



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

91-79

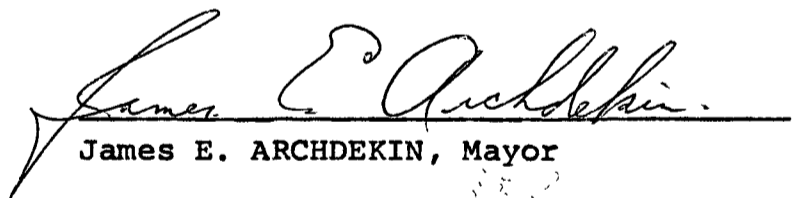
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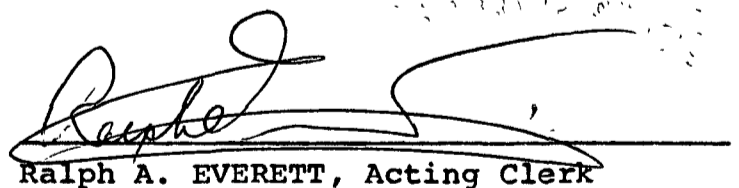
To authorize the execution of an agreement between Nick Grantis, Danny Grantis, The Corporation of the City of Brampton, The Regional Municipality of Peel and Robert J. Shaw.

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 Nick Grantis, Danny Grantis, The Corporation of the City of Brampton, The Regional Municipality of Peel and Robert J. Shaw, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THRID TIME and PASSED in Open Council this 23rd Day of April, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 23rd day of
APRIL , 1979 .

B E T W E E N:

NICK GRANTIS and

DANNY GRANTIS

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

ROBERT J. SHAW

hereinafter called the 'Mortgagee'

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 Mortgagee is the only mortgagee 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. Site Plan

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.

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. 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.

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.

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.

8.
Grading,
Building
and Land-
scaping
Plans

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

16. Signs 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 for the signs will not be issued until the sign height, placement, location and design have been so approved.

17. By-laws 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.

18. Entry on the lands
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.

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

20. 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.

21. 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.

22. Successors & Assigns
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.

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:

[Handwritten signature]

NICK GRANTIS

Nick Grantis

DANNY GRANTIS

D Grantis

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR

Ralph A. Everett
RALPH A. EVERETT ACTING CLERK

AUTHORIZATION BY-LAW
NUMBER 91-79
PASSED BY CITY
COUNCIL ON THE 23RD
DAY OF APRIL 19 79

~~THE REGIONAL MUNICIPALITY OF PEEL~~

[Handwritten signature]

Robt J. Shaw

~~THE REGIONAL MUNICIPALITY~~
~~OF PEEL~~

Frank J. Bean
CHAIRMAN
K. Button
CLERK

AUTHORIZATION BY-LAW
NUMBER.....95-79.....
PASSED BY THE REGIONAL
COUNCIL ON THE...24TH...
DAY OF...MAY..... 19...79.....

AFFIDAVIT OF SUBSCRIBING WITNESS

I, WILLIAM ADRIAN THEEUWEN
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 the City of Brampton by Nick Grantis and Danny Grantis

*See footnote

*See footnote

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

this 20th day of April, 1979

G. Edwards
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

[Signature]

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add
"after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney
insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose
signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ NICK GRANTIS
of the Borough of Etobicoke
in the Municipality of Metropolitan Toronto

* If attorney
see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) I was a spouse.
- ~~b) I was a spouse of my spouse's brother.~~
- c) Terry Grantis was my spouse.
- d) Neither I nor my spouse has ever occupied this land as a matrimonial home.

Strike out
inapplicable
clauses.

**Not a
Matrimonial
Home, etc.
see footnote.

Resident of
Canada, etc.

~~(SEVERALLY)~~ SWORN before me at the City of
Brampton

this 20th day of April, 1979.

G. Edwards
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

Nick Grantis

*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal
status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she
executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 12(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).

AFFIDAVIT OF SUBSCRIBING WITNESS

I,
of the
in the

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at _____ by _____

*See footnote

*See footnote

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

this _____ day of _____ 19 _____

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

~~NAME~~ DANNY GRANTIS *Dg.*
of the City of Mississauga
in the Regional Municipality of Peel

* If attorney see footnote

make oath and say: When I executed the attached instrument,

~~NAME~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) I was _____ a spouse.
- b) ~~XXXXXX spouse of the XXXXX.~~
- c) Frieda Grantis _____ was my spouse.
- d) Neither I nor my spouse has ever occupied this land as a matrimonial home.

* Take out inapplicable clauses.

**Not a Matrimonial Home, etc. see footnote.

Resident of Canada, etc.

~~(SEVERED)~~ SWORN before me at the City of
BRAMPTON
this 20th day of April, 19 79.

D Grantis

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **KENT LAWRENCE WEBSTER,**

of the **CITY OF BRAMPTON,**

in the **REGIONAL MUNICIPALITY OF PEEL,**

BARRISTER AND SOLICITOR,

make oath and say:

*See footnote

I am a subscribing witness to the attached instrument and I was present and saw it executed at **THE CITY OF BRAMPTON,** by **ROBERT J. SHAW,**

*See footnote

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 **27TH** day of **APRIL,** 19 **79.**



KENT LAWRENCE WEBSTER

Linda Richett-Roszell
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

SCHEDULE 'A'

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 Mississauga, in the County of Peel), being composed of part of the south east quarter of Lot 15, in the First Concession, West of Hurontario Street, in the said City, which parcel of land may be more particularly described as follows:

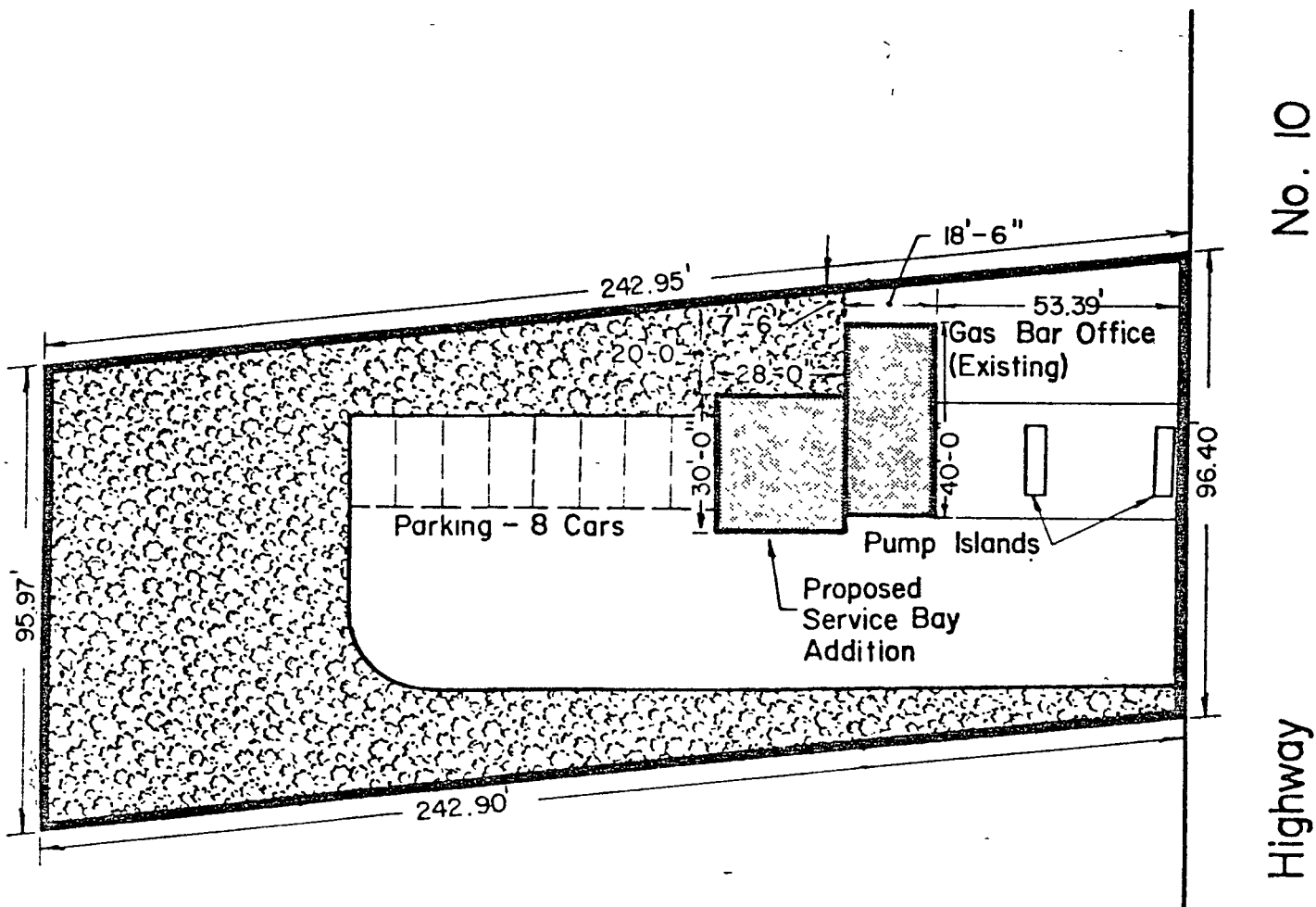
COMMENCING at a point in the westerly limit of Hurontario Street where a stake has been planted which stake is distant nine hundred and six feet northerly along the fence bounding the westerly limit of Hurontario Street from the south easterly angle of said lot as now fenced and which point is the north easterly angle of the lands sold to the Director, The Veterans' Land Act by deed dated the 6th day of June, 1945;

THENCE westerly and parallel with the southerly limit of said lot being the northerly limit of the lands as sold to the Director, The Veterans' Land Act by deed dated the 6th day of June, 1945, a distance of two hundred and fifty feet to a stake;


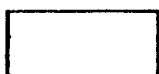
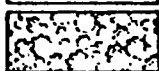
THENCE northerly parallel with the westerly limit of Hurontario Street a distance of ninety feet to a stake;

THENCE easterly parallel with the southerly limit of said lot a distance of two hundred and fifty feet, more or less, to a point in the westerly limit of Hurontario Street;

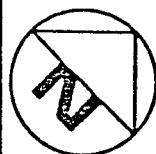
THENCE southerly along the westerly limit of Hurontario Street a distance of ninety feet to the Place of Beginning.



Part of Lot 15, Concession 1 W.H.S.

-  BUILDINGS
-  PAVED AREAS
-  LANDSCAPED AREAS

DEVELOPMENT AGREEMENT
Schedule 'B'



1:2400

CITY OF BRAMPTON
Planning and Development

Date: 1979 04
File no. TIW15.3

Drawn by: D.V.C.
Map no. 75.4D

No. 518191
Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of
1979 JUN 19 PM 3 39

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter
LAND REGISTRAR

DATED: 23 APRIL 1979

NICK GRANTIS and
DANNY GRANTIS

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

ROBERT J. SHAW

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 April 23, 1979



BY-LAW

No. 91-79

To authorize the execution of an agreement between Nick Grantis, Danny Grantis, The Corporation of the City of Brampton, The Regional Municipality of Peel and Robert J. Shaw.