



Repealed  
Bylaw  
194-77

THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 116-77

A By-law to authorize the execution of an Agreement between David M. Cohen and the Corporation of the City of Brampton.


---


The Council of the Corporation of the City of Brampton

ENACTS as follows:-

That the Mayor and Clerk are hereby authorized to execute an Agreement between David M. Cohen and the Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council this 24th day of May, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate  
this 10<sup>th</sup> day of May 1977

B E T W E E N

DAVID M. COHEN

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 he is the purchaser under an executed agreement of purchase for the lands shown on Schedule "A" annexed hereto, and further warrants that provided the said lands are rezoned in accordance with his present application he intends to become the owner of the said lands;

AND WHEREAS the Owner has applied to the City for 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 Owner 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:

1. The lands located on the west side of Main Street South north of Charolais Boulevard and south of the Etobicoke Creek consisting of part of the east half of Lot 2, Concession 1, W.H.S. in the City of Brampton which lands are shown on Schedule "A" to this agreement shall be developed and maintained only in accordance with the site plan annexed hereto as Schedule "A" and shall be used only for the purposes permitted under a rezoning by-law to be passed by the City of Brampton provided that the said by-law receives Ontario Municipal Board approval and this agreement shall come into effect only upon Ontario Municipal Board approval of the said rezoning by-law.

Site  
Plan

GENERAL

2. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by any construction carried out by the Owner, his agents, servants, employees, subcontractors or material suppliers. The lands shall be graded in a proper workmanlike manner and the lands and abutting roads shall be maintained in a clean state subject only to the necessary construction conditions from time to time. 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 building will be discharged into the storm sewer system of the City in a manner satisfactory to the City Engineering and the City Building and Zoning Co-ordinator. The Owner agrees to construct and maintain, to the standards of the City Engineer, properly surfaced and marked parking areas as shown on Schedule "A".

3. Detailed landscape plans for the lands shown on Schedule "A" will be filed by the Owner and be subject to the approval of the City Director of Parks and Recreation prior to any change in the present use of the existing building located on the lands shown on Schedule "A" and prior to the issuance

Land-  
scape  
Plans

of any building or renovating permits for any buildings on the lands shown on Schedule "A". 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 Director of Parks and Recreation within twelve months of the date on which the rezoning by-law receives Ontario Municipal Board approval. The Owner agrees that the lands will be maintained in a clean state and that the Owner will maintain the landscaping as shown on the approved landscaping plans.

4. All existing trees to be retained must be fenced and protected during construction and no existing trees shall be removed without prior approval in writing from the City Director of Parks and Recreation.

Tree  
Pro-  
tection

5. 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 abutting or affected by the development 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.

Regional  
Services

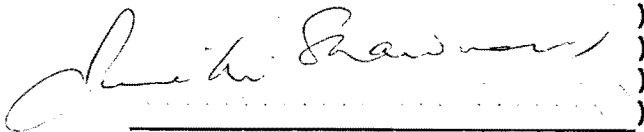
6. The Owner agrees to deposit with the City of Brampton prior to the execution of this agreement, a Letter of Credit in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) from a chartered bank in a form satisfactory to the City of Brampton as security for the performance of the Owner's obligations under this agreement and the Owner agrees that in the event that the Owner fails to comply with the terms of this agreement after reasonable notice from the City, then the City shall have the right to draw upon the said security and to expend the same to complete the Owner's obligations under this agreement. The Owner agrees that the City shall have the right to enter on the lands and to do any work which the Owner is required to do under this agreement.

Security

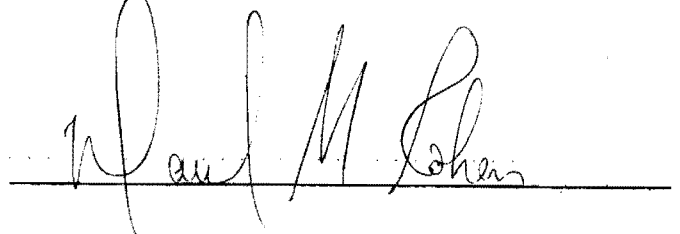
7. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon him and upon his successors and assigns.

IN WITNESS WHEREOF THE OWNER has hereunto set his hand and seal and the other parties hereto have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

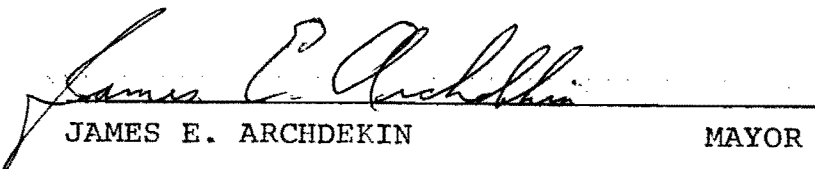
SIGNED, SEALED & DELIVERED)  
IN THE PRESENCE OF

  
\_\_\_\_\_

DAVID M. COHEN

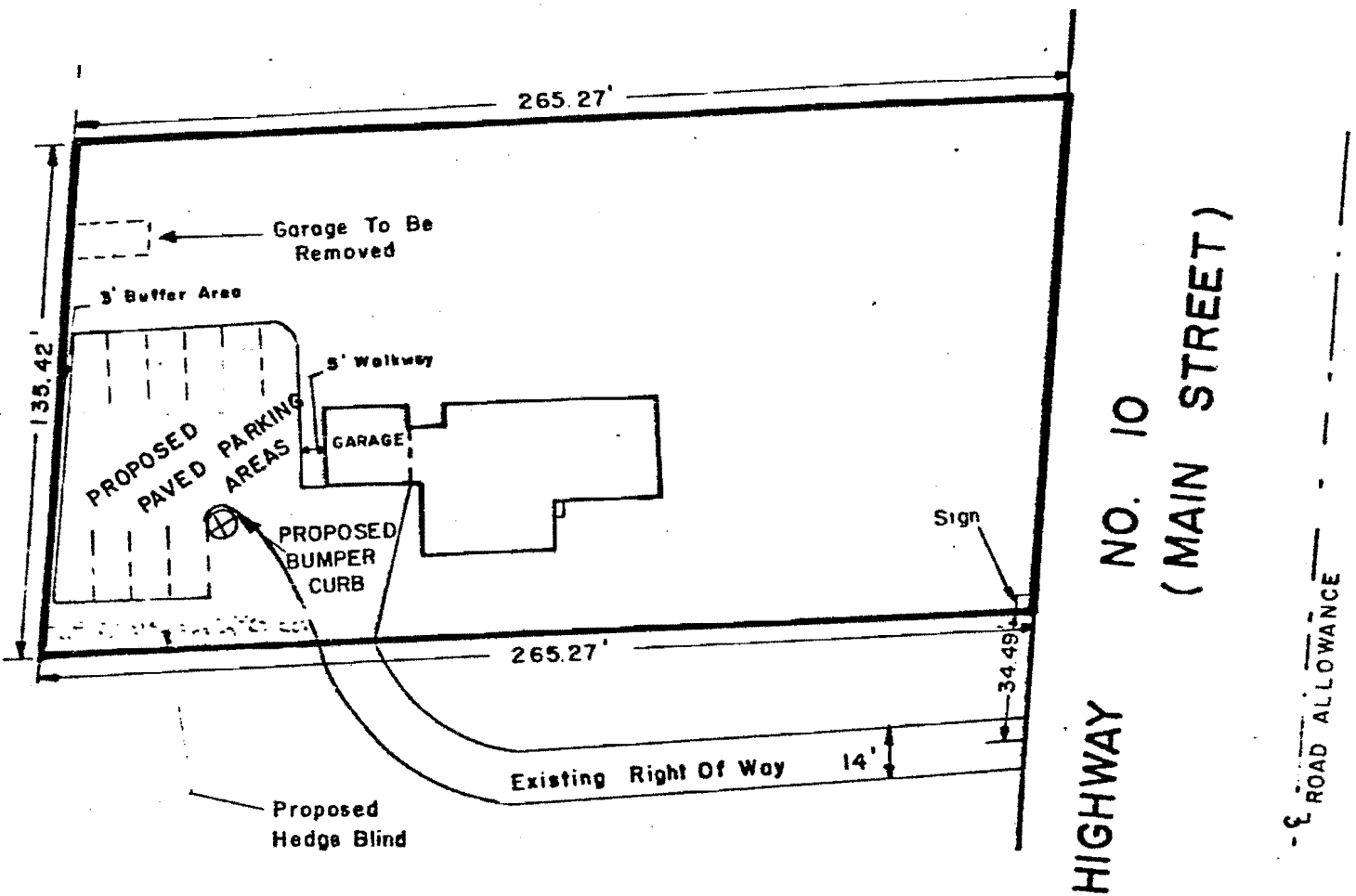
  
\_\_\_\_\_

THE CORPORATION OF THE CITY OF BRAMPTON

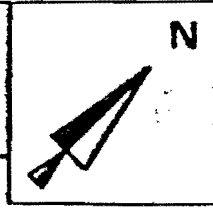
  
JAMES E. ARCHDEKIN MAYOR

  
KENNETH R. RICHARDSON CLERK

LOT 2, CONCESSION : W.P.S.



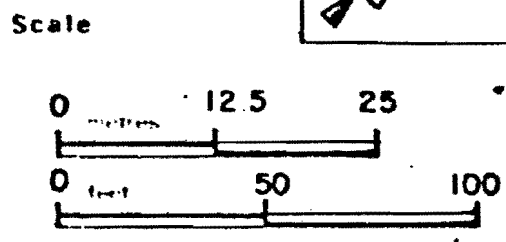
AGREEMENT SCHEDULE 'A'



Drawn	b.k
Date	April 26, 1977
File No.	CIW2.6
Dwg. No.	1

Legend

— Property Boundary



CITY OF  
**BRAMPTON**  
 PLANNING  
 DEPARTMENT

DATED: *may 10, 1977*

---

DAVID M. COHEN

AND

THE CORPORATION OF  
THE CITY OF BRAMPTON

---

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

PASSED May 24 1977



# BY-LAW

No. 116-77

A By-law to authorize the execution  
of an Agreement between David M. Cohen  
and the Corporation of the City of  
Brampton.



BY-LAW 116-77 REPEALED BY BY-LAW 194-77