



THE CORPORATION OF THE CITY OF BRAMPTON

originals  
sent  
To Rogers  
March 25/76  
file PL 3.21.76

# BY-LAW

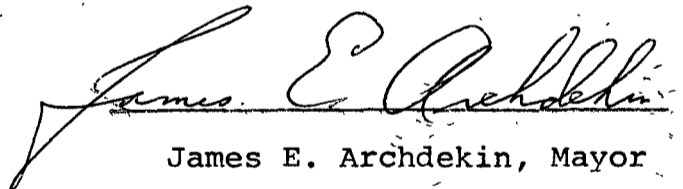
Number 85-76

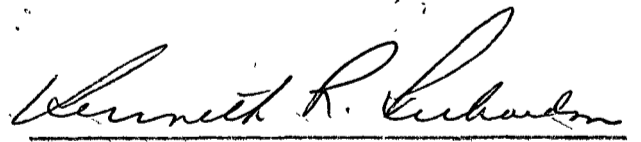
A By-law to authorize the execution of an Agreement between H. & G. Meyer and L. E. Swetman, The Corporation of the City of Brampton and the Regional Municipality of Peel.

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 H. & G. Meyer and L. E. Swetman, The Corporation of the City of Brampton and the Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 22nd, day of March, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk



# BY-LAW

85-76

No. \_\_\_\_\_

A By-law to authorize the execution of an Agreement between H. & G. Meyer and L. E. Swetman, The Corporation of the City of Brampton and the Regional Municipality of Peel.

MEMORANDUM OF AGREEMENT made in duplicate  
this 22nd day of March 1978

B E T W E E N :

H. AND G. MEYER and  
L. E. SWETMAN

hereinafter called the Owners

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

NO MORTGAGEES

hereinafter called the Mortgagees

OF THE FOURTH PART

WHEREAS the Owners warrant that they are the Owners  
of the lands shown on a survey annexed hereto as Schedule "A"  
and further warrant that the Mortgagees are the only mortgagees  
of the said lands;

AND WHEREAS the Owners have applied to the City for a rezoning of the said lands 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 Owners 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 said lands, the Parties hereto agree each with the other as follows:

SITE PLAN

1. The lands located at the north-west corner of the proposed intersection between North Park Drive and Torbram Road in the City of Brampton and more particularly described in Schedule "B" to this agreement shall be developed in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owners shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "A" to those locations shown on the said schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice to the satisfaction of the City Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owners. The said 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.

3. The Owners shall use only such locations for access for construction purposes as the City Engineer may approve.
  
4. The Owners agree 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 other material. The City Engineer may give the Owners twenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owners forthwith upon being invoiced therefor by the City Engineer.
  
5. The Owners will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owners, their agents, servants, employees, subcontractors or material suppliers.
  
6. The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said 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 City Engineer and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer and 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 City Engineer.

7. Detailed grading, building and landscaping plans for the lands shown on Schedule 'A' will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners shall sod, landscape and fence the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director 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 City Engineer shall be carried out by the Owners at their 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 Owners covenant for themselves, their successors and assigns that they will plant, preserve and maintain the plantings as shown on the landscape plan including the boulevard areas along Torbram Road and North Park Drive adjacent to the lands and all landscaping in accordance with the said landscape plan shall be completed within twelve months of the issuance of the building permit to the satisfaction of the Director of Parks and Recreation of the City of Brampton.

8. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

9. At no cost to the City, the Owners shall grant unto the City free of encumbrance the lands indicated on Schedule 'A' and more particularly described in Schedule 'C' to this agreement for municipal purposes. The executed deeds for the aforesaid lands shall be lodged with the City prior to the issuance of any building permit in respect of the said lands. The lands to be conveyed to the City shall include a fifteen foot (15'0") road widening along Torbram Road and a fifty foot (50'0") daylighting triangle at the corner of North Park Drive and Torbram Road as indicated on Schedule 'A' annexed hereto.

OTHER APPROVALS

10.

The Owners shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, water-mains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands 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.

The Owners shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances to service the lands and such other matters including such payments as the said authority shall require, provided, however, that the electrical distribution system shall be underground. 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.

12. The Owners hereby covenant and agree to obtain a detailed analysis of noise-reduction requirements caused by air traffic noise related to the use of Toronto International Airport, including approaches and departures, and shall ensure that the necessary noise control features be included in the building designs of any buildings erected on the lands shown on Schedule "A"; this analysis of noise-reduction requirements shall have full regard for the policy statement on the subject released to the public by the Minister of Municipal Affairs on 9 October 1969 relating the requirements to those for lands in Noise Sensitivity Zone IV of that statement.

FINANCIAL

13. The Owners agree 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. The Owners agree 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 required to be performed by this agreement as estimated by the City Engineer to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.



15. The Owners 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 equal to four per cent (4%) of the total cost of the works required to be performed by this agreement excluding the cost of any buildings to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the work is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

16. Notwithstanding any of the provisions of this agreement, the Owners shall be subject to all the by-laws of the City of Brampton.

17. The Owners 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 Owners in any such proceeding.

18. 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.

19.

The covenants, agreements, conditions and undertakings herein contained on the part of the Owners shall run with the lands and shall be binding upon them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

IN WITNESS WHEREOF the Owners have hereunto set their hands and seals and the City of Brampton and the Regional Municipality of Peel have caused to be affixed their corporate seal attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED )  
AND DELIVERED )  
IN THE PRESENCE OF )

\_\_\_\_\_  
\_\_\_\_\_  
*[Signature]*

*[Signature]*  
\_\_\_\_\_  
H. MEYER  
*[Signature]*  
\_\_\_\_\_  
G. MEYER  
*[Signature]*  
\_\_\_\_\_  
L. E. SWETMAN

THE CORPORATION OF THE CITY OF BRAMPTON

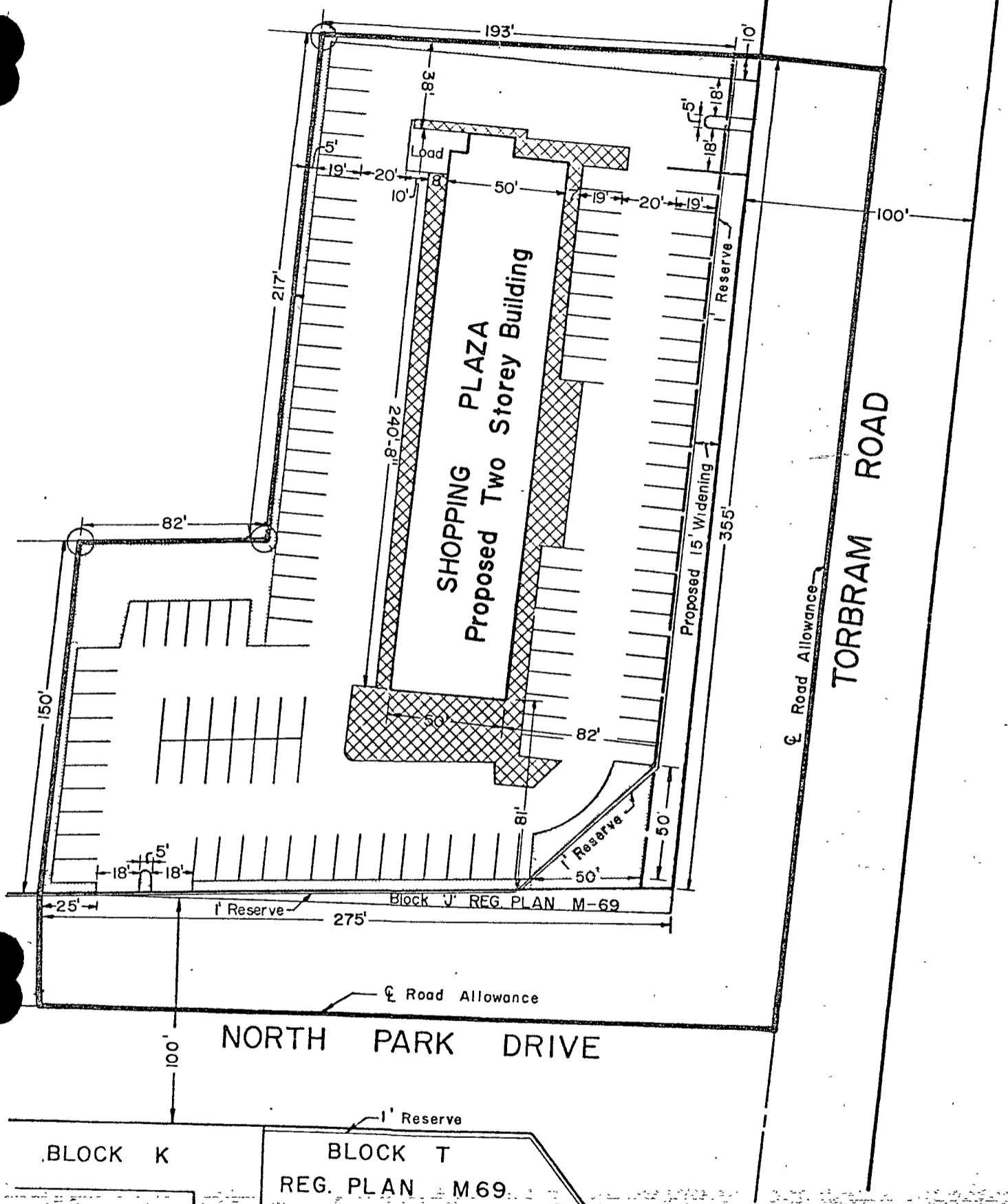
*[Signature]*  
\_\_\_\_\_  
JAMES E. ARCHDEKIN MAYOR

*[Signature]*  
\_\_\_\_\_  
KENNETH R. RICHARDSON CLERK



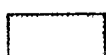
THE REGIONAL MUNICIPALITY OF PEEL

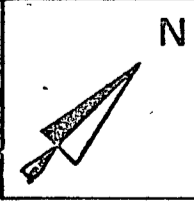
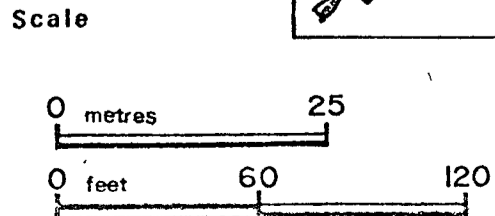
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
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RICHARD [Signature] CLERK

AUTHORIZATION BY-LAW  
NUMBER 73-76  
PASSED BY THE REGIONAL  
COUNCIL ON THE 8<sup>th</sup>  
DAY OF April 1976.



CITY OF BRAMPTON  
SCHEDULE 'A'

- Legend**
-  OPTIONAL WALKWAYS
  -  PEDESTRIAN AREA
  -  LANDSCAPED AREA



Drawn	m.o.
Date	October 20/75
File No.	C5E9.3
Dwg. No.	A

CITY OF  
**BRAMPTON**  
PLANNING  
DEPARTMENT

FIRSTLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being part of Lot 9, Concession 5, East of Hurontario Street, in the City of Brampton, in the Regional Municipality of Peel, (formerly in the Township of Chinguacousy, in the County of Peel), and being more particularly described as follows:

COMMENCING at a point measured south 45 degrees 11 minutes east 198 feet from the north-east angle of Lot 9 and being also the south-easterly angle of the burying ground of the said lot (the said burying ground being more particularly described in deed registered as Number 18374 for the Township of Chinguacousy); THENCE south 45 degrees 11 minutes east 209 feet; THENCE south 37 degrees 46 minutes west 209 feet; THENCE north 45 degrees 11 minutes west 209 feet; THENCE north 37 degrees 46 minutes east along the south-easterly side of the burying ground aforesaid to the place of beginning;

AND SECONDLY

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 Township of Chinguacousy, in the County of Peel), containing by admeasurement one acre more or less and being composed of part of the East Half of Lot 9 in the 5th Concession, East of Hurontario Street, the boundaries of which parcel may be described as follows:

PREMISING that the north-east limit of the said Lot 9 has an assumed astronomic bearing of North 45 degrees 11 minutes West and relating all bearings quoted herein thereto and commencing at an iron bar planted in the north-easterly limit of the said Lot 9 415.28 feet measured southerly there along from an iron bar planted at the most northerly angle of the said Lot 9; THENCE south 45 degrees 11 minutes east along the said north-easterly limit of Lot 9 150 feet to an iron bar planted in the same; THENCE south 38 degrees 39 minutes 20 seconds west 292.15 feet to an iron bar planted; THENCE north 45 degrees 11 minutes west 150 feet to an iron bar planted; THENCE north 38 degrees 39 minutes 20 seconds east to and along the line of an existing wire boundary fence 292.15 feet more or less to the point of commencement.

SCHEDULE "C"

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

A fifteen-foot (15'0") road widening along Torbram Road  
and a one-foot (1'0") reserve

A fifty-foot (50'0") daylighting triangle at the corner  
of North Park Drive and Torbram Road and a one-foot (1'0")  
reserve

DATED

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BETWEEN

H. AND G. MEYER  
AND  
L. E. SWETMAN

A N D

THE CORPORATION OF THE CITY  
OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

---

A G R E E M E N T

---

JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON  
24 QUEEN STREET EAST  
BRAMPTON  
ONTARIO  
L6V 1A4

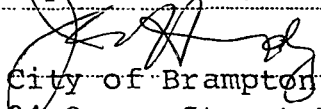
To The Registrar of the Registry Division of

J. Judith E. Hendy of the City of Brampton, of the  
Regional Municipality of Peel

hereby deposit with you and require you to take into your custody, pursuant to Part II of The  
Registry Act, the following documents:—

Description of Documents	Names of all Parties	Any other particulars or subject of certificate, affidavit, etc.	Lands in this Registry Division to which Documents relate
Division ement	H. AND G. MEYER and L. E. SWETMAN, THE CORPORATION OF THE CITY OF BRAMPTON, and THE REGIONAL MUNICIPALITY OF PEEL		Part of Lot 9, Concession 5, East of Hurontario Street, in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel and more particularly described on Schedule "E" annexed to the agreement <b>HERETO.</b>

UP TO TEN DOCUMENTS MAY BE FIRMLY ATTACHED TO THIS REQUISITION.

Dated September 12, 1977  
Signature  Judith E. Hendy  
Address City of Brampton  
24 Queen Street East,  
Brampton, Ontario. L6V 1A4  
Occupation City Solicitor

FIRSTLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being part of Lot 9, Concession 5, East of Hurontario Street, in the City of Brampton, in the Regional Municipality of Peel, (formerly in the Township of Chinguacousy, in the County of Peel), and being more particularly described as follows:

COMMENCING at a point measured south 45 degrees 11 minutes east 198 feet from the north-east angle of Lot 9 and being also the south-easterly angle of the burying ground of the said lot (the said burying ground being more particularly described in deed registered as Number 18374 for the Township of Chinguacousy); THENCE south 45 degrees 11 minutes east 209 feet; THENCE south 37 degrees 46 minutes west 209 feet; THENCE north 45 degrees 11 minutes west 209 feet; THENCE north 37 degrees 46 minutes east along the south-easterly side of the burying ground aforesaid to the place of beginning;

AND SECONDLY

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 Township of Chinguacousy, in the County of Peel), containing by admeasurement one acre more or less and being composed of part of the East Half of Lot 9 in the 5th Concession, East of Hurontario Street, the boundaries of which parcel may be described as follows:

PREMISING that the north-east limit of the said Lot 9 has an assumed astronomic bearing of North 45 degrees 11 minutes West and relating all bearings quoted herein thereto and commencing at an iron bar planted in the north-easterly limit of the said Lot 9 415.28 feet measured southerly there along from an iron bar planted at the most northerly angle of the said Lot 9; THENCE south 45 degrees 11 minutes east along the said north-easterly limit of Lot 9 150 feet to an iron bar planted in the same; THENCE south 38 degrees 39 minutes 20 seconds west 292.15 feet to an iron bar planted; THENCE north 45 degrees 11 minutes west 150 feet to an iron bar planted; THENCE north 38 degrees 39 minutes 20 seconds east to and along the line of an existing wire boundary fence 292.15 feet more or less to the point of commencement.



Dated September 12 1977

In the Matter of the Title to

1977 SEP 19 PM 12 28

Part of Lot No. 9

447295

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

~~Block~~ Concession No. 5

The documents herein mentioned were deposited  
12:28 P.M.

SEP. 19 1977 in the

Municipality Peel

Land  
Registry Office  
at Brampton,  
Ontario.

*Vera Foster*  
LAND REGISTRAR

**Deposit**

Newsome and Gilbert, Limited, Toronto

Judith E. Hendy,  
City Solicitor,  
City of Brampton,  
24 Queen Street East,  
Brampton, Ontario.  
L6V 1A4