



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

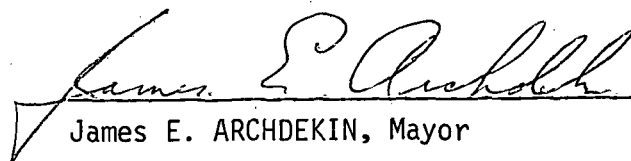
*Number* 91-80

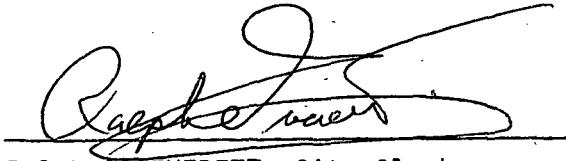
To authorize the execution of an Agreement between S. Cosentino Leasing Limited, Martia Properties Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Metro Auto Wreckers Inc.

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 S. Cosentino Leasing Limited, Martia Properties Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Metro Auto Wreckers Inc., attached hereto as Schedule "A" and all other documents approved by the City Solicitor required to implement the provisions of this agreement and the conditions of draft approval of this subdivision.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of April, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF PEEL (No.43) :

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel *PLAN-1*, *as to Lots 1-13 inclusive, and*  
*Blocks 14-19 inclusive*

in the Register for Section *M-343*

of which S. Cosentino Leasing Limited and Martia Properties Limited

is the registered owner, hereby apply to have

Notice of an Agreement dated the 19th day of March, 1980

and made between S. COSENTINO LEASING LIMITED, MARTIA

PROPERTIES LIMITED, THE CORPORATION OF THE CITY OF

BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL, and

METRO AUTO WRECKERS INC.

entered on the parcel register.

The evidence in support of this Application consists of:

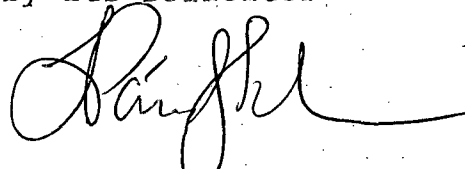
1. An executed copy of the said Agreement

This application is not being made for any fraudulent or improper purpose.

DATED AT BRAMPTON, this 23rd day of May 19 80.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Laszlo C. Pandy-Szekeres

MEMORANDUM OF AMENDING AGREEMENT made this 19th day of  
March, 1980.

B E T W E E N :

S. COSENTINO LEASING LIMITED, a company incorporated  
under the laws of the Province of Ontario, and  
MARTIA PROPERTIES LIMITED, a company incorporated  
under the laws of the Province of Ontario,

hereinafter called the "Owner"

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART;

- and -

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART;

- and -

METRO AUTO WRECKERS INC.

hereinafter called the "Mortgagees"

OF THE FOURTH PART;

WHEREAS the Owner has entered into an Agreement with the parties  
of the Second Part, Third Part and Fourth Parts herein, which  
Agreement is dated the 12th day of March, 1979 and provides for  
the subdivision of certain lands and premises owned by the Owner  
and described as Schedule "A" attached hereto.

AND WHEREAS the said Agreement dated the 12th day of March, 1979  
was registered in the Land Registry Office for the Registry  
Division of Peel (No.43) as Instrument No. 512101, April 23rd,  
1979.

AND WHEREAS the parties hereto are desirous of amending the said  
Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in  
consideration of the covenants hereinafter contained and in  
consideration of the City approving and recommending to the  
appropriate authorities the approval of the plan for registration,

the parties hereto agree each with the other as follows:

1. Schedule "B" of the said Agreement is hereby amended by the substitution therefor of Schedule "B" attached hereto.
  
2. Schedule "D" of the said Agreement is hereby amended by the substitution therefor of Schedule "D" attached hereto.

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

SIGNED, SEALED AND DELIVERED )  
In the Presence Of )

S. COSENTINO LEASING LIMITED

Per: *S. Cosentino*  
President

MARTIA PROPERTIES LIMITED

Per: *Paul F. ...*  
Secretary

METRO AUTO WRECKERS INC.

Per: *[Signature]*  
Secretary

THE CORPORATION OF THE CITY OF BRAMPTON

Per: *James C. ...*  
Mayor  
*[Signature]*  
Clerk

THE REGIONAL MUNICIPALITY OF PEEL

Per: *Frank Bean*  
Chairman  
*[Signature]*  
Clerk

AUTHORIZATION BY-LAW	
NUMBER	<u>91-80</u>
PASSED BY CITY	
COUNCIL ON THE	<u>9<sup>th</sup></u>
DAY OF	<u>April</u> 19 <u>80</u>

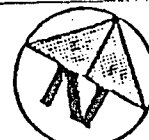
AUTHORIZATION BY-LAW	
NUMBER.....	<u>70-80</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE.....	<u>22</u>
DAY OF.....	<u>May</u> 19 <u>80</u>

SCHEDULE A

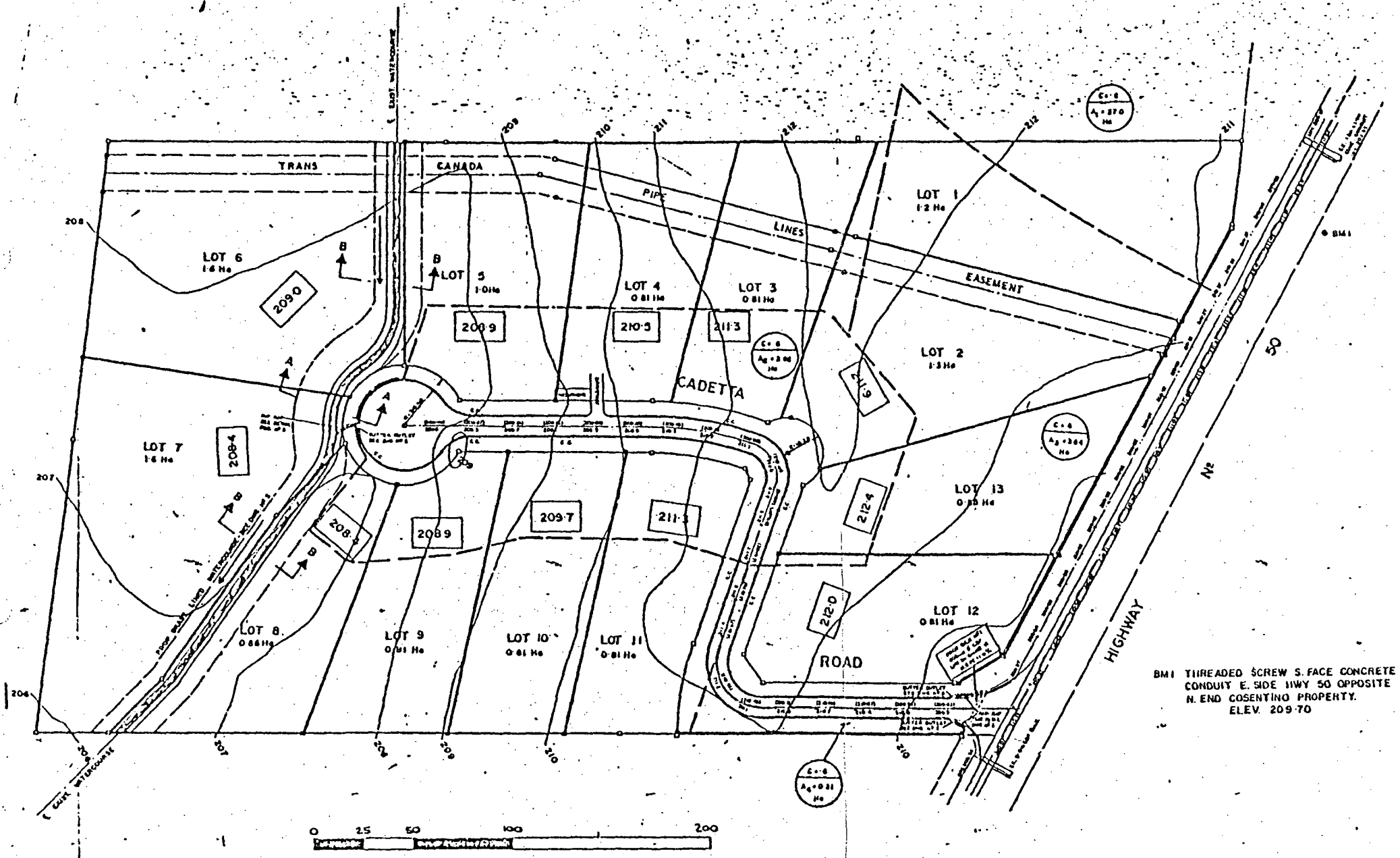
The land situated in the City of Brampton, in the Regional Municipality of Peel, being composed of Lots 1 to 13, both inclusive, and Blocks 14 to 19, both inclusive, according to a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as number M-343

SUBJECT to an easement in favour of Trans-Canada Pipelines Limited over Part 2 on a reference plan in the said Office as number 43R-1683.

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DEVELOPMENT AGREEMENT  
Schedule B



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SCHEDULE 'D'

SPECIAL PROVISIONS

I Water Supply System

1. The Owner agrees
  - (1) that it is understood that the Region is not prepared to extend municipal water services to this area, and
  - (2) that it will not request, and nor will future owners request, the Region to extend municipal water services to this area.
2. The Owner agrees
  - (1) to construct a 110,000 U.S. gallon underground self-contained concrete reservoir to provide a source of water for fire protection,
  - (2) to construct the reservoir and drainage channel entirely on private lands,
  - (3) to obtain the approval of the Fire Chief for the City of Brampton for the design and specifications of the reservoir,
  - (4) to provide and maintain an access to the reservoir in accordance with good emergency practices,
  - (5) to establish, in consultation with the Fire Chief and his staff, conditions and guidelines acceptable to the Fire Chief to ensure the maintenance of the reservoir and of a minimum water level in the reservoir.
3. The Owner agrees
  - (1) to guarantee an adequate and suitable water supply to the property to the south, being a farm presently owned by Alex Johnston,

so long as the property is used for farming purposes,

- (2) that if the supply of water from the wells on the Johnston property should deteriorate, decrease or fail as a result of the development of the proposed subdivision, to supply to the property, from Lots 10 and 12 of the proposed subdivision, water in the same quantity and of the same quality as is presently available, but only so long as the property is used for farming purposes, and
- (3) to register notice of this guarantee and commitment on title against Lots 10 and 12.

II Sewage Disposal System

- 4. The Owner agrees not to seek a building permit for any lot in this proposed subdivision until approval has been obtained from the Peel Regional Health Unit for a private sewage disposal system on that lot.

III Ministry of Transportation and Communications

- 5. The Owner agrees
  - (1) to bear all costs of intersection improvements made necessary by the introduction of the new public road,
  - (2) prior to final approval of the plan,
    - (a) to enter into an agreement with the Ministry of Transportation and Communications

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to bear all costs of intersection improvements made necessary by the introduction of the new public road, and

(b) to prepare a drainage plan outlining the intended treatment of the calculated runoff and to obtain the approval of the Ministry of Transportation and Communications for this drainage plan.

IV Ministry of the Environment

6. The Owner agrees to register on title a notice containing and to include in all offers of sale and Agreements of Purchase and Sale the following statements:

(a) Installation of any process or combustion equipment is subject to the approval of the Ministry of the Environment, in accordance with the requirements of Section 8 of the Environmental Protection Act, 1971 and the regulations thereunder.

(b) Although sufficient water may be available to meet the requirements of a "dry" industry, it may be necessary to install storage facilities on the premises for periods of peak demand.

V Ministry of Natural Resources

7.a. The Owner agrees to obtain the approval of The Ministry of Natural Resources under the

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Lakes and Rivers Improvement Act, if so required,  
prior to undertaking any modification of the  
existing watercourse.

b. The Owner agrees to prepare a detailed engineering  
and drainage report acceptable to the Maple District Office  
of the Ministry of Natural Resources which will describe:

- (1) the means whereby the watercourse crossing the site will be handled.
- (2) the means whereby erosion and siltation and their effects will be contained and minimized on the site, both prior to and during the construction period.
- (3) the appropriate storm water management techniques which will be employed on the site to reduce the harmful affects storm water has on a stream's water quality.

VI Conservation Authority

8. The Owner agrees

- (1) to undertake and perform expeditiously all work and to construct all works deemed necessary by the Metropolitan Toronto and Region Conservation Authority for the improvement of the existing watercourse, and
- (2) prior to final approval of the plan, to request and to receive a permit from the Metropolitan Toronto and Region Conservation Authority in order to undertake the appropriate storm water management techniques.

VII TransCanada Pipelines Limited

9. The Owner agrees

- (1) to grant TransCanada working-room easements 30' in width adjacent to each side of the pipe-line right-of-way, with no excavations or structures permitted on the easement lands with the exception of boundary fencing for the lots,

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(2) to give TransCanada (directed to the attention of Mr. J. P. Knight, P.O. Box 190, Maple, Ontario (Telephone Number (416) 832-0131)) at least forty-eight hours notice prior to the commencement of any work on or the moving of heavy equipment across the right-of-way,

(3) to obtain written consent from TransCanada before carrying out any grading operations on the pipeline right-of-way , and

(4) that this proposal and all work carried out in connection with the matters dealt with thereunder shall be subject to the approval of the National Energy Board of Canada.

VIII General

10. The Owner agrees to prepare and submit a report on and to provide a drainage scheme acceptable to the City's Commissioner of Public Works.

11. The Owner agrees that a street name acceptable to the City and Region will be selected.

12. The Owner agrees to support an amendment to the applicable restricted area by-law in order to zone these lands for dry industrial uses.

13. The Owner agrees within two years of the registration of the plan, to remove the cement-block garage on Lot 11, or, subject to the approval of the Architectural Control Committee, bring such garage up to City standards, and also agrees to

remove all other buildings on Lots 11 and 12 within one year of the registration of the plan.

14. For aesthetic purposes, the buildings on lots 2, 11 and 12 shall be constructed so as to appear to front on Highway #50, with their entrances being from Street B. The side elevation of these buildings are to be built in an attractive fashion in order to provide a pleasing appearance from Highway #50.

15. The Owner agrees to provide landscaped buffer areas along the southern, western and northern boundary lines of the subdivision, and along Street B on the plan, and such buffer areas shall require berming, fencing and dense landscape screening satisfactory to the City.

**DUPLICATE**

No: **267908**  
Land Titles Division of Peel (No. 43)  
This instrument received at **1:07** in the  
*P.M.*

LT:

in the

**MAY 23 1980**

Land Registry  
Office at  
Brampton,  
Ontario.

*D Cannon*  
ACTING LAND REGISTRAR

TO THE MASTER OF TITLES:

It is the intention that this Transfer shall  
supersede the Inhibiting Order attached  
to No. **266002** insofar as it  
affects the within lands.

Dated **23 MAY 1980**

*L. Pandy-Szeker*  
Solicitor for Transferee  
**LASZLO PANDY-SZEKERES**  
SOLICITOR FOR  
THE CITY OF BRAMPTON

Entered In:  
Folio: **2**  
Parcel: *Plan 1*  
Section: *M-343*

*ad*

DATED: March 19th 1980

BETWEEN:

S. COSENTINO LEASING LIMITED  
and MARTIA PROPERTIES LIMITED

AND

THE CORPORATION OF THE CITY OF  
BRAMPTON

AND

THE REGIONAL MUNICIPALITY OF  
PEEL

AND

METRO AUTO WRECKERS INC.

-----  
A G R E E M E N T  
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~~DAVIS, WEBB,  
Barristers & Solicitors,  
41 George Street South,  
BRAMPTON, Ontario.  
L6Y 1P4~~

**CITY OF BRAMPTON**  
Law Department  
150 Central Park Drive  
Brampton, Ont. L6T 2T9

PASSED April 9th, 1980

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# BY-LAW

No. 91-80

To authorize the execution of an Agreement between S. Cosentino Leasing Limited, Martia Properties Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Metro Auto Wreckers Inc.