



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 285-79

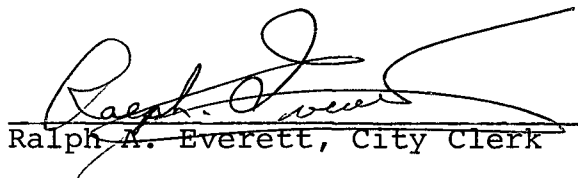
To authorize the execution of an Agreement between Lake Manor Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Doris Ruby Peatson.

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 Lake Manor Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Doris Ruby Peatson, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of October, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
10th day of OCTOBER, 1979.

B E T W E E N :

LAKE MANOR HOLDINGS 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

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

DORIS RUBY PEATSON

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule A annexed hereto (herein called 'the lands') and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for a rezoning of the land 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 consideration of the City taking the necessary steps to rezone the lands, the parties hereto agree each with the other as follows:

1. Provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives approval of the Ontario Municipal Board, the Owner, in addition to any other requirements of this agreement, covenants and agrees that the lands shall be developed only in accordance with the site plan annexed hereto as Schedule B to this agreement and further covenants and agrees to provide the services, works, landscaping, facilities and matters referred to in this agreement and shown on the site plan and all other plans required to be filed and approved pursuant to this agreement, and to maintain such services, works, landscaping, facilities and matters to the satisfaction of the City and in default thereof, the provisions of Section 469 of The Municipal Act, R.S.O. 1970, Chapter 284 shall apply.

Site
Plan

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

2. For the purpose of this agreement, the Commissioner of Public Works shall mean with respect to all sanitary sewer and water services and Regional roads and storm drainage on Regional roads and any other Regional matter, the Commissioner of Public Works for The Regional Municipality of Peel and with respect to all other matters contained in this agreement, shall mean the Commissioner of Public Works for the City of Brampton.

Commis-
sioner
of Public
Works

3. The Owner shall restrict the means of vehicular
Ingress ingress and egress to those locations indicated on Schedule
& Egress B. All ramps, driveways and parking areas used in
 conjunction therewith shall be asphalted and constructed in
 accordance with sound engineering practice and to the
 satisfaction of the Commissioner of Public Works and
 this work shall be completed before occupancy of any
 part of the building is permitted by the Owner. The
 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 access for construction purposes as the Commissioner of
 Public Works may approve.

5. During construction, the Owner agrees to employ
Clean and keep employed a sufficient number of sweepers or
Site 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 mud. The Commissioner of Public
 Works may give the Owner twenty-four hours notice to
 remove and clean up any earth and mud from such pavement
 and sidewalks and in default the Commissioner of Public
 Works may cause such work to be done either by the
 Municipality's own equipment and employees or by an
 independent contractor and the cost thereof shall be paid
 by the Owner forthwith upon being invoiced therefore by
 the Commissioner of Public Works.

6. The Owner will be responsible for any damage
Construc- caused to the roadways, curbs, pavements, boulevards
tion or plantings thereon caused by the construction carried
 out on the Owner's site by the Owner, its agents, servants,
 employees, subcontractors or material suppliers.

7. The final grade of the lands shall be so fixed to the satisfaction of the 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 said Commissioner. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Commissioner and the City Commissioner of Buildings & By-law Enforcement 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 said Commissioner.

8. Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the Commissioner of Public Works, the Commissioner of Parks and Recreation, and the Commissioner of Buildings and By-law Enforcement prior to the issuance of any building permits. The landscaping plans shall include landscaping for the portion of the boulevard on all highways abutting the lands shown on Schedule B which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule B. The Owner shall sod and landscape 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 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. All existing trees to be retained (as shown on the landscape plan) shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City Commissioner of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve (12) months following the issuing of a building permit for the building shown on Schedule B. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

9. Fencing The Owner shall construct or erect fencing as and where required by the Commissioner of Parks and Recreation and the location and type of fencing shall be indicated on the landscaping plans to be approved by the said Commissioner and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to occupancy.

OTHER APPROVALS

10. Regional Services Prior to commencement of any works, the Owner shall enter into such agreements as may be required by 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, regional roads within or affected by the plan and necessary

improvements thereto, 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 service to the lands; and necessary appurtenances to service the lands and such other matters as the said authority shall require. The City shall not be obligated to 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.

Credit
Valley
Conser-
vation
Author-
ity

Prior to the commencement of any works, the Owner shall enter into such agreements as may be necessary with the Credit Valley Conservation Authority dealing with, among other things, the top-of-bank line, the method to minimize erosion and siltation, the slope stability, the provision of engineering and drainage reports, the placing or removal of fill, erection of snow fence on the land and other matters as the Authority may require. The City shall not issue any building permits until provided with confirmation from the Authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

13. The Owner shall pay to the City prior to the registration of the plan, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount equal to four per cent (4%) of the total cost of the works to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the works is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand Dollars (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated costs of the works for which each of the City and the Region is responsible. In the event that the total cost of the works cannot be accurately determined prior to registration of the plan, the Owner shall file with the City at the time of registration of the plan a deposit based on the estimated cost of the total works as approved by the City Commissioner of Public Works and that deposit shall be adjusted by additional payments or refunds based on the actual total cost of the work prior to the issuance of any building permits within the plan.

14. The Owner shall insure against all loss or damage or claims for loss or damage with an insurance company satisfactory to the City. Such policy or policies shall:

Admini-
stration
Fees

Insur-
ance

(a) be issued in the joint names of the Owner and the City and the Region (or include as additional insureds the City and the Region);

- (b) provide insurance coverage in respect of any one accident or occurrence in the amount of at least \$1,000,000.00, exclusive of interest and costs;
- (c) be effective for the period of this agreement, including the period of guaranteed maintenance;
- (d) contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- (e) contain no exclusions for damage or loss from blasting or from any other work that may be associated with the development and construction of a subdivision; and
- (f) contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days written notice being given to the City.

The Owner shall deposit with the City prior to registering the plan, a certified copy of the insurance policy or a certificate of insurance in a form acceptable to the City.

If required by the City, the Owner shall prove to the satisfaction of the City, that all premiums on such policy or policies have been paid and that the insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be

entitled to either renew the policy at the expense of the Owner or to order that all work on the lands within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

15. The Owner agrees that all municipal taxes in
Taxes 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.

16. The Owner agrees to provide security in a
Securi- form satisfactory to the City Treasurer in an amount
ties equal to One Hundred Per Cent (100%) of the cost of all works on public land and all landscaping and fencing required to be performed by this agreement as estimated by the Commissioner of Public Works to ensure the performance of such work and the security required hereby shall be provided prior to the issuance of any building permits.

OTHER

17. All floodlighting on the land shall be designed
Glare and oriented so as to minimize glare on adjacent roadways and other properties.

18. The Owner agrees that no signs shall be permitted
Signs on the lands other than those signs the height, placement, location and design of which have been approved by the Commissioner of Planning and Development and the Commissioner of Buildings & By-law Enforcement. The Owner acknowledges that a building permit will not be issued until the sign height, placement, location and design have been so approved.

19. The Owner shall convey the following land to
Convey- the City and the Region respectively for a nominal
ances consideration of One Dollar (\$1.00) free of all
 encumbrances at no expense to the City or the Region:

- TO THE CITY

- (a) seventeen (17) foot road widening along
 McLaughlin Road South in the location shown
 on the site plan
- (b) land adjacent to Fletcher's Creek shown
 hatched on the site plan

- TO THE REGION

- (c) twenty-seven (27) foot road widening along
 Queen Street West together with the daylight
 triangle at the intersection of Queen Street
 West and McLaughlin Road South, both of which
 are shown on the site plan.

20. The Owner shall construct and complete at its
Engineer- own expense the following works in a location and in
ing accordance with plans and specifications approved by the
Works Commissioner of Public Works for the City or the Region
 as the case may be:

- (a) a left turn lane on Queen Street West.
- (b) the reconstruction of sidewalks adjacent to the
 lands if required by the Commissioner of Public Works.

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

- (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.

22. The Owner shall carry out continuous maintenance
Other to the satisfaction of the Commissioner of Public Works on
Lands of the balance of the Owner's land lying to the south of the
the lands shown on the site plan for development. This
Owner maintenance shall include weed control by annual spraying,
 grass and weed cutting to maintain a height not exceeding
 six (6) inches, cleanliness of this land by removal of
 debris and maintenance of any approved drainage through
 grading when required by the Commissioner of Public Works.

23. Notwithstanding any of the provisions of this
By-laws agreement, the Owner, its successors and assigns, shall
 be subject to all of the by-laws of the City of Brampton

presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

24. The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

Entry
on the
Lands

25. The lands more particularly described in Schedule A annexed hereto are the lands affected by this agreement.

Lands
Affected

26. 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.

Agreement
Binding

27. The Mortgagees join herein to consent to the Mortgagees 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.

Mortgagees

28. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or the Region of Peel.

Successors
& Assigns

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

LAKE MANOR HOLDINGS LIMITED

V. Loh PRES.
TITLE
H. Boley sec.
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR
Ralph A. Everett
RALPH A. EVERETT CLERK

AUTHORIZATION BY-LAW
NUMBER 285-79
PASSED BY CITY
COUNCIL ON THE 10th
DAY OF OCTOBER 19 79.

AUTHORIZATION BY-LAW
NUMBER.....212-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....8.....
DAY OF November..... 19 79.....

THE REGIONAL MUNICIPALITY OF PEEL

Frank Bean
Chairman
Doris Ruby Peatson
clerk
DORIS RUBY PEATSON

SIGNED, SEALED & DELIVERED)
IN THE PRESENCE OF:)

[Signature])

Doris Ruby Peatson)

AFFIDAVIT OF SUBSCRIBING WITNESS

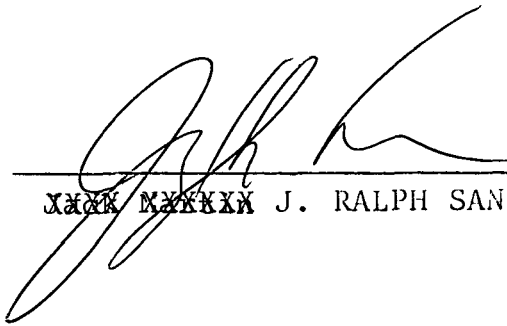
I, ~~XXXX MARTIN~~ ✓ J. RALPH SANDERSON
of the City of Brampton
in the Regional Municipality of Peel
make oath and say:

I am a subscribing witness to the attached instrument
and I was present and saw it executed at **BRAMPTON**
by Doris Ruby Peatson

I verily believe that each person whose signature I
witnessed is the party of the same name referred to in
the instrument.

SWORN before me at the
City of Brampton
in the Regional
Municipality of Peel
this 4th day of
December, 1979.


A Commissioner, etc.



~~XXXX MARTIN~~ J. RALPH SANDERSON

SCHEDULE A

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 and Regional Municipality of Peel, formerly the Township of Chinguacousy and County of Peel, being composed of Part of the West Half of LOT FIVE in the First Concession West of Hurontario Street of the Township of Chinguacousy, now the City of Brampton, the boundaries of which said parcel may more particularly be described as follows; and

PRELISING that the Northwesterly limit of the said West Half of the said Lot Five has an assumed astronomic governing bearing of North 38 degrees 04 minutes 10 seconds East, and relating all bearings quoted hereinthereto;

COMMENCING at a point in the said Half Lot, which point may be located in the following manner;

BEGINNING at a standard iron bar planted marking the most Westerly angle of the said West Half of the said Lot Five;
THENCE South 45 degrees 11 minutes 30 seconds East, along the Southwesterly limit of the said Half Lot, 415.00 feet;
THENCE North 44 degrees 49 minutes 00 seconds East, 17.00 feet, to the point of commencement;

THENCE continuing North 44 degrees 49 minutes 00 seconds East, 349.58 feet, more or less, to an iron bar planted in the line of a post and wire fence;

THENCE North 46 degrees 25 minutes 30 seconds West, along the said fence line and its production Northwesterly 259.75 feet, more or less, to an iron bar planted in the Southwesterly limit of the 20 foot easement by By-Law # 542;

THENCE North 63 degrees 04 minutes 20 seconds West, along the last said limit 153.14 feet, more or less, to a standard iron bar planted at the intersection thereof with a line drawn parallel to and distant 27 feet measured Southeasterly at right angles from the Southeasterly limit of the Road Allowance between the West Halves of Lots Five and Six in the said Concession, known as Queen Street West, as widened by Deposited Plan # 47989;

THENCE South 53 degrees 10 minutes 40 seconds West, along the last said parallel line, 73.49 feet, more or less, to an iron bar planted at the intersection thereof with a line drawn parallel to and distant 27.00 feet measured Southeasterly from the said Northwesterly limit of the said Half Lot;

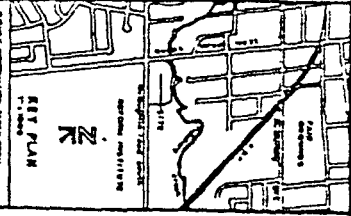
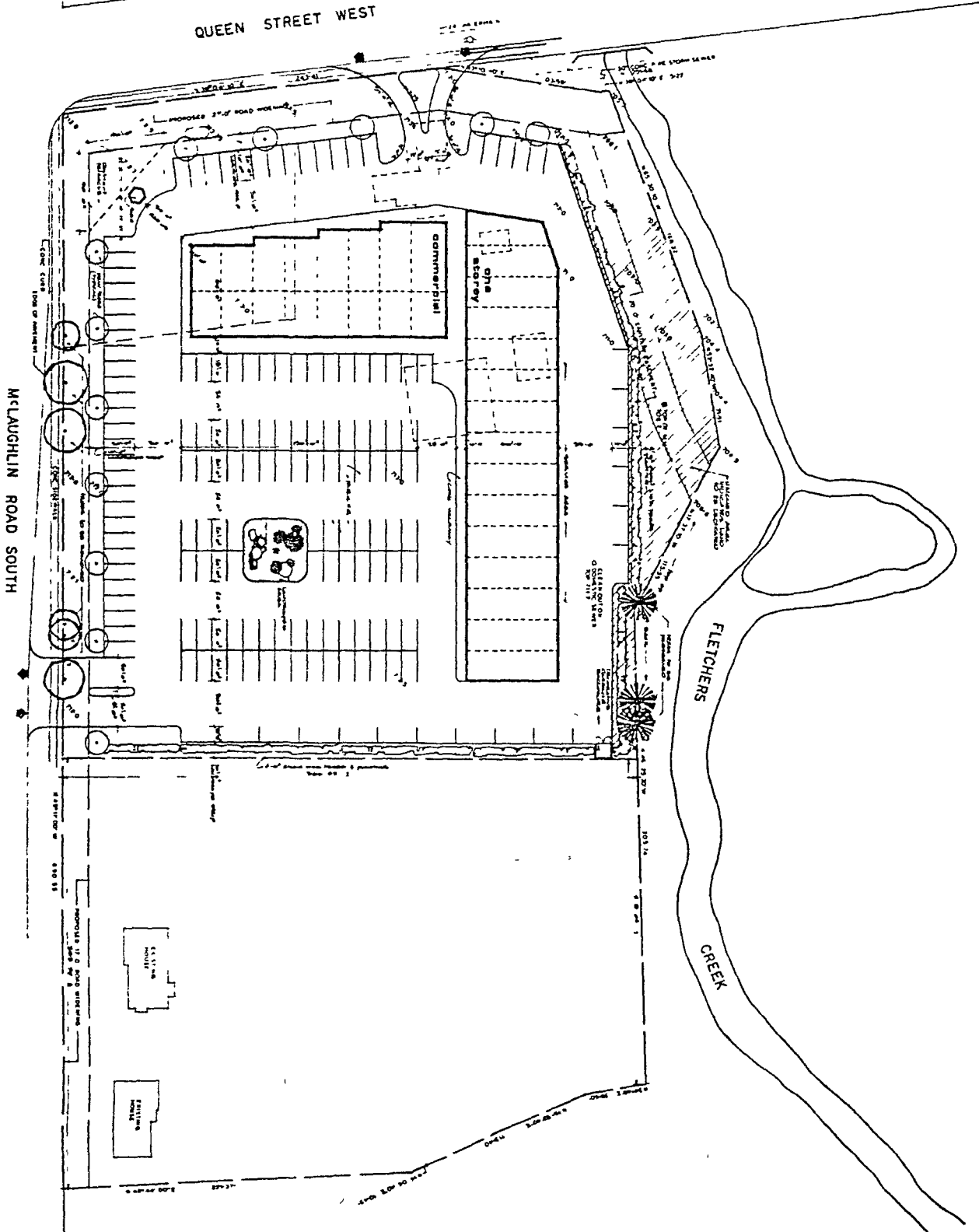
THENCE South 38 degrees 04 minutes 10 seconds West, along the last said parallel line, 175.90 feet;

THENCE South 3 degrees 33 minutes 40 seconds East, 74.74 feet, more or less, to a point in a line drawn parallel to and distant 17.00 feet, measured Northeasterly at right angles from the said Southwesterly limit of the said Half Lot;

THENCE South 45 degrees 11 minutes 30 seconds East, along the last said parallel line, 339.82 feet, more or less, to the point of commencement.



SCHEDULE B



SITE PLAN
1:1 Scale
DATE: 11/11/10
DRAWN BY: [Name]
CHECKED BY: [Name]

PROPOSED DEVELOPMENT
COMMERCIAL DEVELOPMENT
FOR LAKELAND HOLDINGS LTD.
BURLINGTON, ONTARIO

PREPARED BY:
[Firm Name]
[Address]
[Phone Number]

DATE: 11/11/10
SCALE: 1:1
PROJECT NO.: [Number]

NOTES:
1. ALL DIMENSIONS ARE IN METERS.
2. SEE ATTACHED DRAWINGS FOR DETAILS.
3. THIS PLAN IS VALID FOR THE PERIOD OF 90 DAYS FROM THE DATE OF ISSUANCE.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/11/10
2	REVISED PER [Notes]	11/11/10

APPROVED BY:
[Signature]
[Name]
[Title]

DATE: 11/11/10

PROJECT NO.: [Number]

SCALE: 1:1

PROJECT NO.: [Number]



ROBERT & ROBERT ASSOCIATES
ENGINEERS
11111

No. 538703
Registry Division of Peel (No 43)

DATED: _____
LAKE MANOR HOLDINGS LIMITED

I CERTIFY that this instrument is registered as of

29 FEB 09

In The Land
Registry Office
at Brampton,
Ontario.

Vera Forter
LAND REGISTRAR

AND
THE CORPORATION OF THE
CITY OF BRAMPTON

AND
THE REGIONAL MUNICIPALITY
OF PEEL

AND
DORIS RUBY PEATSON

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 October 10th 19 79



BY-LAW

No. 285-79

To authorize the execution of an Agreement between Lake Manor Holdings Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Doris Ruby Peatson.