



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

**Number** 55-82


To authorize execution of an agreement between Joseph Oliveira, Maria Filomena, The Bank of Montreal and The Corporation of the City of Brampton.

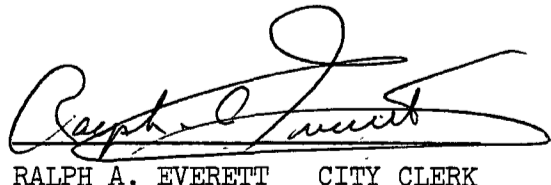
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The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute a subdivision agreement dated 1982 03 08 between Joseph Oliveira, Maria Filomena, The Bank of Montreal and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of March, 1982.

  
JAMES E. ARCHDEKIN      MAYOR

  
RALPH A. EVERETT      CITY CLERK

REZONING/SITE PLAN AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this  
8<sup>th</sup>. day of MARCH, 1982.

B E T W E E N :

JOSEPH OLIVEIRA, of the City of Brampton, in  
the Regional Municipality of Peel, Esquire,  
and MARIA F. OLIVEIRA, his wife, of the same  
place, as Joint Tenants and not as tenants  
in common.

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

BANK OF MONTREAL

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 wishes to develop the  
lands and the City is of the opinion that this  
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;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 275-79 passed pursuant to section 40 of the Planning Act, R.S.O. 1980, c. 379, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1. For the purposes of this agreement, the "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2. 2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and agrees to provide all of the works and other matters referred to in this agreement (including Schedule D

Approved  
Site  
Plan

attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O 1980, c. 302, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.

Commis-  
sioner of  
Public  
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.

Ingress  
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking

areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

5. Access The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

6. Clean Site 6.1 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 Commissioner of Public Works may give the Owner twenty-four (24) hours written notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Commissioner 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.

6.2 The Owner shall take all precautions necessary to protect the public against injury on any lands set out in the site plan and where necessary keep danger signals out at night and at such other times and places as public safety may required.

7. Construc- tion 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.

All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing driveways, relocating utilities, pipes, poles, valves and

and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

8.

Form  
Drainage

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 storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

9.

The Owner shall, at its own expense:

Approved  
Plans

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works, the Commissioner of Buildings and By-law Enforcement and the Commissioner of Planning and Development as the case may be.

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10.  
Addi-  
tional  
Works

If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.  
Existing  
Trees

All existing trees to be retained as shown on the approved landscape plan shall be fenced and protected during construction in accordance with City specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12. Occupancy The Owner shall not occupy or permit the occupation of any building or parts thereof hereafter erected on the lands:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

12.2 except in accordance with the provisions of The Building Code Act, R.S.O. 1980, c. 51, as amended, and all regulations made pursuant thereto, and

12.3 the landscape plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13. Landscaping and Fencing 13.1 The Commissicner of Planning and Development may, in his sole discretion, not require the landscape plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape plan shall be submitted to and approved by the Commissioner of Planning and Development no later than ninety (90) days from the issuance of a building permit for the buildings shown on the site plan.



13.2 All landscaping shown on the approved landscape plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.3 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape plan referred to in Schedule B attached hereto, or shall be shown on the landscape plan to be approved. All fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14. Regional Services The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall

be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

15.  
Hydro  
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.  
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 a building permit is issued.

17.  
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraphs 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development of:

17.1.1 all the works required by this agreement to be constructed on public lands.  
Security Required:           TO BE DETERMINED BY THE  
          \$ COMMISSIONER OF PUBLIC WORKS

17.1.2 all landscaping fencing shown on the approved landscape plan.  
Security Required:           TO BE DETERMINED BY THE  
          \$ COMMISSIONER OF PLANNING  
          AND DEVELOPMENT

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas. Security Required: \$ N I L

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of a statutory declaration that all accounts relative to the installation of the completed works have been paid. The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the

Commissioner of Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default  
& Entry  
on the  
Lands

17.4 If, in the opinion of the Commissioner of Public Works, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then, in such case, the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within thirty (30) clear days after such notice, then, in that case, the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ

such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 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.

18. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

18.1 be issued in the joint names of the Owner and the City (or include as an additional insured, the City);

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;

- 18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;
- 18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";
- 18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and
- 18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

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 all 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 land 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.

GENERAL

19.                   The Owner shall, prior to the issuance of any  
Convey-               building permits and at its own expense, including all  
ances                  surveying and registration expenses, convey to the City  
free of all encumbrances, and with a good and marketable  
title, the lands and easements referred to in Schedule C  
attached hereto.

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

21.                   The Owner shall, at its own expense, remove  
Snow                 all ice and snow from the access ramps and driveways,  
Removal              parking and loading areas and walkways, all as shown on  
the site plan.

22.                   The Owner shall indemnify the City against all actions,  
Indemni-             suits, claims, demands and costs, whatsoever arising by  
fication              reason of the Owner, his agents or employees doing,  
failing to do, or doing incorrectly or negligently  
anything he is required to do by the terms of this  
agreements.

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

24. The lands more particularly described in  
Lands Schedule A annexed hereto are the lands affected by this  
Affected Agreement.

25. The Owner shall not call into question  
Agreement directly or indirectly in any proceedings whatsoever in  
Binding 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.

26. The Owner and the Mortgagees consent to the  
Cost of registration of this agreement on the title to the lands  
Registra- and the Owner agrees to pay to the City the cost of this  
tion registration and the cost of registration of all  
conveyances of land, grants of easement, and other  
documents required by this agreement on the title to the  
whole or any part of the lands. Prior to the issue of a  
building permit, the Owner shall deposit with the City a  
sum of money estimated by the City Solicitor to cover the  
cost of this registration and this deposit shall be  
adjusted by additional payments or refunds based on the  
actual total cost of registration.

27. 27.1 The Mortgagees hereby covenant with the City  
Mortgagees and the Region that in the event of having obtained or  
having transferred to the said Mortgagees the equity of  
redemption in the lands or title to the lands, then,

27.1.1 if any Mortgagee retains all or part of the  
lands and develops the lands as an owner,  
either along or in combination with another



person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

27.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

27.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

28. Successors and 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 Regional Municipality 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:

JOSEPH OLIVEIRA

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

MARIA FLORENTINA OLIVEIRA

*[Handwritten signature]*

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW NUMBER 55-82 PASSED BY CITY COUNCIL ON THE 8<sup>th</sup> DAY OF MARCH 1982.

*[Handwritten signature]*  
JAMES E. ARCEDEKIN MAYOR

*[Handwritten signature]*  
RALPH A. EVERETT APR 27 1982 CITY CLERK

THE BANK OF MONTREAL

*[Handwritten signature]*  
TITLE

*[Handwritten signature]*  
TITLE

BANK OF MONTREAL

WITNESS:

*[Handwritten signature]*

*[Handwritten signature]*  
Donald Neil Cameron, Manager, Credit

*[Handwritten signature]*  
Stuart Everard Reilly Taylor, Assistant Manager, Credit

This instrument is executed by Bank of Montreal by its attorneys under the authority of a Power of Attorney registered as No. 522754 in the Land Registry Office for the Registry Division of Peel (No. 43).

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Laura O'Connor

of the City of Toronto, in the Municipality of Metropolitan Toronto

MAKE OATH AND SAY THAT:

1. I am the subscribing witness to the attached instrument and I was present and saw it executed at Toronto by

DONALD NEIL CAMERON AND STUART EVERARD REILLY TAYLOR

2. I verily believe that the persons whose signatures I witnessed were authorized to execute the instrument as attorneys for Bank of Montreal.

3. I know the said persons and they are and at the time of the execution of the instrument they were respectively

Manager, Credit AND Assistant Manager, Credit  
of Bank of Montreal.

4. I am an employee of Bank of Montreal and as such have personal knowledge of the matters deposed to herein.

SWORN BEFORE ME at the )  
City of Toronto, in the )  
Judicial District of York, )  
this 6th day of April )  
19 82. )

*Shirley A. Kress*

SHIRLEY A. KRESS, A COMMISSIONER, ETC.,  
JUDICIAL DISTRICT OF YORK, FOR BANK OF MONTREAL  
EXPIRES JULY 18TH, 1983.

A Commissioner, etc. )

Laura O'Connor

BANK OF MONTREAL  
CREDIT DEPARTMENT  
ONTARIO DIVISIONS  
DOCUMENT

No. 905

LEGAL DESCRIPTION OF THE LANDS

The land situate in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), being composed of all of Lot 88 and part of Lot 87, according to a plan registered in the Land Registry Office for the Registry Division of Peel (No. 43) as number BR-2, (being a subdivision of Lot 6, Concession 1, East of Hurontario Street), the limits of which said parcel of land may be more particularly described as follows:

PREMISING that the easterly limit of Main Street has assumed course of north 45 degrees 11 minutes 00 seconds west in accordance with the said registered plan BR-2 and relating all bearings herein thereto;

COMMENCING at a survey monument planted at the southwesterly angle of the said Lot 87;

THENCE north 45 degrees 11 minutes 00 seconds west along the westerly limits of the said Lots 87 and 88, 105.62 feet to the northwesterly angle of the said Lot 88;

THENCE north 44 degrees 47 minutes 40 seconds east along the northerly limit of the said Lot 88, 206.00 feet to a survey monument found at the northeasterly angle of the said Lot;

THENCE south 45 degrees 30 minutes 20 seconds east, to and along the line of the easterly face of metal clad barn now standing on the herein described lands and its production southerly (the said line being also the easterly limit of Lot 88) 51.90 feet to a survey monument planted at the southeasterly angle of the said Lot 88;

THENCE south 44 degrees 08 minutes 20 seconds west, along the southerly limit of the said Lot 88, 109.70 feet to a survey monument planted;

THENCE south 46 degrees 52 minutes 10 seconds east, along the line of a wooden fence 51.63 feet to a survey monument planted in the southerly limit of Lot 87;

THENCE south 44 degrees 17 minutes 00 seconds west, along the southerly limit of the said Lot 87, 98.13 feet to the point of commencement.

SCHEDULE B

SCHEDULE OF APPROVED PLANS

<u>DESCRIPTION OF PLAN</u>	<u>PREPARED BY</u>	<u>NUMBER OF PLAN</u>	<u>DATE OF PLAN</u>	<u>DATE OF APPROVAL</u>	<u>APPROVED BY</u>
SITE PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING	PERMIT.
ELEVATION CROSS-SECTION DRAWINGS	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING	PERMIT.
LANDSCAPE PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING	PERMIT.
GRADING AND DRAINAGE PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING	PERMIT.
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	TO BE APPROVED	PRIOR TO	THE ISSUANCE	OF A BUILDING	PERMIT.
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT INCLUDED				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1. The Owner shall convey to the City, the following road widenings:

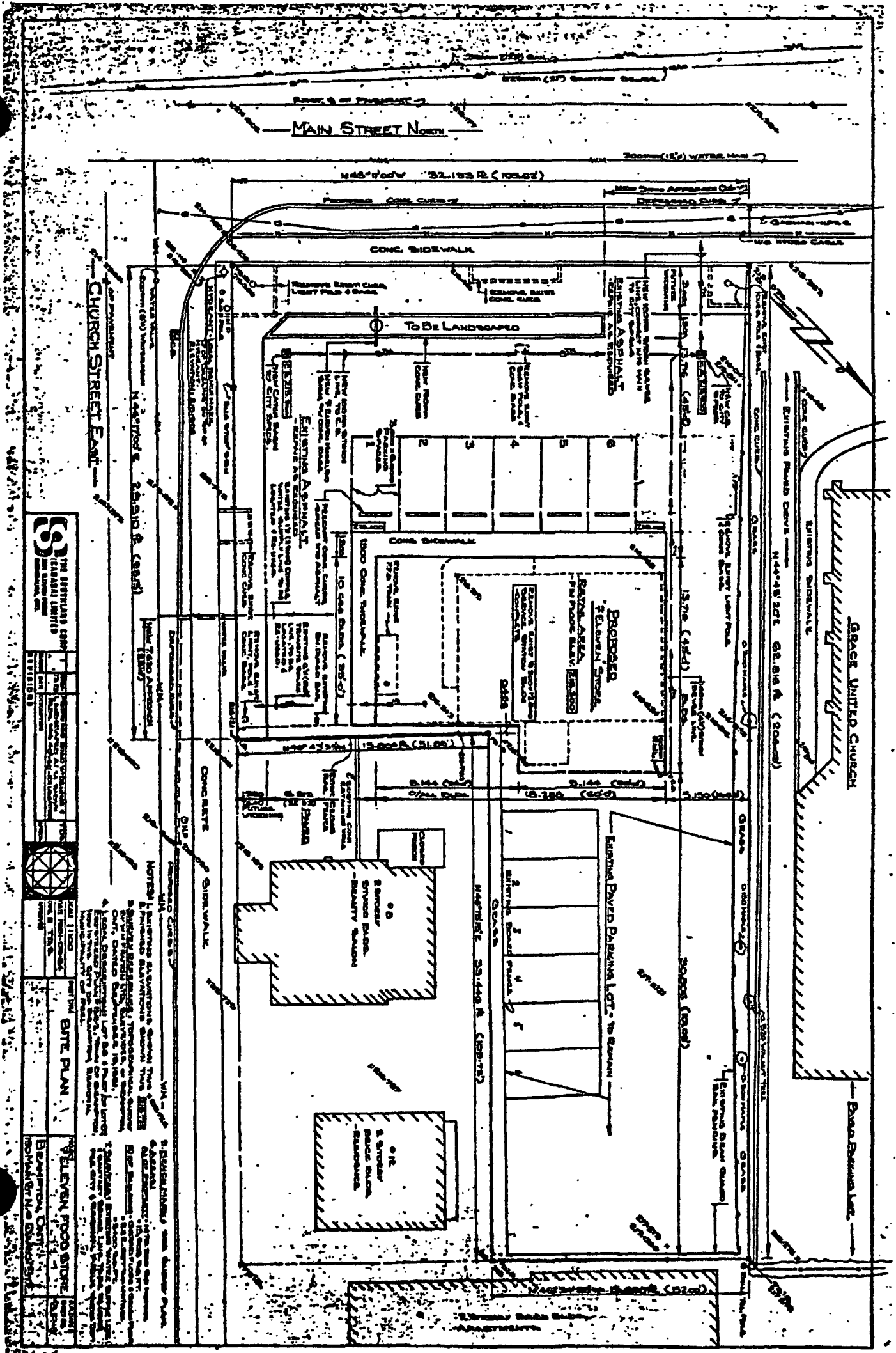
Road  
Widenings

- 1.1 2.99 metre widening along the entire Main Street North frontage of the lands,
- 1.2 1.965 metre widening along the entire Church Street East frontage of the property.
- 1.3 5.0 metre x 5.0 metre daylight triangle at the intersection of Main Street North and Church Street East calculated before widening.

SCHEDULE D

SPECIAL PROVISIONS

1.                   The Owner covenants and agrees that the lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-1 and the Owner further acknowledges and agrees that a building permit will not be issued until such time as the detailed Site Plan and the detailed Elevation Cross-Section Drawings and all other drawings referred to in Schedule B are approved in accordance with By-law Number 275-79.  
Concept  
P1
2.                   The Owner acknowledges that it may be required to plant boulevard trees on Church Street and Main Street and if it is, these trees shall be shown on the landscape plan required to be approved pursuant to this agreement.
3.                   If the Owner be delayed in remedying any default as required by paragraph 17.4 by strikes, lock-outs, fire, unusual delay by common carriers, or unavoidable casualties or by any cause of any kind whatsoever beyond the Owner's control then the time for remedying such default shall be extended for such reasonable time as the Commissioner of Public Works may decide.  
Delays
4.                   Wherever decisions are required to be made pursuant to this agreement by City Officials the discretion of these officials shall be exercised according to reasonable acceptable planning and engineering principles and standards.  
Discretion  
of City  
Officials



THE GEORGE W. BROWN ARCHITECTURAL FIRM, INC.  
 1000 N. 10TH ST., SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111



NO.	DATE	DESCRIPTION
1	11/15/20	PRELIMINARY SITE PLAN
2	12/10/20	REVISED SITE PLAN
3	01/15/21	FINAL SITE PLAN

**SITE PLAN**

**7' ELEVEN FOOD STORE**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that

\_\_\_\_\_  
(Insured Party)

has comprehensive general liability insurance coverage with

\_\_\_\_\_  
(Insurance Company)

under Policy No. \_\_\_\_\_, for the work at

\_\_\_\_\_  
(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City as an additional named insured,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City, and
6. shall be in effect for the period of this agreement, including any period of guaranteed maintenance,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated \_\_\_\_\_, between

\_\_\_\_\_ and

The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

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

COUNTERSIGNED: \_\_\_\_\_

NAME OF AGENCY OR COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

JOSEPH OLIVEIRA and  
MARIA F. OLIVEIRA

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

BANK OF MONTREAL

---

A G R E E M E N T

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CITY OF BRAMPTON,  
LAW DEPARTMENT,  
150 CENTRAL PARK DRIVE,  
BRAMPTON, ONTARIO  
L6T 2T9

PASSED March 8th 19 82

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# BY-LAW

No. 55-82

To authorize execution of an agreement  
between Joseph Oliveira, Maria Filomena,  
The Bank of Montreal and The Corporation  
of the City of Brampton.