



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

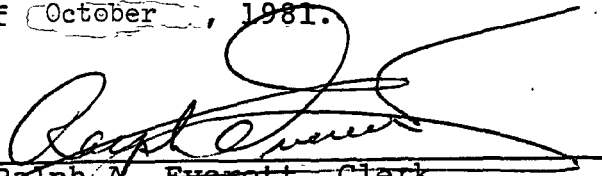
Number 251-81


To authorize the execution
of an agreement with the
Vanden Bergs

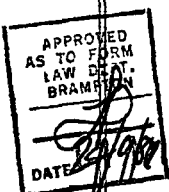
The Council of The Corporation of the City of Brampton
hereby ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute an agreement dated 1 September 1981, between Hendrik Gijsbertus Vanden Berg, Ann Vanden Berg and The Corporation of the City of Brampton, relating to the property owned by Hendrik and Ann Vanden Berg and described as part of Lot 2, Concession 3, West of Hurontario Street.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN
COUNCIL, this 26th day of October, 1981.


Ralph A. Everett, Clerk


James E. Archdekin, Mayor



CONFIDENTIAL

24 SEPTEMBER 1981

TO: JACK GALWAY, CHIEF ADMINISTRATIVE OFFICER

FROM: LASZLO PANDY, ASSISTANT CITY SOLICITOR

SUBJECT: HANK VANDEN BERG
PART OF LOT 2, CON. 3, W.H.S.
OUR FILE 448

In 1977, the Committee of Adjustment granted Mr. Vanden Berg permission to construct a second single family dwelling on the one parcel of land owned by him and his wife, subject to him entering into an agreement with the City. The City appealed this decision to the Ontario Municipal Board, but, after representations to Council by Mr. Vanden Berg, withdrew its appeal on the basis that Mr. Vanden Berg would undertake to use the older and existing house only as an uninhabited accessory building, to remove all plumbing except one sink from this house, and to provide security, in the form of a letter of credit, to guarantee the performance of these undertakings.

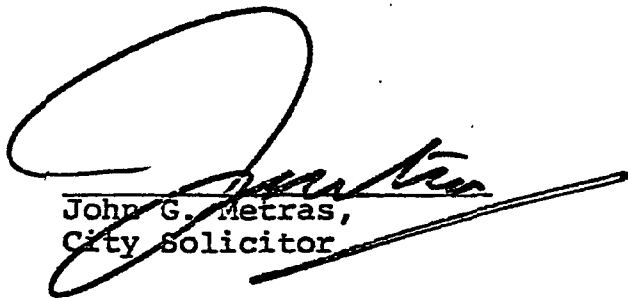
Inspections in 1981 revealed that the older house had been rented to four men as a dwelling. Shortly afterwards, the Vanden Bergs applied to the County Court for a partition. The City immediately drew on the letter of credit, and proceeded to oppose the County Court partition application, and to commence an action in the Supreme Court of Ontario to have the undertaking complied with. The City was successful in obtaining an order of compliance in the Supreme Court action, and was also successful in being made a party to and opposing the partition application.

However, it was this department's opinion that the situation with the Vanden Berg property was unsatisfactory, for many reasons, and staff then reviewed it to see if a more suitable arrangement for both the City and the Vanden Bergs could be worked out. The City has prepared, and the Vanden Bergs signed, an agreement (copy attached) which provides that the Vanden Bergs would not apply for a partition or severance until their property has frontage on a public highway, which was the major, though not the only, planning problem, and that the City would permit occupation of the older house as a dwelling and release the letter of credit which has been refiled with the City. This agreement will be registered

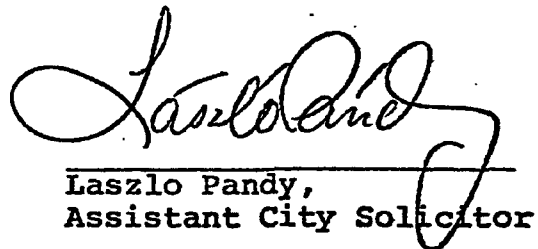
and is intended to be binding upon all subsequent owners of the property.

RECOMMENDATION:

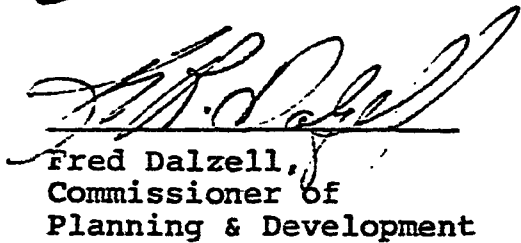
That a by-law be prepared and presented to Council authorizing the execution of the attached agreement.



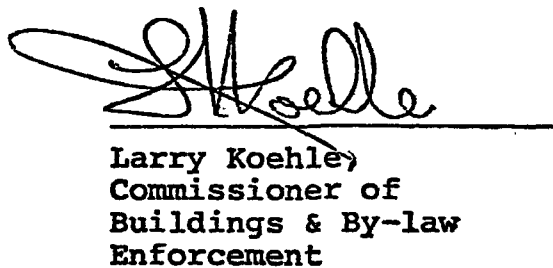
John G. Metras,
City Solicitor



Laszlo Pandya,
Assistant City Solicitor



Fred Dalzell,
Commissioner of
Planning & Development



Larry Koehler,
Commissioner of
Buildings & By-law
Enforcement

LP:dfw
Attch.

cc: R. A. Everett, ✓
Clerk.

THIS AGREEMENT made in triplicate this 1st day of September,
1981,

BETWEEN:

HENDRIK GIJSBERTUS VANDEN BERG
and
ANN VANDEN BERG,
hereinafter called the "Owners",

OF THE FIRST PART,

AND

THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter called the "City",

OF THE SECOND PART.

WHEREAS the Owners are the registered owners of the lands described in Schedule A attached hereto, hereinafter referred to as the "Land";

AND WHEREAS the Land is subject to an agreement dated 24 October 1977 and deposited in the Land Registry Office for the Registry Division of Peel (No. 43) as Instrument Number 455497 GR, hereinafter referred to as the "Agreement";

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

1. The Owners hereby agree with the City not to apply for, nor seek, a partition or a severance of the Land until such time as the Land has been provided with frontage on a public highway across its entire width.
2. The City hereby agrees with the Owners
 - (i) that the Owners are hereby released from all their obligations and covenants contained in the Agreement,
 - (ii) to release the outstanding letter of credit to the Owners upon the execution and registration of this agreement, and

(iii) that it will allow occupation of the older building on the Land as a second dwelling unit, after the execution and registration of this agreement.

3. The Owners agree

- (i) that this agreement shall be registered against the title to the Land, and
- (ii) that the covenants and agreements of the Owners in this agreement shall run with the Land, and shall be binding upon them, their heirs, executors, successors and assigns.

IN WITNESS WHEREOF the Owners have set their hands hereunder, and the City has hereunto affixed its seal under the hands of its officers duly authorized in that behalf.

WITNESS: [Signature]

[Signature]
HENDRIK GIJSBERTUS VANDEN BERG

WITNESS: [Signature]

[Signature]
ANN VANDEN BERG

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin, Mayor

Ralph A. Everett, Clerk

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 Township of Chinguacousy, in the County of Peel) and Province of Ontario, containing by admeasure 6.99 acres, more or less and being composed of part of Lot Number Two in the Third Concession, West of Hurontario Street, in the said City of Brampton (formerly Township of Chinguacousy) the boundaries of which said parcel may be described as follows:

PREMISING that the north-east limit of the Travelled Road, known as the Upper Churchville Travelled Road, has an astronomic bearing of North 49 degrees 54 minutes West and relating all bearings quoted herein thereto, and,

COMMENCING at an iron bar planted at the intersection of the north-west limit of the Travelled Road connecting the Upper and Lower Churchville travelled roads and the north-east limit of the said Upper Churchville travelled road and which said iron bar may be located as follows:

BEGINNING at the most easterly angle of the west half of the said Lot 2;

THENCE WESTERLY along the limit between the west halves of Lots 1 and 2, 784 feet, more or less, to the said north-east limit of the Upper Churchville Travelled Road;

THENCE NORTH 49 degrees 54 minutes West along the said north-east limit of travelled road, 429 feet 8 inches to the above said point of commencement;

THENCE continuing North 49 degrees 54 minutes West 384 feet and 8 inches to an iron tube planted;

THENCE NORTH 39 degrees 02 minutes 30 seconds East 733 feet and 7 inches to an iron tube planted in the existing west limit of the Canadian Pacific Railway right-of-way;

THENCE SOUTH 16 degrees 29 minutes East along the said limit of Railway, 687 feet and 3 inches to an iron tube planted in the same;

THENCE SOUTH 42 degrees 23 minutes West 355 feet and 10 inches to an iron tube planted in the said limit of the Upper Churchville Travelled Road;

THENCE NORTH 49 degrees 54 minutes West 161 feet and 4 inches, more or less to the point of commencement.

TOGETHER WITH a right-of-way over a strip of land, 40 feet, 6 inches wide and lying immediately west and adjacent to the above described parcel and extending from the north-west limit of the road connecting the Upper and Lower Churchville Travelled Roads and the production westerly of the north-west limit of the above described parcel.

SAVE AND EXCEPT those lands conveyed by The Director, The Veterans' Land Act, to William Dickson and Grace Elizabeth Dickson by deed dated June 13, 1953, which lands are more particularly described as follows:

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) and Province of Ontario and being composed of part of Lot Two in the Third Concession West of Hurontario Street in the said City of Brampton (formerly Township of Chinguacousy) the boundaries of which said parcel may be described as follows:

PREMISING that the northeast limit of the travelled road known as the Upper Churchville Travelled Road has an astronomic bearing of North 49 degrees 54 minutes west and relating all bearings quoted herein thereto and COMMENCING at an iron bar planted at the intersection of the northwest limit of the Travelled Road connecting the Upper and Lower Churchville Travelled Roads and the northeast limit of the said Upper Churchville Travelled Road and which said iron bar may be located as follows: - BEGINNING at the most easterly angle of the west half of the said lot two; THENCE westerly along the limit between the west halves of lots 1 and 2, 784 feet more or less to the said northeast limit of the Upper Churchville Travelled

Road; THENCE north 49 degrees 54 minutes west along the said northeast limit of Travelled Road 418 feet 4 inches to a stake planted and to the above said point of commencement; THENCE north 42 degrees 23 minutes east to the intersection with the existing westerly limit of the Canadian Pacific Railway right of way; THENCE south 16 degrees 27 minutes east along the said limit of Railway, 150 feet more or less to an iron tube planted in the same; THENCE south 42 degrees 23 minutes west 355 feet 10 inches to an iron tube planted in the said limit of the Upper Churchville Travelled Road; THENCE north 49 degrees 54 minutes west 150 feet to the place of commencement.



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number _____

To authorize the execution
of an agreement with the
Vanden Bergs

The Council of The Corporation of the City of Brampton
hereby ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute an agreement dated 1 September 1981, between Hendrik Gijsbertus Vanden Berg, Ann Vanden Berg and The Corporation of the City of Brampton, relating to the property owned by Hendrik and Ann Vanden Berg and described as part of Lot 2, Concession 3, West of Hurontario Street.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN
COUNCIL, this day of September, 1981.

Ralph A. Everett, Clerk

James E. Archdekin, Mayor



PASSED October 26th 1981



BY-LAW

No. 251-81

To authorize the execution of
an agreement with the Vanden Berghs.

Corporation of the City of Brampton

THIS AGREEMENT made in triplicate this 1st day of September,
1981,

BETWEEN:

HENDRIK GIJSBERTUS VANDEN BERG
and
ANN VANDEN BERG,
hereinafter called the "Owners",

OF THE FIRST PART,

AND

THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter called the "City",

OF THE SECOND PART.

WHEREAS the Owners are the registered owners of the lands described in Schedule A attached hereto, hereinafter referred to as the "Land";

AND WHEREAS the Land is subject to an agreement dated 24 October 1977 and deposited in the Land Registry Office for the Registry Division of Peel (No. 43) as Instrument Number 455497 GR, hereinafter referred to as the "Agreement";

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

1. The Owners hereby agree with the City not to apply for, nor seek, a partition or a severance of the Land until such time as the Land has been provided with frontage on a public highway across its entire width.
2. The City hereby agrees with the Owners
 - (i) that the Owners are hereby released from all their obligations and covenants contained in the Agreement,
 - (ii) to release the outstanding letter of credit to the Owners upon the execution and registration of this agreement, and

(iii) that it will allow occupation of the older building on the Land as a second dwelling unit, after the execution and registration of this agreement.

3. The Owners agree

- (i) that this agreement shall be registered against the title to the Land, and
- (ii) that the covenants and agreements of the Owners in this agreement shall run with the Land, and shall be binding upon them, their heirs, executors, successors and assigns.

IN WITNESS WHEREOF the Owners have set their hands hereunder, and the City has hereunto affixed its seal under the hands of its officers duly authorized in that behalf.

WITNESS:

[Handwritten signature]

[Handwritten signature]
HENDRIK GIJSBERTUS VANDEN BERG

WITNESS:

[Handwritten signature]

[Handwritten signature]
ANN VANDEN BERG

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
 NUMBER 251-81
 PASSED BY CITY
 COUNCIL ON THE 26TH
 OF OCTOBER 1981

[Handwritten signature]
James E. Archdekin, Mayor

[Handwritten signature]
Ralph A. Everett, Clerk

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 Township of Chinguacousy, in the County of Peel) and Province of Ontario, containing by admeasureme 6.99 acres, more or less and being composed of part of Lot Number Two, in the Third Concession, West of Hurontario Street, in the said City of Brampton (formerly Township of Chinguacousy) the boundaries of which said parcel may be described as follows:

PREMISING that the north-east limit of the Travelled Road, known as the Upper Churchville Travelled Road, has an astronomic bearing of North 49 degrees 54 minutes West and relating all bearings quoted herein thereto, and,

COMMENCING at an iron bar planted at the intersection of the north-west limit of the Travelled Road connecting the Upper and Lower Churchville travelled roads and the north-east limit of the said Upper Churchville travelled road and which said iron bar may be located as follows:

BEGINNING at the most easterly angle of the west half of the said Lot 2;

THENCE WESTERLY along the limit between the west halves of Lots 1 and 2, 784 feet, more or less, to the said north-east limit of the Upper Churchville Travelled Road;

THENCE NORTH 49 degrees 54 minutes West along the said north-east limit of travelled road, 429 feet 8 inches to the above said point of commencement;

THENCE continuing North 49 degrees 54 minutes West 384 feet and 8 inches to an iron tube planted;

THENCE NORTH 39 degrees 02 minutes 30 seconds East 733 feet and 7 inches to an iron tube planted in the existing west limit of the Canadian Pacific Railway right-of-way;

THENCE SOUTH 16 degrees 29 minutes East along the said limit of Railway, 687 feet and 3 inches to an iron tube planted in the same;

THENCE SOUTH 42 degrees 23 minutes West 355 feet and 10 inches to an iron tube planted in the said limit of the Upper Churchville Travelled Road;

THENCE NORTH 49 degrees 54 minutes West 161 feet and 4 inches, more or less to the point of commencement.

TOGETHER WITH a right-of-way over a strip of land ^{in the said lot,} 40 feet, 6 inches wide and lying immediately west and adjacent to the above described parcel and extending from the north-west limit of the road connecting the Upper and Lower Churchville Travelled Roads and the production westerly of the north-west limit of the above described parcel.

SAVE AND EXCEPT those lands conveyed by The Director, The Veterans' Land Act, to William Dickson and Grace Elizabeth Dickson by deed dated June 13, 1953, which lands are more particularly described as follows:

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) and Province of Ontario and being composed of part of Lot Two in the Third Concession West of Hurontario Street in the said City of Brampton (formerly Township of Chinguacousy) the boundaries of which said parcel may be described as follows:

PREMISING that the northeast limit of the travelled road known as the Upper Churchville Travelled Road has an astronomic bearing of North 49 degrees 54 minutes west and relating all bearings quoted herein thereto and COMMENCING at an iron bar planted at the intersection of the northwest limit of the Travelled Road connecting the Upper and Lower Churchville Travelled Roads and the northeast limit of the said Upper Churchville Travelled Road and which said iron bar may be located as follows: - BEGINNING at the most easterly angle of the west half of the said lot two; THENCE westerly along the limit between the west halves of lots 1 and 2, 784 feet more or less to the said northeast limit of the Upper Churchville Travelled

Road; THENCE north 49 degrees 54 minutes west along the said northeast limit of Travelled Road 418 feet 4 inches to a stake planted and to the above said point of commencement; THENCE north 42 degrees 23 minutes east to the intersection with the existing westerly limit of the Canadian Pacific Railway right of way; THENCE south 16 degrees 27 minutes east along the said limit of Railway, 150 feet more or less to an iron tube planted in the same; THENCE south 42 degrees 23 minutes west 355 feet 10 inches to an iron tube planted in the said limit of the Upper Churchville Travelled Road; THENCE north 49 degrees 54 minutes west 150 feet to the place of commencement.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **NOREEN SMITH**
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 **HENDRIK GIJSBERTUS VANDEN BERG and ANN VANDEN BERG**

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 **21** day of **September** 19 **81**


NOREEN SMITH


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

WE HENDRIK GIJSBERTUS VANDEN BERG and ANN VANDEN BERG
of the **City of Brampton**
in the **Regional Municipality of Peel**

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

we were at least eighteen years old.


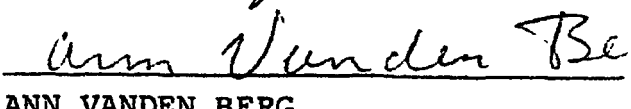
Within the meaning of section 1(f) of The Family Law Reform Act, 1978:--

- a) ~~I was~~ ----- a spouse.
- b) We were spouses of one another.
- c) ----- was my spouse.

We are not non-residents of Canada within the meaning of Section 116 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 **21st** day of **September** 19 **81**


HENDRIK GIJSBERTUS VANDEN BERG

ANN VANDEN BERG


NOREEN MARILYN SMITH, A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
Commissioner for taking Affidavits,
Judicial District of Peel, for Tannahill &
Lockhart, Barristers

Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (personal or by power of attorney) within the meaning of Section 11(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".
Expires November 24, 1981

5 1790

No. DATED: 1 SEPTEMBER 1981

Land Registry Office of Brampton, Ontario

1981 NOV 3 PM 1 0 BETWEEN:

Land Registry
Office of
Brampton,
Ontario.

8

Company

HENDRIK GIJSBERTUS VANDEN BERG

and

ANN VANDEN BERG

and

THE CORPORATION OF THE CITY OF
BRAMPTON

AGREEMENT

Law Department
City of Brampton
150 Central Park Drive
Brampton, Ontario
L6T 2T9