



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

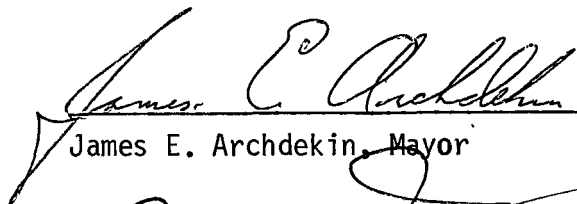
Number 217-79

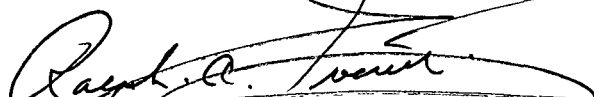
A By-law to authorize the execution
of an Agreement between Aldo Celebre,
Joseph Covello, Mike Figliomene, The
Corporation of the City of Brampton,
Emma Jorgenson and George Van Spronsen
Florist Limited

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

1. That the Mayor and the Clerk are hereby
authorized to execute an Agreement between
Aldo Celebre, Joseph Covello, Mike Figliomene,
The Corporation of the City of Brampton,
Emma Jorgenson and George Van Spronsen
Florist Limited.

READ a FIRST, SECOND, and THIRD TIME and PASSED in Open Council
this 7th day of August, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 7th
day of AUGUST, 1979.

B E T W E E N:

ALDO CELEBRE, JOSEPH COVELLO and
MIKE FIGLIOMENE FIGLIOMENI

Sp

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

~~EMMA X JORGENSEN X AND X~~

GEORGE VAN SPRONSEN FLORISTS LIMITED

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 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;

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.

Commis-
oner
Public
Works

For the purpose of this agreement, the Commissioner of Public Works 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 Commissioner of Public Works 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 access for construction purposes as the Commissioner of
Public Works may approve.

5. During construction, the Owner agrees to employ
Clean and keep employed a sufficient number of sweepers or
Site 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 hours notice to
remove and clean up any earth and mud from such pavement
and sidewalks and in default the Commissioner of Public
Works 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 of Public Works.

6. The Owner will be responsible for any damage
Construc- caused to the roadways, curbs, pavements, boulevards
tion 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 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 trunk sewer system of the City in a manner satisfactory to the said Commissioner. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Commissioner 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 Commissioner.

8. 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 Commissioner of Public Works, 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 Commissioner of Public Works 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 (12) 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. 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.
- Hydro Services

FINANCIAL

12. 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.
- Administration Fees

13. 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.
- Taxes

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 and all landscaping and fencing required to be performed by this agreement as estimated by the Commissioner of Public Works 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 minimize 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 Commissioner of Planning and Development 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. Board Fence The landscape plan required to be approved pursuant to paragraph 8 of this agreement shall show a board fence, six (6) feet in height along the property boundary located north of the six (6) customer parking spaces.

18. Existing Trees The Owner shall preserve all existing trees on the lands which shall be indicated on the landscaping plan.

19. Sidewalk The Owner shall construct at its own expense and in accordance with a location and plans and specifications to be approved by the City, a sidewalk on McMurphy Avenue adjacent to the lands.

20. By-laws 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.

21. 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.

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

23. The Owner 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, covenants and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

24. The Mortgagees join herein to consent to the Mortgagees 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.

25. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner and Assigns 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 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.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

ALDO CELEBRE

[Handwritten signature]

Aldo Celebre

JOSEPH COVELLO

[Handwritten signature]

Joseph Covello

MIKE FIGLIOMENE ~~FIGLIOMENI~~ *§*

[Handwritten signature]

Mike Figliomeni

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR

Ralph A. Everett
RALPH A. EVERETT CLERK

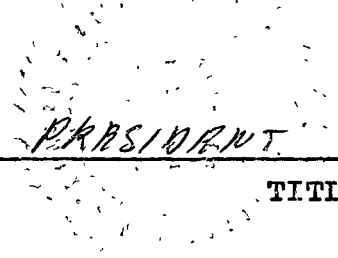
AUTHORIZATION BY-LAW	
NUMBER	<u>217-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>7th</u>
DAY OF	<u>AUGUST</u> 19 <u>79</u> .

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

~~EMMA J. JOHNSON~~

GEORGE VAN SPRONSEN FLORISTS LIMITED

J. H. Van Spronsen



PRESIDENT

TITLE

TITLE

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ANDREW ORR
of the City of Brampton
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 Brampton by Aldo Celebre

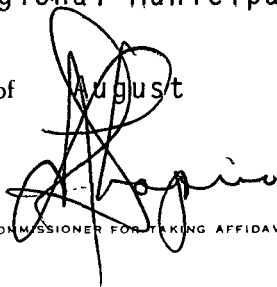
*See footnote

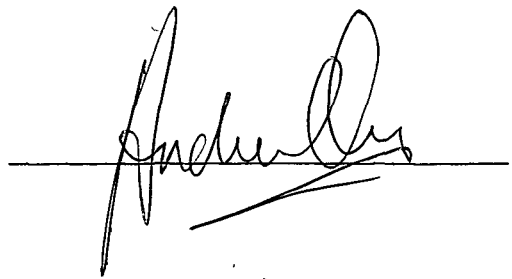
*See footnote

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 Brampton,
in the Regional Municipality of Peel

this 3rd day of August 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~~ ALDO CELEBRE
of the City of Brampton
in the Regional Municipality of Peel

* If attorney see footnote

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

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.
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

**Not a Matrimonial Home, etc. see footnote

The Property described in the attached instrument has never been occupied by me and my spouse as our matrimonial home.

Resident of Canada, etc

I am now and will be at the time of closing of this transaction a resident of Canada within the meaning of the Income Tax Act of Canada.

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

this 2 day of August 19 79.


A COMMISSIONER FOR TAKING AFFIDAVITS, ETC


Aldo Celebre

*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 join in or consent, see Section 42(1) of The Family Law Reform Act, 1978 (or complete separate affidavit).

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ANDREW ORR
of the City of Brampton
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 Brampton by Joseph Covello

*See footnote

*See footnote

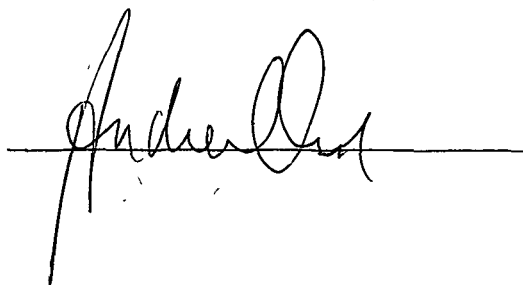
I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument

SWORN before me at the City of Brampton,
in the Regional Municipality of Peel.

this 3rd day of August 19 79.



A COMMISSIONER FOR TAKING AFFIDAVITS ETC



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MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ JOSEPH COVELLO
of the City of Brampton
in the Regional Municipality of Peel

* If attorney see footnote

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

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.

**Not a Matrimonial Home, etc see footnote.

The Property described in the attached instrument has never been occupied by me and my spouse as our matrimonial home.

I am now and will be at the time of closing of this transaction a resident of Canada within the meaning of the Income Tax Act of Canada.

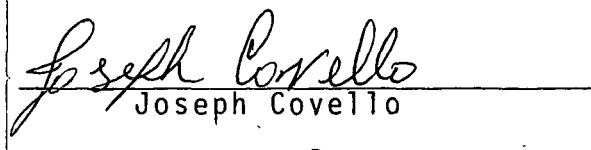
Resident of Canada, etc

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

this 2 day of August 19 79.



A COMMISSIONER FOR TAKING AFFIDAVITS ETC


Joseph Covello

* 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 join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit)

532173

DATED: 7 AUGUST 1979

No.

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

979 05 17 PM 3 40

ALDO CELEBRE, JOSEPH COVELLO
and MIKE FIGLIOMENE

AND

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter

LAND REGISTRAR

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

~~(EMMA JORGENSEN)~~ and
GEORGE VAN SPRONSEN FLORISTS
LIMITED

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

PASSED August 7th 19 79



BY-LAW

No. 217-79

A By-law to authorize the execution of an Agreement between Aldo Celebre, Joseph Covello, Mike Figliomene, The Corporation of the City of Brampton, Emma Jorgenson and George Van Spronsen Florist Limited.