



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

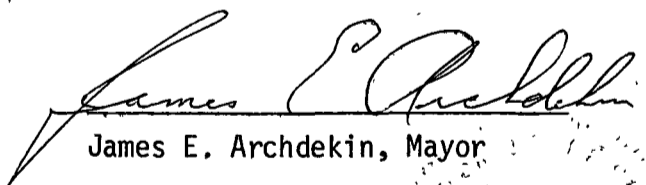
*Number* 153-78

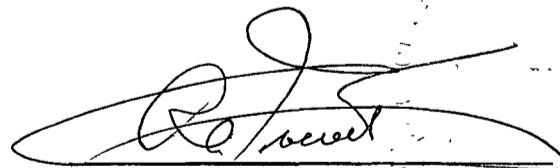
A By-law to authorize the execution of an Agreement between ODG Holdings Limited, Peel-Elder Developments Limited and The Corporation of the City of Brampton.

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 ODG Holdings Limited, Peel-Elder Developments Limited and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of July, 1978.

  
James E. Archdekin, Mayor

  
R. A. Everett, Acting Clerk

PASSED July 10th 1978



# BY-LAW

No. 153-78

Being a By-law to authorize the execution of an Agreement between ODG Holdings Limited, Peel-Elder Developments Limited and The Corporation of the City of Brampton.

MEMORANDUM OF AGREEMENT made in duplicate this *10th*  
day of *July*, 1978.

B E T W E E N

ODG HOLDINGS LIMITED

hereinafter called the 'Owner'

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

AND

PEEL-ELDER DEVELOPMENTS LIMITED

hereinafter called the 'Mortgagee'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands described in Schedule 'A' attached hereto (hereinafter called the 'the lands') and the Owner further warrants that the Mortgagees named above are the only mortgagees of the land;

AND WHEREAS the Owner wishes to develop the land and has agreed to enter into this agreement as a condition of such development;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants contained herein, the parties hereto agree each with the other as follows:

1. The lands affected by this agreement are more particularly described in Schedule 'A' annexed hereto and are hereinafter referred to as 'the lands'.

Lands  
Affected

2. The lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule 'B' to those locations shown on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice to the satisfaction of the City Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owners. The said lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

4. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

5. The Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and other material. The City Engineer may give the Owners twenty-four (24) hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owners forthwith upon being invoiced therefore by the City Engineer.

6. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.

7. The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said lands including the

roof water from the buildings will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the City Engineer.

Detailed grading, building and landscaping plans for the lands shown on Schedule 'B' will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation, and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners shall sod, landscape and fence the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the Owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along Kennedy Road and Steeles Avenue adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building on the lands shown on Schedule 'B' and shall maintain the said landscaping in accordance with good horticultural practice.

9. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

8  
Grading,  
Building  
& Land-  
scaping  
Plans

9.  
Glare

OTHER APPROVALS

10. Regional Services  
Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

11. Hydro Services  
Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. The City shall not issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

12. Road Widening  
The Owner shall prior to the issuance of any building permit convey gratuitously and free of all encumbrances a ten (10) foot road widening along Kennedy Road and the hypotenuse of the visibility triangle at the corner of Kennedy Road and Steeles Avenue in the location shown on Schedule 'B'.

FINANCIAL

13. Taxes  
The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by The Corporation of the City of Brampton.

GENERAL

14. )  
By-laws  
Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.
15. )  
Agreement  
Binding  
The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.
16. )  
Signs  
The Owner agrees that only one pylon type sign shall be erected on the site in the location shown on Schedule 'B'. This sign shall be no higher than the height of the building shown on Schedule 'B' and shall not be of the revolving type nor shall it have any flashing lights thereon.
17. )  
Boulevard  
Lanscaping  
The landscaping plans to be filed pursuant to paragraph 8 hereof shall indicate boulevard landscaping on Kennedy Road and Steeles Avenue in accordance with the City of Brampton's standards for urban boulevards which shall include curbing and filling-in of all existing ditches.
18. )  
Sidewalks  
The Owner acknowledges that the existing sidewalk shown on Schedule 'B' along Steeles Avenue encroaches onto the site. The Owner may either reconstruct this sidewalk on public land or alternatively shall grant to the City an easement in a form satisfactory to the City for the sidewalk in its present location.
19. )  
Mortgagees  
The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

20.  
Left turn  
movements

The Owner shall be permitted left turn in, left turn out traffic movements with respect to the entrance to the lands from Kennedy Road, provided however, that the City reserves the right in the future to restrict such movements, if, in the opinion of the City Engineer, exercised in accordance with proper traffic engineering principles, such movements are the cause of a significant number of accidents at this entrance or the volume of traffic on Kennedy Road increases significantly.

21.  
Successors  
& Assigns

The covenants, agreements, conditions and undertakings herein contained on the part of the Owners shall run with the lands and shall be binding upon them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

IN WITNESS WHEREOF the Owner has hereunto set its hands and seals and the City of Brampton has caused to be affixed its corporate seals attested by the hands of its proper officers duly authorized in that behalf.

ODG HOLDINGS LIMITED

*[Signature]*  
\_\_\_\_\_  
authorized signing officer

THE CORPORATION OF THE CITY OF BRAMPTON

*[Signature]*  
\_\_\_\_\_  
JAMES E. ARCHDEKIN MAYOR  
*[Signature]*  
\_\_\_\_\_  
RALPH A. EVERETT ACTING CLERK

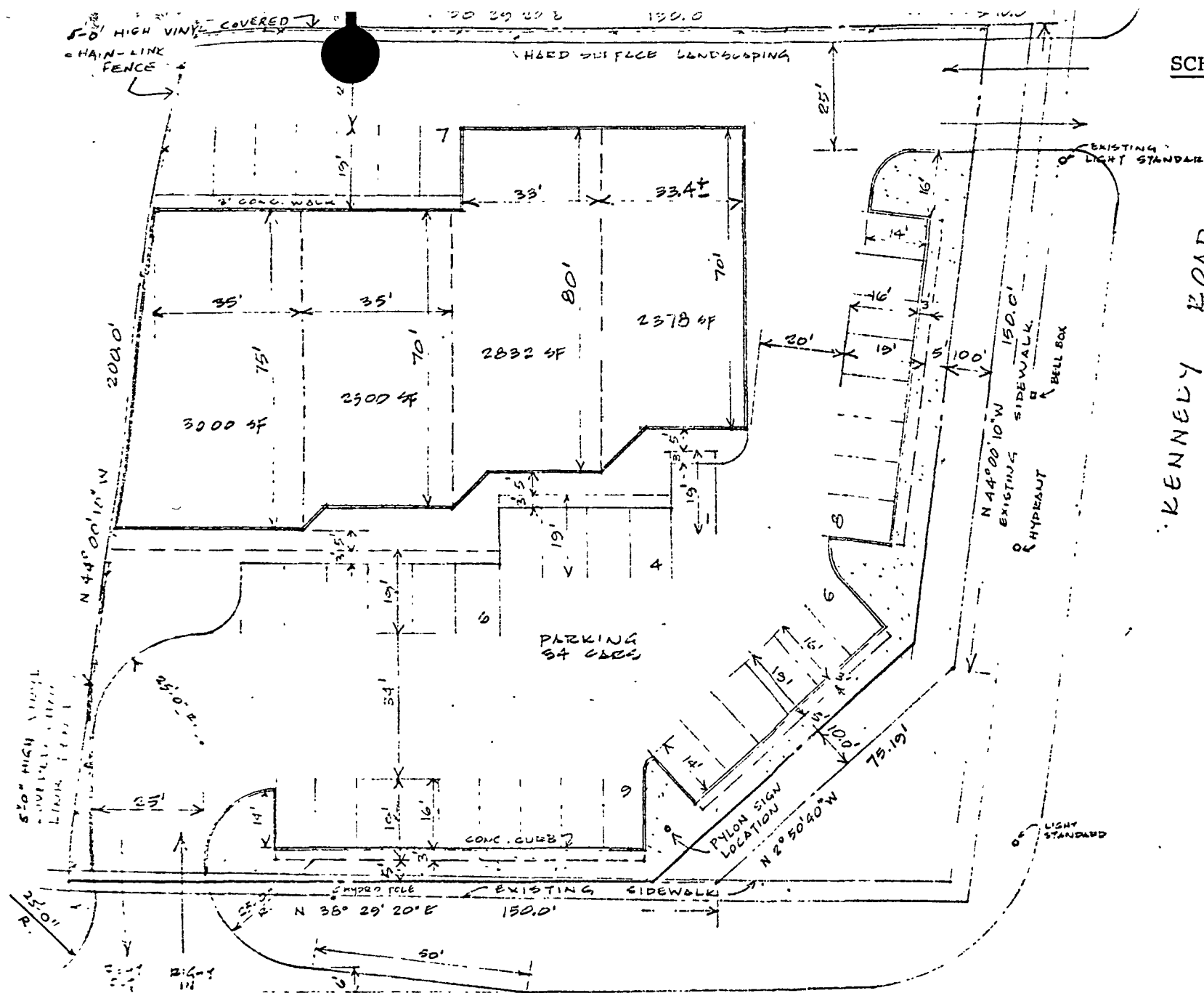
PEEL-ELDER DEVELOPMENTS LIMITED

*[Signature]*  
\_\_\_\_\_  
authorized signing officer



LEGAL DESCRIPTION OF THE LANDS

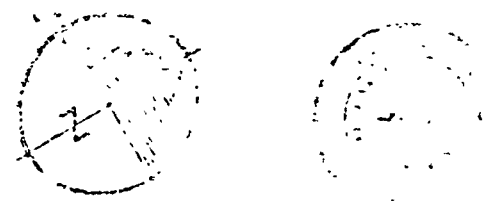
ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton in The Regional Municipality of Peel (formerly in the Town of Brampton in the County of Peel), and being described as the whole of Lot 627 according to a Plan registered in the Land Registry Office for the Registry Division of Peel (No. 43) as Number 695.



SCHEDULE

KENNEDY ROAD

- STATISTICS
- BUDG. AREA - 10,710 SF
  - PARKING SHOWN - 41 CARS



SITE PLAN  
SCALE - 1" = 20'-0"

STEELES AVE.

PROPOSED COMMERCIAL DEVELOPMENT

ORCHARD DEVELOPMENT

KENNEDY RD. & STEELES  
BRAMPTON - ONTARIO

7816 MAY 19/78

REV. JUNE 1/78  
REV. JUNE 5/78

482968

No.

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

In The Land  
Registry Office  
at Brampton,  
Ontario,

1978 JUL 26 PM 3 06

*Vera Porter*  
LAND REGISTRAR

DATED :  
\_\_\_\_\_  
\_\_\_\_\_

ODG HOLDINGS LIMITED

AND

THE CORPORATION OF

THE CITY OF BRAMPTON

\_\_\_\_\_  
A G R E E M E N T  
\_\_\_\_\_

JOHN G. METRAS,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.  
L6V 1A4