



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

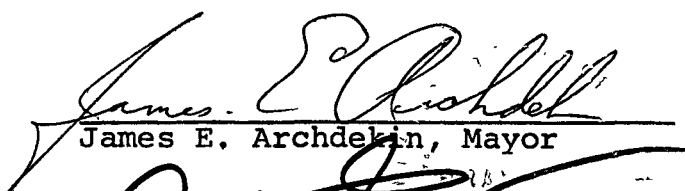
Number 199-78

To authorize the execution of an Agreement between
380125 Ontario Limited and The Corporation of the
City of Brampton.

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

- (1) That the Mayor and the Clerk are hereby
authorized to execute an Agreement
between 380125 Ontario 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 11th day of September, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this ^{11th.}
day of SEPTEMBER, 1978.

B E T W E E N

380125 ONTARIO LIMITED

hereinafter called 'the Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called 'the City'

OF THE SECOND PART

A N D

MAJUL HOLDINGS LIMITED,

hereinafter called 'the Mortgagees'

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 lands') and the Owner further warrants that the Mortgagees named above are the only mortgagees of the land;

AND WHEREAS the Owner has applied to the City for rezoning of the lands and the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in the consideration of the City taking the necessary steps to rezone the lands, 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, provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

Ingress
& Egress

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. Access

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

5. Clean Site

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 Commissioner of Public Works 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 Commissioner of Public Works 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 Commissioner of Public Works.

6. Construction

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.
Storm
Drainage

The final grade of the lands shall be so fixed to the satisfaction of the City Commissioner of Public Works that the surface water originating on or tributary to the 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 Commissioner of Public Works and the Building and Zoning Co-ordinator. If required by the Commissioner of Public Works, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Commissioner of Public Works 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 Commissioner of Public Works.

8.
Grading,
Building
& Land-
scaping
Plans

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 Commissioner of Public Works, the Commissioner 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 Commissioner 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 Commissioner of Public Works 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 of all road allowances adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Commissioner 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 lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

OTHER APPROVALS

10. 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. 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.

FINANCIAL

12. 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.

13. The Owner shall pay to the City, prior to the issuance of any building permits, in addition to normal permit fees and all other levies and charges set out herein, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region the amount of Six Hundred Dollars

(\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

14.

Archi-
tecture
Control
Commit-
tee

The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.

15.

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.

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.

17.

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.

18. 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.

Successors & Assigns

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.

380125 ONTARIO LIMITED

[Signature]
TITLE

[Signature]
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR

[Signature]
of CLFRK

MAJUL HOLDINGS LIMITED

Per: [Signature]
[Signature]

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 Township of Chinguacousy, in the County of Peel) in the Province of Ontario, and being composed of Part of Block "B" according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as number 720 and which said parcel of land may be more particularly described as follows:

BEGINNING at a standard iron bar planted in the easterly limit of Bramalea Road at the southerly corner of the said Block "B";

THENCE North 44 degrees 13 minutes west along the easterly limit of Bramalea Road 151.55 feet to an iron bar planted;

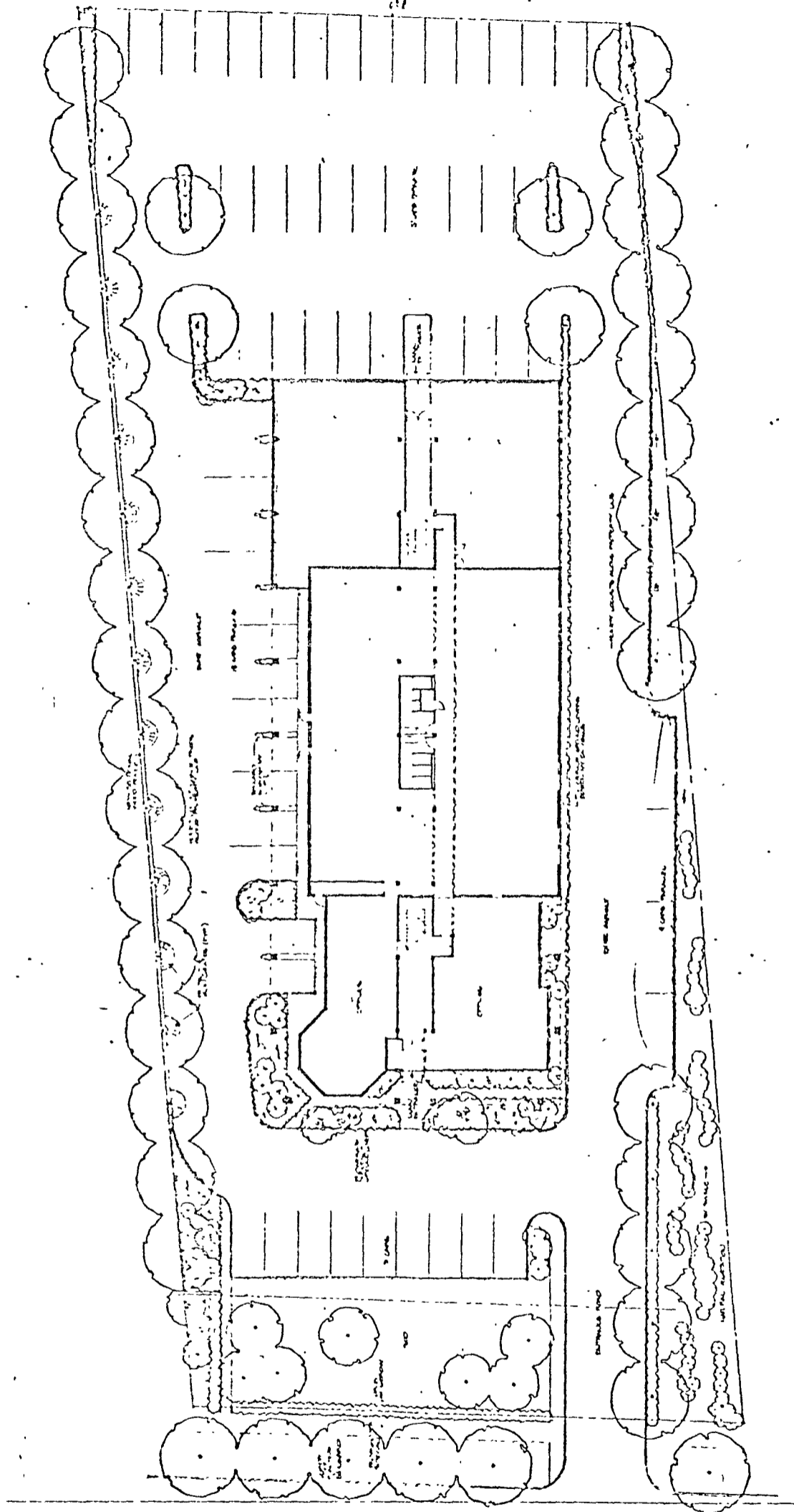
THENCE North 39 degrees 12 minutes 00 seconds east 380.54 feet to an iron bar planted;

THENCE South 44 degrees 11 minutes 30 seconds east 151.55 feet to an iron bar found in the southerly limit of Block "B";

THENCE South 39 degrees 12 minutes 00 seconds west 380.75 feet more or less to the point of commencement.

SUBJECT TO an easement in favour of The Corporation of the Township of Chinguacousy (now the City of Brampton) for purposes of sanitary sewers and storm sewers over the westerly 30 feet;

AND SUBJECT TO an easement in favour of The Corporation of the Township of Chinguacousy (now the City of Brampton) for surface drainage purposes over the southerly 30 feet.



DEVELOPMENT AGREEMENT
 Schedule 'B'



Drawn	b.k
Date	1978-08-23
File No.	C5E1.3
Dwg. No.	A 64-31

Legend

Scale

1:185

CITY OF
BRAMPTON
 PLANNING
 DEPARTMENT

DATED: _____

380125 ONTARIO LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

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

PASSED September 11th 19 78.



BY-LAW

No. 199-78

To authorize the execution of an Agreement
between 380125 Ontario Limited and The
Corporation of the City of Brampton.

A-LAW 199-78

MEMORANDUM OF AGREEMENT made in duplicate this 11th day of September , 1978.

B E T W E E N

380125 ONTARIO LIMITED

hereinafter called 'the Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called 'the City'

OF THE SECOND PART

A N D

MAJUL HOLDINGS LIMITED,

hereinafter called 'the Mortgagees'

OF THE THIRD PART

WHEREAS the Owner changed its name from Harstan Investments Inc. to 380125 Ontario Limited by Articles of Amalgamation, effective 15 March 1978, deposited in the Land Registry Office for the Registry Division of Peel (No. 43) on 11 January 1979 as Instrument Number 502695;

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

AND WHEREAS the Owner has applied to the City for rezoning of the lands and the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in the consideration of the City taking the necessary steps to rezone the lands, the parties hereto agree each with the other as follows:

1.
Lands
Affected

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

2. The lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement, provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

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 Commissioner of Public Works 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 Commissioner of Public Works 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 Commissioner of Public Works.

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.
Storm
Drainage

The final grade of the lands shall be so fixed to the satisfaction of the City Commissioner of Public Works that the surface water originating on or tributary to the 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 Commissioner of Public Works and the Building and Zoning Co-ordinator. If required by the Commissioner of Public Works, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Commissioner of Public Works 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 Commissioner of Public Works.

8.
Grading,
Building
& Land-
scaping
Plans

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 Commissioner of Public Works, the Commissioner 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 Commissioner 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 Commissioner of Public Works 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 of all road allowances adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Commissioner 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 lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

OTHER APPROVALS

10. 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. 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.

FINANCIAL

12. 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.

13. The Owner shall pay to the City, prior to the issuance of any building permits, in addition to normal permit fees and all other levies and charges set out herein, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region the amount of Six Hundred Dollars

(\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

14.

Archi-
tural
Control
Commit-
tee

The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.

15.

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.

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.

17.

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.

18. 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.

380125 ONTARIO LIMITED

[Signature]
AUTHORIZED SIGNING OFFICER TITLE

[Signature] Sec
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR

[Signature]
of CLERK

MAJUL HOLDINGS LIMITED

Per: *[Signature]*
AUTHORIZED SIGNING OFFICER

[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 Township of Chinguacousy, in the County of Peel) in the Province of Ontario, and being composed of Part of Block "B" according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as number 720 and which said parcel of land may be more particularly described as follows:

BEGINNING at a standard iron bar planted in the easterly limit of Bramalea Road at the southerly corner of the said Block "B";

THENCE North 44 degrees 13 minutes west along the easterly limit of Bramalea Road 151.55 feet to an iron bar planted;

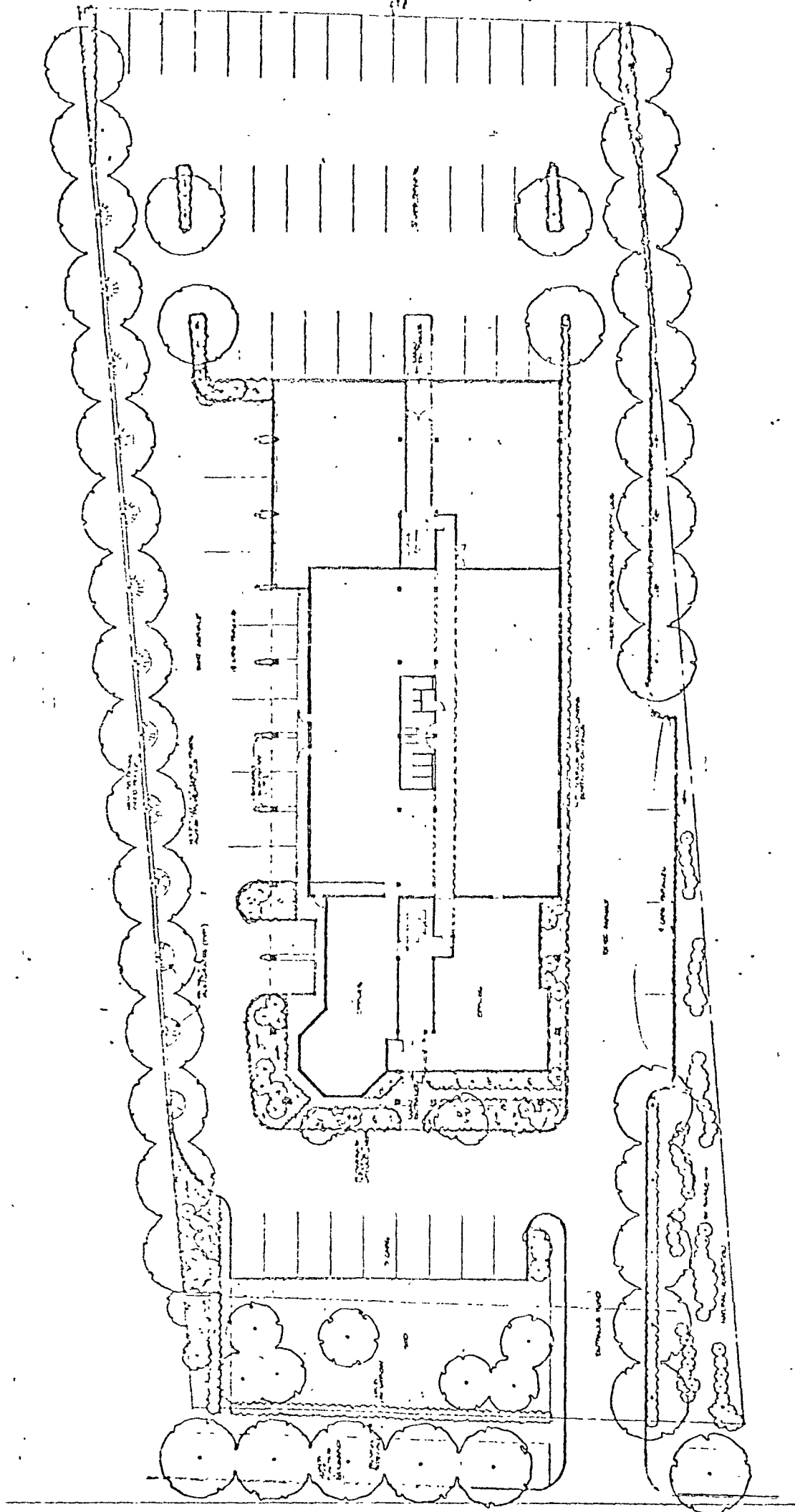
THENCE North 39 degrees 12 minutes 00 seconds east 380.54 feet to an iron bar planted;

THENCE South 44 degrees 11 minutes 30 seconds east 151.55 feet to an iron bar found in the southerly limit of Block "B";

THENCE South 39 degrees 12 minutes 00 seconds west 380.75 feet more or less to the point of commencement.

SUBJECT TO an easement in favour of The Corporation of the Township of Chinguacousy (now the City of Brampton) for purposes of sanitary sewers and storm sewers over the westerly 30 feet;

AND SUBJECT TO an easement in favour of The Corporation of the Township of Chinguacousy (now the City of Brampton) for surface drainage purposes over the southerly 30 feet.



DEVELOPMENT AGREEMENT

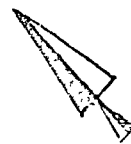
Schedule 'B'

Legend

Scale

1:185

N



Drawn	b.k.
Date	1978-08-23
File No.	C5E1.3
Dwg. No.	A 64-31

**CITY OF
BRAMPTON**

PLANNING
DEPARTMENT

510144

No.
Registry Division of Peel (No. 43).
I CERTIFY that this instrument is registered as of

1979 APR 2 PM 12 13

In The Land
Registry Office
at Brampton,
Ontario.

Nera Forter
LAND REGISTRAR

DATED: 11 Sept 1978

380125 ONTARIO LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

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