



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 78-86

To authorize the execution of an agreement between Guillio Giovannone and Tullia Giovannone and The Corporation of the City of Brampton

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 dated April 14th, 1986 between Guillio Giovannone and Tullio Giovannone 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 14th day of April, 1986.

KENNETH G. WHILLANS

MAYOR

LEONARD J. MIKULECH

CLERK

TEMPORARY RESIDENCE AGREEMENT

MEMORANDUM OF AGREEMENT made in duplicate this
14th day of APRIL, 1986.

B E T W E E N :

GUILIO GIOVANNONE and TULLIA GIOVANNONE,
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,

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 there are no mortgagees of the lands;

AND WHEREAS the Owner has made application to
the City for an amendment to the City's zoning by-law to
permit a temporary residence to be located on the lands
and the City is of the opinion that this use of the lands
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.

NOVEMBER/85/D6

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the location of the temporary residence on the lands and rezoning the lands to permit this use, the Owner agrees with the City as follows:

1. The Owner agrees that the temporary residence
Site Plan shall be constructed within the building envelope shown on
Schedule B the site plan attached as Schedule B to this agreement,
and the Owner further agrees to provide, install and complete at its own expense all of the works and other matters shown on the site plan to the satisfaction of the City.

2. This agreement shall be conditional upon the
Rezoning rezoning by-law permitting the lands to be used for a temporary residence coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

3. The Owner acknowledges that the rezoning
Three Year by-law permitting the temporary residence to be located on
Approval the lands shall only authorize this use for a period of three (3) years from the date of its passing in accordance with the provisions of section 38 of the Planning Act, 1983. The Owner agrees with the City to remove the temporary residence from the lands by no later than the date this temporary use ceases to be in effect. The Owner further agrees that it will only occupy or permit the temporary residence to be occupied by those persons providing farm labour to the Owner.

4. The Owner shall restrict the means of vehicular ingress and egress to the lands and to the temporary residence to those locations shown on the site plan.

5. The Owner shall, prior to the issuance of any building permit, obtain the approval of the Metropolitan Toronto and Region Conservation Authority to the actual location of the building and to the grading plans required as a condition of issuance of the building permit.

6. The City shall not issue any building permits until provided with confirmation in writing from the Peel Regional Health Unit and the Ministry of the Environment that the Owner has made satisfactory arrangements for the provision to the temporary residence of an adequate potable water supply and the installation of a private sewage disposal system.

7. 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 temporary residence.

8. The lands more particularly described in Schedule A attached hereto are the lands affected by this agreement.

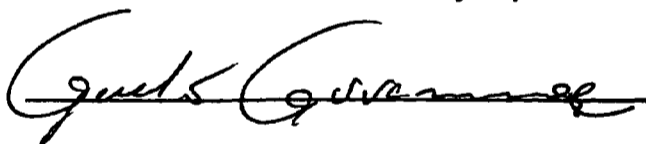
9. The Owner consents to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement

on the title to the whole or any part of the lands. Prior to the issuance 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.

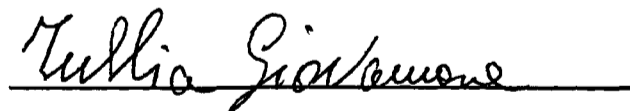
10. The covenants, agreements, conditions and Successors undertakings herein contained on the part of the Owner and shall run with the lands and shall be binding upon it and Assiqns upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or The Regional Municipality of Peel.

IN WITNESS WHEREOF THE PARTIES of the First Part have hereunto affixed their hands and the party of the Second Part have hereunto affixed its corporation seal attested by the hands of its proper officers duly authorized in that behalf.

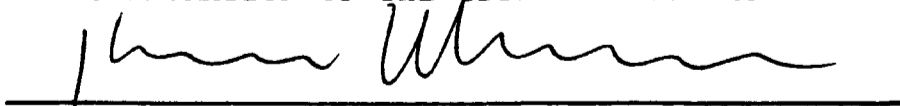

GUILIO GIOVANNONE
I certify that I am at least eighteen years old and that TULLIA GIOVANNONE is my spouse.



TULLIA GIOVANNONE
I certify that I am at least eighteen years old and that GUILIO GIOVANNONE is my spouse.



THE CORPORATION OF THE CITY OF BRAMPTON


KENNETH G. WHILLANS MAYOR
LEONARD J. MIZULICH CLERK

AUTHORIZATION BY-LAW
7886
PASSED BY CITY
COUNCIL ON THE 146
DAY OF APRIL 19 86

LEGAL DESCRIPTION OF THE LANDS

Part of Lot 10, Concession 9, East of Hurontario Street, geographic Township of Toronto Gore, City of Brampton, Regional Municipality of Peel (formerly in the Township of Toronto Gore, County of Peel) being 18.913 acres, more or less, and more particularly described as follows:

PREMISING that the southwesterly limit of the said west half of the said Lot 10 has a governing bearing of North 45 degrees, 11 minutes West and relating all bearings quoted herein thereto;

COMMENCING at an iron bar planted in the said southwesterly limit of the said half lot distant 1,212.81 feet measured northwesterly thereon from a standard iron bar planted marking the most southerly angle of the said half lot;

THENCE North 38 degrees 38 minutes 20 seconds East parallel to the existing southeasterly limit of the said half lot 1,091.34 feet, more or less, to an iron bar planted in the line of the existing limit between the east and west halves of the said west half of the said Lot 10;

THENCE North 44 degrees 28 minutes 50 seconds West along the last said limit 789.66 feet more or less, to an iron bar planted in the northwesterly limit of the said half lot;

THENCE south 38 degrees 31 minutes West along the last said limit 1,101.32 feet to a standard iron bar found planted marking the most westerly angle of the said half lot;

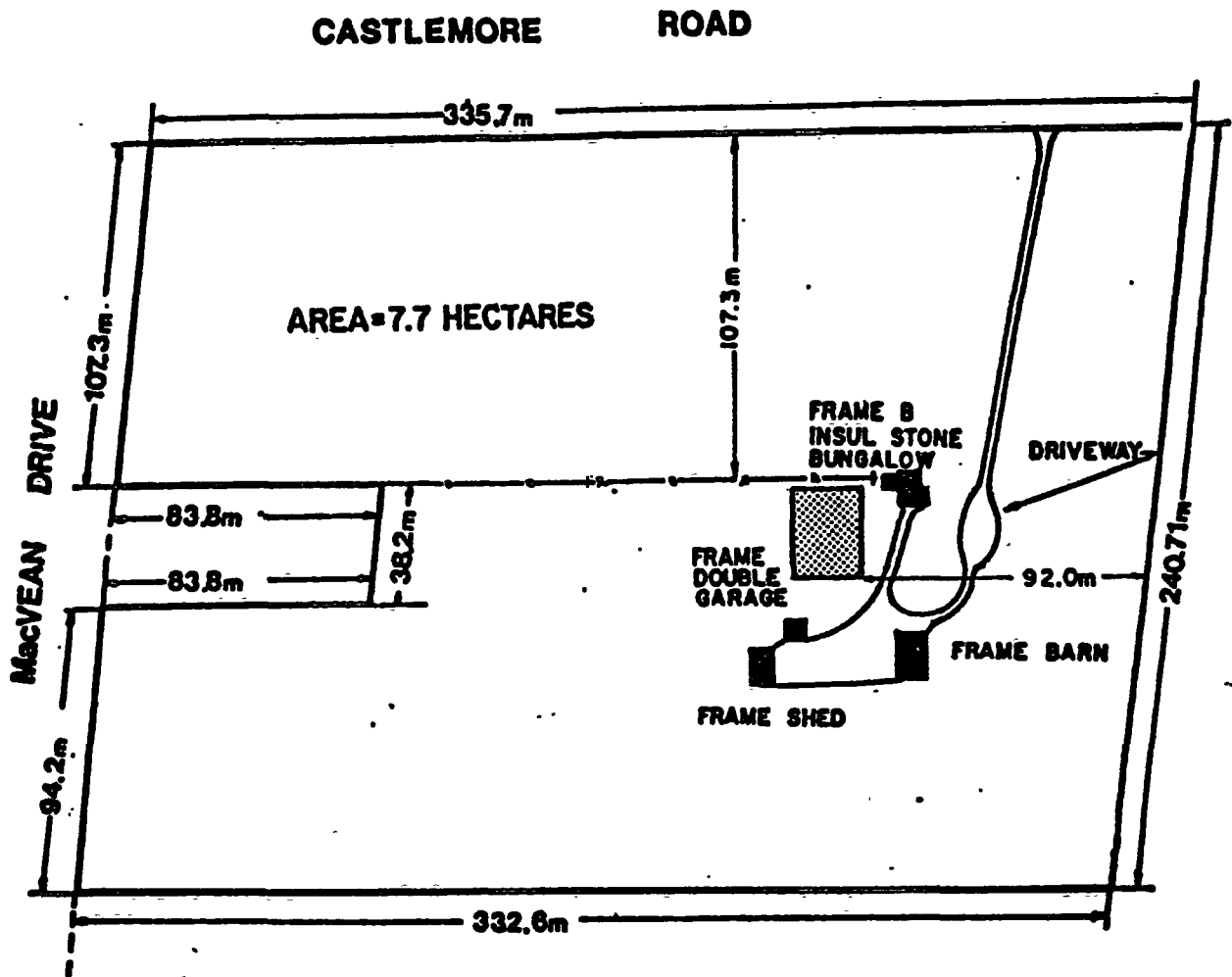
THENCE South 45 degrees 11 minutes East along the said southwesterly limit of the said half lot 352.00 feet, more or less, to a standard iron bar found planted;

THENCE North 38 degrees 59 minutes East 275.00 feet, more or less, to a standard iron bar found planted;

THENCE South 45 degrees 11 minutes East 125.00 feet, more or less, to a standard iron bar found planted;

THENCE South 38 degrees 59 minutes West 275.00 feet, more or less, to a standard iron bar found planted in the said southwesterly limit of the said half lot;

THENCE South 45 degrees 11 minutes East along the last said limit 308.99 feet, more or less, to the point of commencement.



LEGEND

 BUILDING ENVELOPE

CONCEPT SITE PLAN
SCHEDULE B



1:2300

CITY OF BRAMPTON
Planning and Development

Date: 85 10 24 Drawn by: K.L.
File no. C9E10.3 Map no. 51-9G