchase and Sale entered into between  
Bramalea Limited as Vendor and The  
Corporation of the City of Brampton as Purchaser

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Archibald*  
BRAMALEA LIMITED

DATED APRIL 20, 1978

*J. D. Barnes*  
J. D. BARNES  
ONTARIO LAND SURVEYOR

 J. D. BARNES LIMITED, Surveyors

Cadastral, Geodetic, Photogrammetric and Engineering Surveys  
TORONTO

DRAWN BY J.P.W. CHECKED BY S.L.A. 11 00' REFERENCE 78-41-639-0

PASSED June 26 1978

---

---



# BY-LAW

No. 145-78

A By-law to authorize the execution  
of an Agreement between The Corporation  
of the City of Brampton and Bramalea  
Limited. (TRANSIT)