



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

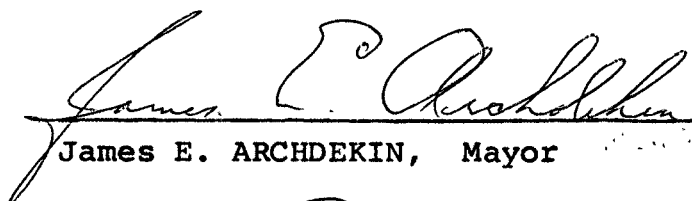
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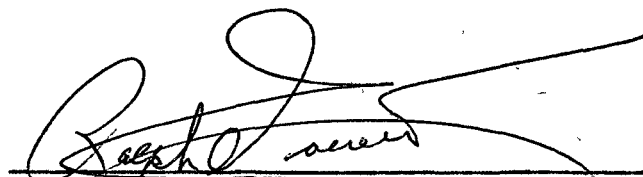
To authorize the execution of an agreement between Peter Nolet, John Nolet, Peel Fence Limited, The Corporation of the City of Brampton, Ruth Frazier and The Toronto-Dominion Bank.

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement between Peter Nolet, John Nolet, Peel Fence Limited, The Corporation of the City of Brampton, Ruth Frazier and The Toronto-Dominion Bank, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of April, 1979


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Acting Clerk

512102

Part Lot 4, Conc.2, EHS

MEMORANDUM OF AGREEMENT made in duplicate this 9th
day of APRIL, 1979.

B E T W E E N :

PETER NOLET, JOHN NOLET, ANDRE NOLET
and PEEL FENCE 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

RUTH FRAZIER and
THE TORONTO-DOMINION BANK

hereinafter called the 'Mortgagees'

OF THE THIRD 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 to develop the land and the City is of the opinion that such development 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 contained herein, the parties hereto agree each with the other as follows:

1. **Site Plan** 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.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

2. **Municipal Engineer** For the purpose of this agreement, Municipal Engineer 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.

3. **Ingress & Egress** The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule '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 Municipal Engineer 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. **Access** The Owner shall use only such locations for access for construction purposes as the Municipal Engineer may approve.

5. During construction, 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 mud. The Municipal Engineer may give the Owner twenty-four hours notice to remove and clear up any earth and mud from such pavement and sidewalks and in default the Municipal Engineer 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 Municipal Engineer.
- Clean Site
6. The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards 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.
- Construction
7. The final grade of the lands shall be so fixed to the satisfaction of the Municipal Engineer 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 Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Engineer 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 Engineer.
- Storm Drainage
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 Municipal Engineer, 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
- Grading, Building and Landscaping Plans

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 Municipal 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. 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 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 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, 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.

FINANCIAL

12. Administration
The Owner shall pay to the City prior to the issuance of a building permit in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

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.

14. The Owner agrees to provide security in a form
Satisfactory to the City Treasurer in an amount equal to
One Hundred Per Cent (100%) of the cost of all works on
public land required to be performed by this agreement as
estimated by the Municipal Engineer to ensure the performance
of such work and the security required hereby shall be
provided prior to the issuance of any building permits.

OTHER

15. All floodlighting on the land shall be designed and
oriented so as to eliminate glare on adjacent roadways and other
properties.

16. The Owner agrees that no signs shall be permitted on the
lands other than those signs the height, placement, location and
design of which have been approved by the Planning Director 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.

17. The Owner agrees to convey to the City, at its own
expense, free of all encumbrances, a seventeen (17) foot
road widening across the frontage of the land as shown on the
site plan.

18. The Owner shall construct in a location and in
accordance with plans and specifications satisfactory to the
Municipal Engineer, a sidewalk across the entire frontage of
the land shown on Schedule 'B' attached hereto.

19. Notwithstanding any of the provisions of this
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.

20. 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

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

Lands
Affected

22. 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

23. 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.

Mortgagees

24. 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.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

A. Holmes

A. Holmes

A. Holmes

PETER NOLET

Peter Nolet

JOHN NOLET

John Nolet

ANDRE NOLET

Andre Nolet

PEEL FENCE LIMITED

Peter Nolet President
_____ TITLE

John Nolet Secretary
_____ TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
_____ MAYOR

R. Everett
_____ ACTING CLERK

AUTHORIZATION BY-LAW
NUMBER 76-19
PASSED BY CITY
COUNCIL ON THE 9th
DAY OF APRIL 19 79

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

[Signature]

RUTH FRAZIER

Ruth Frazier

THE TORONTO-DOMINION BANK

[Signature]
_____ ASSISTANT GENERAL MANAGER TITLE

APPROVED
T. D. B.
NO. 3232
L.F.A.L.

[Signature]

TITLE

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, and Province of Ontario (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of Part of the West Half of Lot Number 4 in the Second Concession, East of Hurontario Street in the said City, the boundaries of which said parcel are described as follows:

PREMISING that the east limit of the allowance for road, between the First and Second Concessions, East of Hurontario Street, has at Lot Number Four in the said City, an assumed Astronomic Bearing of North 45 degrees 11 minutes West and relating all bearings quoted herein thereto, and

COMMENCING at an iron tube planted in the said east limit of said Road Allowance distant 155 feet, more or less measured North 45 degrees 11 minutes West from the most southerly angle of the said Lot Number Four.

THENCE north 45 degrees 11 minutes west along said limit of said Road Allowance 50 feet more or less to an iron tube planted in the same;

THENCE north 44 degrees 49 minutes east 100 feet more or less to an iron tube planted;

THENCE south 45 degrees 11 minutes east, 50 feet more or less to an iron tube planted;

THENCE south 44 degrees 49 minutes west 100 feet more or less to the point of commencement;

SUBJECT to an easement in favour of The Water Commissioners for the City of Brampton over the westerly 10 feet of the herein described lands more particularly described in registered Instrument No. 179266VS.

- A N D -

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, and Province of Ontario (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of Part of the West Half of Lot Number Four, in the Second Concession, East of Hurontario Street in the said City, the boundaries of which said parcel are described as follows:

PREMISING that the east limit of the Allowance for road between First and Second Concessions, East of Hurontario Street, has at Lot Number Four in the said City of Brampton, an assumed Astronomic Bearing of North 45 degrees 11 minutes West and relating all bearings quoted herein thereto, and

COMMENCING at an iron tube planted in the said east limit of said Road Allowance distant 105 feet, more or less measured north 45 degrees 11 minutes west from the most southerly angle of the said Lot Number Four;

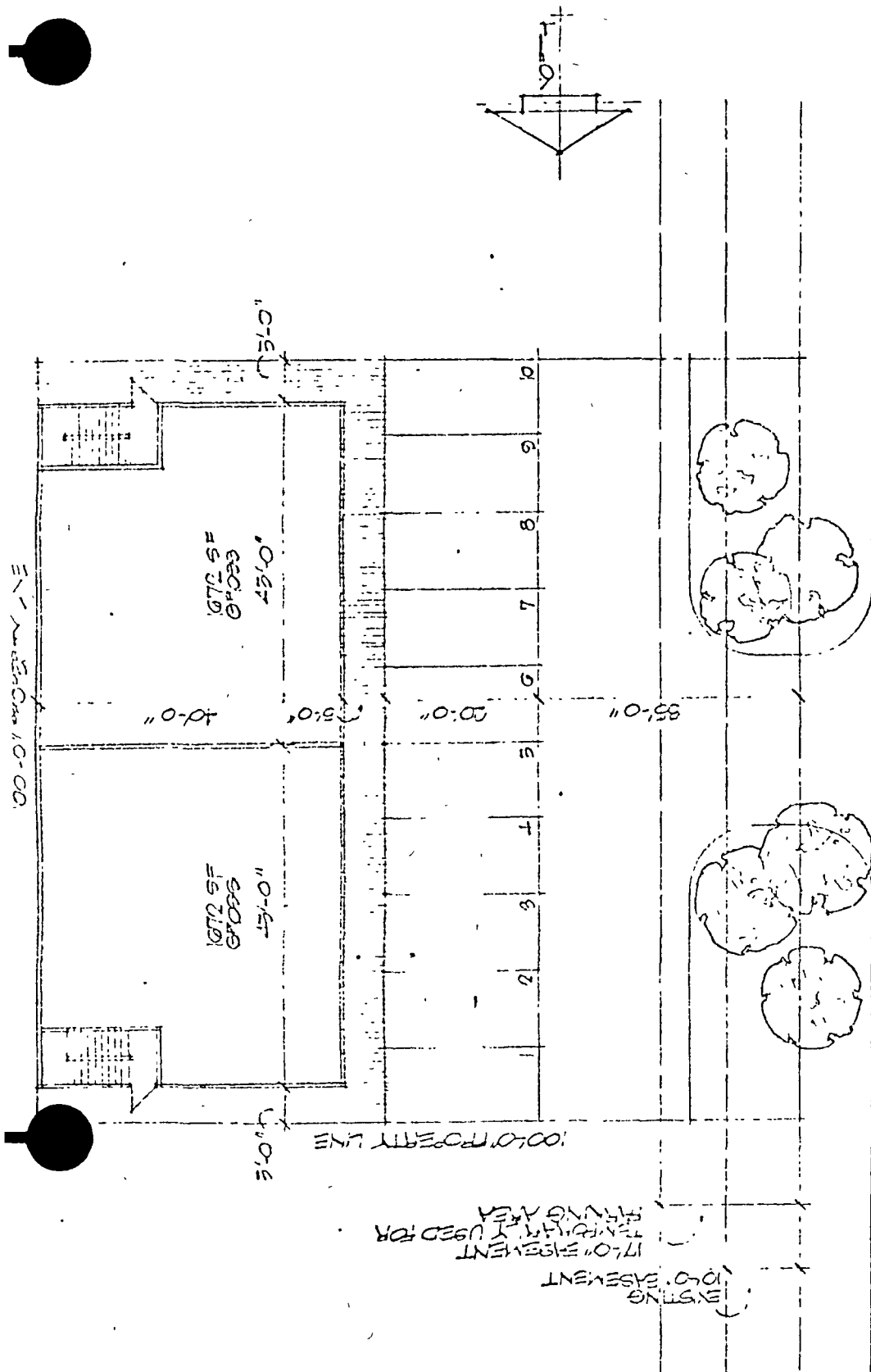
THENCE north 45 degrees 11 minutes west along said limit of said Road Allowance 50 feet more or less to an iron tube planted in the same;

THENCE north 44 degrees 49 minutes east 100 feet more or less, to an iron tube planted;

THENCE south 45 degrees 11 minutes east, 50 feet more or less, to an iron tube planted;

THENCE south 44 degrees 49 minutes west 100 feet more or less, to the point of commencement.

SCHEDULE 'B'



KENNEDY ROAD

GROSS BASEMENT AREA	554 SF
FIRST FLOOR AREA	517 SF
TOTAL GROSS FLOOR	1071 SF

SITE PLAN SCALE 1/8" = 1'-0"

PLAZA PROJECT FOR KENNEDY ROAD

PASSED April 9, 19 79



BY-LAW

76-79

No. _____

To authorize the execution of an agreement between Peter Nolet, John Nolet, Peel Fence Limited, The Corporation of the City of Brampton, Ruth Frazier and The Toronto-Dominion Bank.

DATED: April 9th 1979

PETER NOLET, JOHN NOLET,
ANDRE NOLET and PEEL
FENCE LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

RUTH FRAZIER and
THE TORONTO-DOMINION BANK

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

512102

on 13 April 1979