



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

58-78

*Number* \_\_\_\_\_

A By-law to authorize the execution of an Agreement between Someplace Else Restaurant Limited and The Corporation of the City of Brampton.

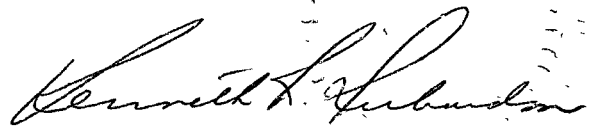
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The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Someplace Else Restaurant 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 6th day of March, 1978.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this <sup>6th.</sup>  
day of MARCH, 1978.

B E T W E E N :

SOMEPLACE ELSE RESTAURANT 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~~

~~hereinafter called the 'Mortgagees'~~

~~OF THE THIRD PART~~

WHEREAS the Owner is the owner of the lands shown on Schedule 'A' annexed hereto and described in Schedule 'B' annexed hereto, ~~and further warrants that the Mortgagees are the only mortgagees of the said lands,~~

AND WHEREAS the Owner has applied for a rezoning of the said lands;

AND WHEREAS the former Township of Chinguacousy enacted By-law 354-73 and the City of Brampton amended said By-law 354-73 by By-law 143-74;

AND WHEREAS Section 3 of By-law 354-73 provides that no building permit shall be issued for any alterations or additions until a plan is submitted and approved for landscaping and siting of buildings;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City rezoning the said lands, the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands located on the west side of Mississauga Road, being Part of the East Half of Lot 4, Concession 5, West of Hurontario Street and more particularly described in Schedule 'B' annexed hereto shall be developed only in accordance with the site plan annexed hereto as Schedule 'A' to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

Access  
2. The Owner agrees that the access lane shall be asphalted and constructed in accordance with sound engineering practice to the satisfaction of the City Engineer. Signs and pavement markings shall be installed to minimize the traffic hazard in the area of the lane providing access to the rear of the property and such signs and markings shall be to the satisfaction of the City Engineer. This work shall be completed before occupancy of any part of the building is permitted by the Owner. 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.

3. Guard-rail  
The Owner agrees to construct a guardrail along the top of the bank adjacent to the driveway shown on Schedule 'A' to the satisfaction of the City Engineer.

4. Grade of lands  
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 roof water from the buildings will be discharged in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator.

5. Grading, Building & Land-scaping Plans  
Detailed grading plans, building plans, building elevation plans, landscaping plans and architectural drawings for the lands shown on Schedule 'A' will be filed by the Owner and be subject to the approval of the City Engineer, Director of Parks and Recreation, Building and Zoning Co-ordinator and the Planning Director prior to the issuance of a building permit. The Owner 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. The Owner agrees that all the work required on the plans approved under this paragraph shall be completed no later than sixty (60) days from the date of the issuance of the occupancy permit.

6.

The Owner covenants and agrees that neither it nor its successors nor assigns shall permit the occupancy of any building or part thereof erected on the said lands until the necessary occupancy permit as required by the City Building By-law has been issued by the Building and Zoning Co-ordinator.

7.

Snow  
Fence

The Owner agrees prior to initiating any grading or construction on the site, to erect a snow fence or other suitable barrier along the top of the bank, in accordance with the Credit Valley Conservation Authority specifications, to protect the wooded slope area during construction and to prevent unauthorized dumping of fill over the bank and loss of stability of the bank. This barrier shall remain in place until all grading, construction and resodding on the site is complete.

FINANCIAL

8.

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.

9.

Admini-  
stration  
Fee

The Owner shall pay to the City prior to the issuance of a building permit, in addition to the normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City, an amount of Six Hundred Dollars (\$600.00).

GENERAL

10. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

FURTHER APPROVALS

11. In the event application is made by the Owner for a further addition or alteration to the building, the Owner acknowledges and agrees that it may be required by the City to file a new site plan and enter into a further agreement.

12. 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 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.

13. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon them, their successors and assigns.

14. The Owner agrees that this agreement may be registered against the title to the lands shown on Schedule 'B' or lodged in the Registry Office as deposit against the said title, and the Owner agrees to execute such further assurances as may be requisite to enable compliance with this provision.

~~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.~~

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.

SOMEPLACE ELSE RESTAURANT LIMITED

*[Handwritten Signature]*  
\_\_\_\_\_

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THE CORPORATION OF THE CITY OF BRAMPTON

*[Handwritten Signature]*  
\_\_\_\_\_

JAMES E. ARCHDEKIN

MAYOR

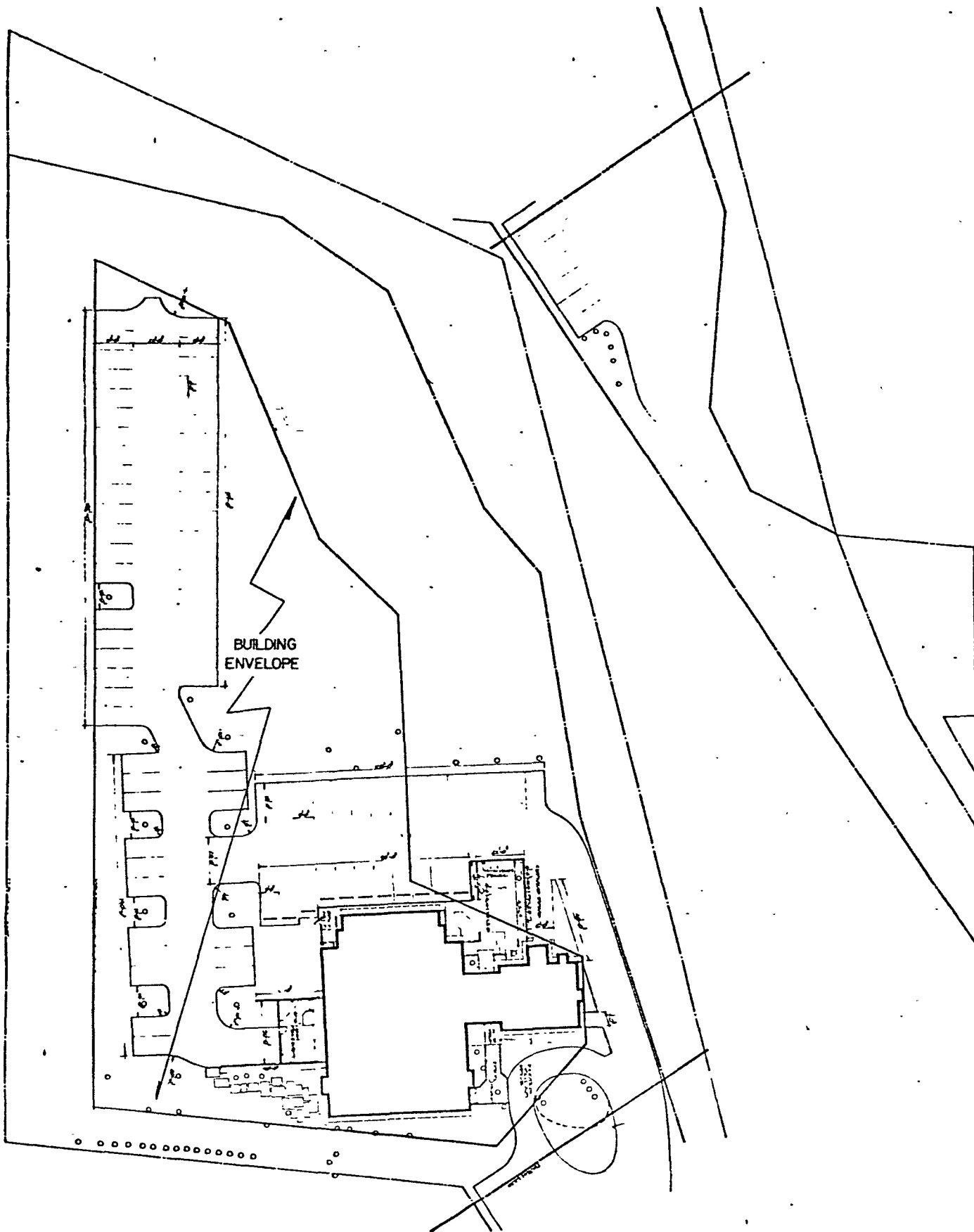
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KENNETH R. RICHARDSON

CLERK

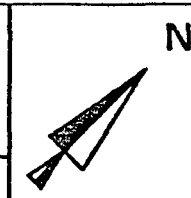
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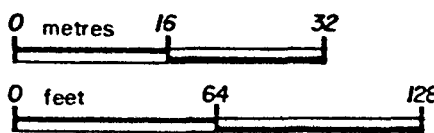
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**DEVELOPMENT AGREEMENT  
 SCHEDULE 'A'**



Drawn	DVC
Date	1978-02-24
File No.	C5W4J
Dwg. No.	A

Scale



CITY OF  
**BRAMPTON**  
 PLANNING  
 DEPARTMENT

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), containing by admeasurement 2.932 acres more or less, being composed of part of the East Half of Lot 4, Concession 5, West of Hurontario Street, which said parcel of land may be more particularly described as follows:

PREMISING that the North-easterly limit of the said Lot 4, has a bearing of North 44 degrees, 21 minutes, 30 seconds West, and relating all bearings herein thereto;

COMMENCING at a point in the said half lot, which may be located as follows;

BEGINNING at an iron bar planted in the North-easterly limit of the said plot, distant 464.78 feet, measured South-easterly thereon from the most Northerly angle of the said half lot;

THENCE South 45 degrees, 38 minutes, 30 seconds West, being at right angles to the last mentioned limit, a distance of 458.32 feet to a point;

THENCE South 44 degrees, 12 minutes, 00 seconds East, a distance of 56.79 feet to the point of commencement;

THENCE North 58 degrees, 48 minutes, 00 seconds East, a distance of 130.00 feet to a point;

THENCE North 80 degrees, 48 minutes, 00 seconds East, a distance of 60.00 feet to a point;

THENCE South 69 degrees, 12 minutes, 00 seconds East, a distance of 110.00 feet to a point;

THENCE South 84 degrees, 12 minutes, 00 seconds East, a distance of 40.00 feet to a point;

THENCE South 54 degrees, 12 minutes, 00 seconds East, a distance of 112.00 feet to a point;

THENCE South 64 degrees, 03 minutes, 06 seconds East, a distance of 181.53 feet to a point;

THENCE South 39 degrees, 06 minutes, 00 seconds East, a distance of 90.00 feet to a point;

THENCE South 70 degrees, 06 minutes, 00 seconds East, a distance of 43.00 feet to a point;

THENCE North 73 degrees, 24 minutes, 00 seconds East, a distance of 45.00 feet to a point;

THENCE South 65 degrees, 23 minutes, 16 seconds East, a distance of 89.65 feet to a point;

THENCE South 75 degrees, 21 minutes, 30 seconds East, a distance of 60.00 feet more or less to a point in the South-westerly limit of the road allowance between Concession 4 and 5, West of Hurontario Street, as widened;

THENCE South 44 degrees, 21 minutes, 30 seconds East, along the last mentioned limit, a distance of 55.00 feet to a point therein;

THENCE North 77 degrees, 18 minutes, 50 seconds West, a distance of 402.46 feet to a point;

THENCE South 50 degrees, 55 minutes, 30 seconds West, a distance of 224.40 feet to a point;

THENCE North 44 degrees, 12 minutes, 00 seconds West, a distance of 457.00 feet more or less to the point of commencement.

*[Handwritten signature]*



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

No. 469735

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

SOMEPLACE ELSE  
RESTAURANT LIMITED

1978 APR 6 PM 12 35

AND

In The Land  
Registry Office  
at Brampton,  
Ontario,

*Vera Fortes*  
LAND REGISTRAR

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

\_\_\_\_\_

A G R E E M E N T

\_\_\_\_\_

CITY OF BRAMPTON  
24 QUEEN STE  
BRAMPTON

PASSED March 6 1978

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of the City of Brampton.