



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 83-79

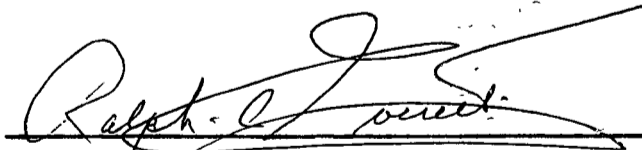
To authorize the execution of an agreement between Gus Kouretsos, Jimis Kouretsos, Peter Kouretsos, The Corporation of the City of Brampton, The Regional Municipality of Peel and the Estate of the late Dorothy Lorraine Cumberland

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 Gus Kouretsos, Jimis Kouretsos, Peter Kouretsos, The Corporation of the City of Brampton, The Regional Municipality of Peel and the Estate of the late Dorothy Lorraine Cumberland, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD 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
19th day of April , 1979.

B E T W E E N :

GUS KOURETSOS, JIMIS KOURETSOS and PETER KOURETSOS, all
of the Borough of Etobicoke, Municipality of Metropolitan
Toronto,

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

JOHN CAMERON PALLET, executor of
THE ESTATE OF THE LATE DOROTHY LORRAINE CUMBERLAND

hereinafter called the 'Mortgagees'

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 Mortgagees are the only mortgagees 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;

JP
LÁSZLÓ PÁNDY-SZEKERES
SOLICITOR FOR
THE CITY OF BRAMPTON

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.
Muni-
cipal
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 clean 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 will not be issued until the sign height, placement, location and design have been so approved.

17. Engineering Works The Owner shall, at its own expense, install, construct and erect to the satisfaction of the City and the Region, the following works, all in accordance with locations, plans and specifications as approved by the City and the Region:

- (a) extension westerly of the existing traffic median on Steeles Avenue to a point opposite the western limit of the land.

18. The Owner agrees to convey to the Region at its own expense, free of all encumbrances, a one foot reserve along the frontage of the site except across the end driveway access as shown on Schedule 'B' attached hereto.

19. The Owner acknowledges that only right-turn in and right-turn out traffic movements shall be allowed to and from the entrance to the site from Steeles Avenue as shown on Schedule 'B' and the Owner further agrees to install any necessary traffic control devices and signs deemed necessary by the Engineer to restrict such traffic movements.

20. The Owner agrees that it will neither apply for nor be entitled to receive a building permit for the building shown on Schedule 'B' attached hereto until such time as sanitary sewer service, municipal water and storm sewer service is available to the lands to the satisfaction of the City and the Region.

21. The landscaping plan required to be approved pursuant to paragraph 8 of this agreement, shall include a four (4) foot high black vinyl chain link fence around the boundary of the land except the frontage on Steeles Avenue and shall indicate screening of the garbage disposal area to the satisfaction of the City.

22. 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.

23. 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.

One
Foot
Reserve

Turning
element

Building
Permits

Land-
scaping
Plan

By-laws

Entry
on the
lands

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

25. The Owner shall not call into question directly or
indirectly in any proceedings whatsoever in law or in equity
Agreement or before any administrative tribunal the right of the City
Binding 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 Mortgagees join herein to consent to the terms
Mortgagees 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.

27. The covenants, agreements, conditions and undertakings
Successors herein contained on the part of the Owner shall run with the
& Assigns 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.

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW	
NUMBER	83-79
PASSED BY CITY	
COUNCIL ON THE	23 RD
DAY OF	APRIL 19 79

James E. Archdekin

 JAMES E. ARCHDEKIN MAYOR

Ralph A. Everett

 RALPH A. EVERETT ACTING CLERK

THE REGIONAL MUNICIPALITY OF PEEL

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

Frank Bean

 CHAIRMAN

K. Butler

 CLERK

Gus Kouretsos

 Gus Kouretsos

Jimis Kouretsos

 Jimis Kouretsos

Peter Kouretsos

 Peter Kouretsos

THE ESTATE OF DOROTHY LORRAINE CUMBERLAND

Per: *John Cameron Pallett*

 John Cameron Pallett

[Handwritten signature]

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, formerly in the Township of Toronto, County of Peel), and Province of Ontario, and being composed of part of the east half of Lot 15 in the Third Concession east of Hurontario Street, in the said City the boundaries of which said parcel may be more particularly described as follows:

FIRSTLY

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, formerly in the Township of Toronto, in the County of Peel) and Province of Ontario, containing by admeasurement 0.49 acres, more or less, and being composed of Part of the East Half of Lot 15, in the Third Concession East of Hurontario Street, in the said City, the boundaries of which said parcel may be more particularly described as follows:

PREMISING that the road allowance between the Townships of Chinguacousy and Toronto has at the Third Concession East of Hurontario Street, an astronomic bearing of North 38 degrees 42 minutes East and relating all bearings quoted herein thereto and

COMMENCING at a stake planted in the north-west limit of the said Lot 15 distant 229 feet 9 inches, more or less, measured westerly therealong from the most northerly angle of the said Lot 15, and which stake is also planted in the line of an existing wire boundary fence running in a south-easterly direction;

THENCE South 45 degrees 16 minutes East along the said wire fence 131 feet to a stake planted at an angle in the same;

THENCE South 39 degrees 13 minutes West along a wire boundary fence 165 feet and 8 inches to a stake planted at an angle in the same;

THENCE North 45 degrees 53 minutes West along a wire boundary fence 129 feet and 4 inches to a stake planted in the same and in the said north-west limit of Lot 15;

THENCE North 38 degrees 42 minutes East along the last said limit 167 feet and 3 1/2 inches, more or less, to the point of commencement.

SAVE AND EXCEPT that portion of the said lands expropriated by The Corporation of the County of Peel by Notice of Expropriation registered on the 7th day of May, 1963, as No. 153966 Toronto Township.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Brampton (formerly in the Township of Toronto) in the Regional Municipality of Peel, and Province of Ontario (formerly in the County of Peel) and being composed of Part of Lot 15 in the Third Concession East of Hurontario Street, the limit of which said parcel of land may be more particularly described as follows:

PREMISING that the Northwesterly limit of the said Lot 15 has an assumed course of North 38 degrees 42 minutes East in accordance with a plan of survey by Kitto and Jackson, Ontario Land Surveyors dated October 25th, 1954 and relating all bearings herein thereto;

COMMENCING at the survey monument planted in the Northwesterly limit of the said Lot 15 distant 396.28 feet measured Southwesterly thereon from a survey monument found at the most Northerly angle thereof;

THENCE South 38 degrees 42 minutes West along the said Northwesterly limit of Lot 15 50.00 feet to a survey monument planted;

THENCE South 45 degrees 45 minutes 30 seconds East 177.00 feet to a survey monument planted;

THENCE North 38 degrees 42 minutes East 50.00 feet to a survey monument planted;

THENCE North 45 degrees 45 minutes 30 seconds West 177.00 feet to the point of commencement.

SAVE AND EXCEPT that portion of the said lands expropriated by The Corporation of the County of Peel by Notice of Expropriation registered on the 7th day of May, 1963, as No. 153966 Toronto Township.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, GEORGE KENNETH HUTCHESON
of the City of Mississauga
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 Mississauga by Gus Kouretsos, Jimis Kouretsos and
Peter Kouretsos.

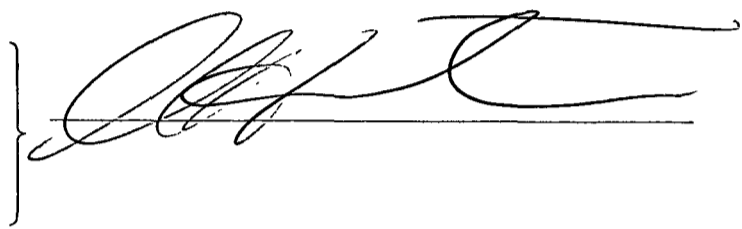
*See footnote

*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
Mississauga, in the Regional
Municipality of Peel

this 25th day of April 19 79.


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

~~I~~WE, GUS KOURETSOS, JIMIS KOURETSOS and PETER KOURETSOS, all
of the Borough of Etobicoke,
in the Municipality of Metropolitan Toronto

* If attorney
see footnote

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

~~I~~WE were 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) We were spouses of one another.
- c) _____ was my spouse.

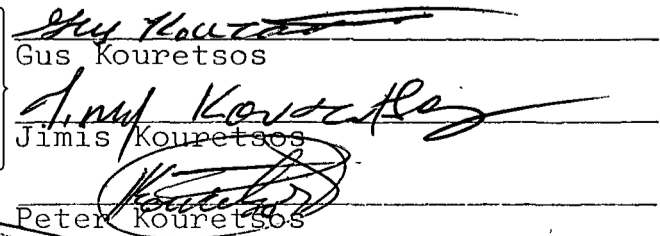
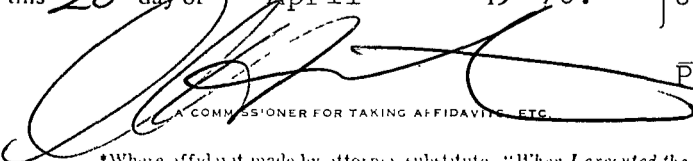
* See out
applicable
clauses.

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

Resident of
Canada, etc.

(SEVERALLY) SWORN before me at the City
of Mississauga, in the Regional
Municipality of Peel

this 20th day of April 19 79.


Gus Kouretsos
Jimis Kouretsos
Peter Kouretsos
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 own in or co-owns Section 1(f) of The Family Law Reform Act, 1978 (or complete separate usual etc)

AFFIDAVIT OF SUBSCRIBING WITNESS

I, GEORGE KENNETH HUTCHESON
of the City of Mississauga
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 Mississauga by John Cameron Pallett

*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 Mississauga, in the Regional Municipality of Peel

this 20th day of April 19 79.

* 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~~ JOHN CAMERON PALLETT, Solicitor
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,
I was one of the Executors of the Estate of Dorothy Lorraine Cumberland.

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) We were spouses of one another.
- c) _____ was my spouse.

* See out applicable clauses.

**Not a Matrimonial Home, etc see footnote.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the City of Mississauga, in the Regional Municipality of Peel

this 20th day of April 19 79.

John Cameron Pallett

*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 is not present or not of age 18 (18(1) of The Family Law Reform Act, 1978 (or complete separate affidavit))

PASSED April 23, 1979



BY-LAW

83-79

No. _____

To authorize the execution of an Agreement between Gus Kouretsos, Jimis Kouretsos, Peter Kouretsos, The Corporation of the City of Brampton, The Regional Municipality of Peel and the Estate of the late Dorothy Lorraine Cumberland.

516632

No.

Registry Division of Peel (No 43).

I CERTIFY that this instrument is registered as of

1979 JUN 4 PM 3 31

In The Land
Registry Office
at Brampton,
Ontario.

Nera Forter
LAND REGISTRAR

DATED: April 19th, 1979

GUS KOURETSOS, JIMIS KOURETSOS
and PETER KOURETSOS

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

ESTATE OF DOROTHY LORRAINE CUMBERLAND

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