



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

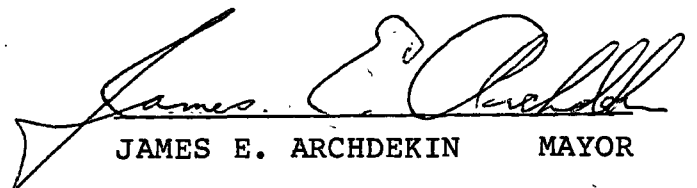
Number 274-81

To authorize the acquisition of  
the Odeon Theatre Property.

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

1. That The Corporation of the City of Brampton unconditionally acquire the Odeon Theatre property more particularly described in Schedule A attached hereto for the price of One Hundred and Ninety-five Thousand Dollars (\$195,000.00) and in accordance with the terms and conditions contained in an Agreement of Purchase and Sale entered into the 21st day of August, 1981, a copy of which is attached hereto as Schedule B.
2. That the purchase price of One Hundred and Ninety-five Thousand Dollars (\$195,000.00), together with all costs required to complete the transaction, be paid out of the Development Levy Reserve account.

READ a FIRST, SECOND and THIRD TIME and PASSED in  
Open Council this 9th day of November, 1981.

  
JAMES E. ARCHDEKIN      MAYOR

  
ROBERT D. TUFTS ACTING CLERK

~~THENCE South 72 degrees 02 minutes West along the northerly limit of said Lot 73, seventy-four feet eleven inches (74'11") to a jog in the said limit;~~

THENCE South 9 degrees 08 minutes East along the said jog in the northerly limit of Lot 73, six feet three and three-quarter inches (6'3 $\frac{3}{4}$ " ) to the northerly face of the northerly wall of the said theatre building;

THENCE Easterly along the northerly face of the northerly wall of the said theatre and its production easterly to the westerly limit of Main Street;

THENCE Northerly along the westerly limit of Main Street to the place of beginning.

THIRTIETHLY:

The whole of Parcel 4-1-E in the Register for Section A-653, in the Land Registry Office for the Land Titles Division of Toronto

THIRTY-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 Brampton, in the County of Peel) and being composed of part of Lot Number Six in the First Concession east of Hurontario Street in the said City of Brampton (formerly in the Township of Chinguacousy in the Town of Brampton), being part of Lots 46, 47, and 48 on the east side of Main Street in the said City as laid out according to Plan of that part of Brampton by J. S. Dennis P.L.S. dated July 1850 and which said parcel of land may be more particularly described as follows:

PREMISING that Main Street North has a bearing of North 45 degrees 23 minutes West as shown on the plan of survey attached to Grant of Easement in favour of The Hydro Electric Commission of the Town of Brampton (and registered as Instrument Number 69683 V.S.);

COMMENCING at a point on the easterly limit of Main Street distant ten feet measured northerly thereon from the south-west angle of Lot 48 aforesaid;

THENCE south forty-five degrees, eleven minutes east along the easterly limit of Main Street forty-five feet eleven and one-half inches to the south face of the south wall of the Capitol Theatre building on the lands herein described;

TRANSFER TAX



1911

THENCE easterly along the south face of the said wall one-hundred and ten feet;

THENCE south forty-five degrees eleven minutes east parallel to the easterly limit of Main Street sixteen feet eight inches to the south limit of Lot 47 aforesaid;

THENCE north forty-four degrees forty-nine minutes east along the south limit of Lot 47 aforesaid ninety-eight feet ten and three quarter inches to south-east angle of said Lot;

THENCE north forty-five degrees eleven minutes west along the easterly limit of Lot 47 aforesaid fifty-one feet three inches to the southerly limit of the right of way of the Canadian National Railway;

THENCE south seventy-three degrees fifty-six minutes west along said limit of Railway twenty-three feet ten and one-half inches to the intersection of a line drawn on a course north forty-four degrees forty-nine minutes east from the place of beginning;

THENCE south forty-four degrees forty-nine minutes west one hundred and eighty-eight feet to the place of beginning;

SUBJECT to a right of way over the easterly ten feet of the southerly ten feet of Lot 48 aforesaid, such easterly ten feet being measured at right angle to the southerly limit of the right of way of the Canadian National Railway;

SUBJECT to a right of way over that part of Lot 47 aforesaid;

COMMENCING at a point on the southerly limit of the above described parcel distant one hundred and ten feet measured easterly thereon from the easterly limit of Main Street;

THENCE south forty-five degrees eleven minutes east parallel to Main Street sixteen feet eight inches to the south limit of Lot 47;

THENCE north forty-four degrees forty-nine minutes east along the south limit of Lot 47 aforesaid eighteen feet;

THENCE north forty-five degrees eleven minutes west sixteen feet eight inches to the south face of the south wall of the Capitol Theatre building;

THENCE westerly along said face of wall eighteen feet to the place of beginning;

SUBJECT TO a right of way over that part of Lot 46 on the aforesaid Plan described as follows:

COMMENCING at a point in the northerly limit of California Street distant one hundred and sixteen feet easterly from the northerly intersection of Main and California Streets;

THENCE in a line parallel to the easterly limit of Main Street fifty-two feet nine and one-half inches to the southerly limit of Lot 47;

THENCE easterly in a line parallel with the northerly limit of

①  
As 2008  
superior  
to this

As 2008  
superior  
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California Street and along the southerly limit of Lot 47 twelve feet;

THENCE southerly in a line parallel to the easterly limit of Main Street fifty-two feet nine and one-half inches to the northerly limit of California Street; THENCE westerly along the northerly limit of California Street twelve feet more or less to the point of commencement;

TOGETHER WITH all erections, improvements, machinery, appliances, equipment, furniture and furnishings, pianos and organs, plant, furnaces, boilers, water heaters, lighting fixtures, window blinds and fixtures, plumbing and heating equipment, sound equipment, projection equipment, stage equipment, air-conditioning equipment, air cooling and circulating systems, ventilating systems, theatre seats, draperies, floor coverings, marquee and sign, and all apparatus and equipment appurtenant thereto now or hereafter placed or installed upon the said lands and premises.

THIRTY-SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa in the Regional Municipality of Ottawa-Carleton being composed of Lot Letter "C" and the easterly ten feet (10') more or less from front to rear of Lot Letter "D" being all that portion of Lot Letter "D" lying easterly of Hamilton Avenue, both on the south side of Richmond Road (now called Wellington Street) according to Plan showing subdivision of part of Lot Number Thirty-Five (35) in the First (1st) Concession, Ottawa Front, in the Township of Nepean (now within the limits of the City of Ottawa), and registered in the Registry Office for the City of Ottawa, as Number Fifty-Eight (58); SAVING AND EXCEPTING thereout and therefrom those portions of said Lots Letters "C" and "D" described as follows; COMMENCING at the North-East angle of said Lot "C"; thence Westerly and along the Southerly boundary of Wellington Street Seventy-six (76) feet six (6) inches, more or less, to the easterly boundary of Hamilton Avenue, as shown on a Plan prepared by C. A. Biggar, O.L.S. dated 25th of October, 1895, and now of record in the said

TRANSFER TAX



R. J. POTTS



ONTARIO REAL ESTATE ASSOCIATION
AGREEMENT OF PURCHASE AND SALE

PURCHASER, The Corporation of The City of Brampton
VENDOR, Canadian Odeon Theatres Ltd.
AGENT, E. A. Mitchell Ltd.
PROPERTY: fronting on the East side of Main St. N. ... known municipally as 86 ... City of Brampton ... and having a frontage of 46 Ft. ... more or less by a depth of 268 Ft. ... Part Lots 46, 47 and 48 BR 2. Together with a right-of-way providing access from the rear of the lands to California St.

ONE HUNDRED AND NINETY-FIVE THOUSAND-----Canadian Dollars (\$Can. 195,000.00)

on the following terms:

1. Purchaser submits with this offer ONE THOUSAND-----Dollars (\$1,000.00)

cash/cheque payable to Vendor's Agent as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.

2. Purchaser agrees to pay the balance of the purchase price to the Vendor by Cash or Certified cheque on date of closing subject to adjustments.

2a. This agreement is conditional upon the Council of The Corporation of the City of Brampton enacting a by-law by no later that October 26th, 1981, authorizing the unconditional purchase of the herein lands on the terms set out herein failing which, this agreement at the option of the purchaser shall be null and void and all deposit monies paid by the purchaser shall be forthwith returned to the purchaser without interest or deduction. This condition shall be for the benefit of the purchaser and the purchaser shall have the unilateral right to waive this condition at any time up to and including October 26th, 1981.

b. Vendor agrees to discharge at his expense any existing liens or encumbrances on the subject property on or before date of closing.

c. Vendor agrees to allow the Purchaser, its servants, workmen or agents to enter the subject property, not During Business Hours, after acceptance of the offer to measure, view etc. In the event that this purchase is not completed, the Purchaser, if required, agrees to restore the subject property to the condition as of Date of Acceptance of this offer.

d. Purchaser has the right to close this transaction at any time prior to closing date on ten (10) days written notice to the Vendor or his Agent.

e. The purchase price shall include all fixtures and chattels on the premises at the date of this offer including without limiting the generality of the foregoing, all seats, seat components, screens and movie projection cameras and equipment.

Handwritten initials and signatures on the left margin.

~~1. Limitation of use - the Purchaser must covenant not to use the premises for the purpose of showing commercial or any other type of Motion Pictures, or resell the premises for this purpose.~~

f. Limitation of Use - the Purchaser must covenant not to use the premises for the purpose of showing motion pictures of a type or kind normally scheduled at the Vendor's theatres except with the prior written consent of the Vendor to show such motion pictures.

g. Limitation on Resale - the Purchaser must covenant in the event of resale of the premises to obtain a covenant from the new purchaser in favour of the Vendor whereby the new purchaser covenants not to use the premises for the purpose of showing commercial or any other type of motion pictures or resell the premises for this purpose.

3. Purchaser and Vendor agree that all existing fixtures are included in the purchase price except those listed hereunder:

and that the following chattels are included in the purchase price: See 2e. above

Counter

31st

4. Purchaser agrees that this Offer shall be irrevocable by him until 11:59 p.m. on the 26th day of August 19 81 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest or deduction.

5. This Agreement shall be completed on the 11th day of December, 19 81. Upon completion, vacant possession of the property shall be given to Purchaser unless otherwise provided as follows: --O--

6. Purchaser shall be allowed the 90 days next following the date of acceptance of this Offer to: examine the title to the property at his own expense, to satisfy himself that there are no outstanding work orders affecting the property, that its present use ( Commercial ) may be lawfully continued, and that the principal building may be insured against risk of fire.

7. Vendor and Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated hereunder. --O--

8. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

9. Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any minor easements to public utilities required for the supply of domestic utility services to the property. If within the time allowed for examining the title any valid objection to title, or to any outstanding work order, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor and Vendor's Agent shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
10. Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. Vendor agrees that, if requested by the purchaser, he will deliver any sketch or survey of the property in his possession or within his control to Purchaser as soon as possible and prior to the last day allowed for examining title.
11. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase.
12. Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor on or before completion and Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
13. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
14. Fire insurance shall be assigned to the Purchaser on closing subject to the consent of the insurer having been obtained to such assignment, and the vendor shall supply to the purchaser at least five (5) days before the completion date details of any such policy to be so assigned.
15. Unearned fire insurance premiums of any policy to be assigned pursuant to paragraph 14 herein, rents, mortgage interest, taxes, local improvements, water and assessment rates and the cost of fuel shall be apportioned and allowed to the date of completion (the day itself to be apportioned to Purchaser).
16. The deed or transfer shall, save for the Land Transfer Tax Affidavit, which shall be prepared and completed by the Purchaser, be prepared in registrable form at the expense of Vendor and the Mortgage at the expense of Purchaser.
17. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
18. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.
19. This Agreement shall constitute the entire agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

DATED at Brampton this 25<sup>th</sup> day of August 1981

SIGNED, SEALED AND DELIVERED  
in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:  
The Corporation of the City of Brampton

*[Signature]*  
(Purchaser)

*[Signature]*  
(Purchaser)

Date: Aug 25/81

Date: \_\_\_\_\_

The undersigned accepts the above Offer and agrees with the Agent above named in consideration for his services in procuring the said Offer, to pay him on the date above fixed for completion, a commission of 5% of an amount equal to the above mentioned sale price, which commission may be deducted from the deposit. I hereby irrevocably instruct my Solicitor to pay direct to the said Agent any unpaid balance of commission from the proceeds of the sale.

DATED at Willowdale this 21<sup>st</sup> day of August 1981

SIGNED, SEALED AND DELIVERED  
in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:  
CANADIAN ODEON THEATRES LTD.

*[Signature]*  
(Vendor)

Date: August 21, 1981

Date: \_\_\_\_\_

The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of The Family Law Reform Act, 1978, S.O. 1978, c.2, as the same may be amended from time to time.

In consideration of the sum of One Dollar (\$1.00), the receipt of which from the Purchaser is hereby acknowledged, the undersigned spouse of the Vendor hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness \_\_\_\_\_ Spouse \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

\_\_\_\_\_  
(Vendor) Date: \_\_\_\_\_  
\_\_\_\_\_  
(Vendor) Date: \_\_\_\_\_

\_\_\_\_\_  
(Purchaser) Date: \_\_\_\_\_  
\_\_\_\_\_  
(Purchaser) Date: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone No. \_\_\_\_\_

Vendor's Solicitor STANLEY WAX

Purchaser's Solicitor \_\_\_\_\_

GOODMAN & ASS



# BY-LAW

No. 274-81

To authorize the acquisition  
of the Odeon Theatre Property.



R 802503

Ontario Municipal Board

IN THE MATTER OF Section 35(22) of The Planning Act (R.S.O. 1970, c. 349),

- and -

IN THE MATTER OF an appeal to this Board by Kings Point Developments Limited for an order directing a free-standing by-law to be passed by the Council of the City of Brampton to permit the development of 1.588 hectares (3.92 acres) of land comprising part of Part I, Plan 43R-5509 in the City of Brampton and located on the east side of Main Street North, and south of Vodden Street for General Commercial (GC) uses, such lands are presently zoned "Light Industrial" and "Residential" under By-law 1827 for the City of Brampton

B E F O R E :

J.A. WHEELER  
Member

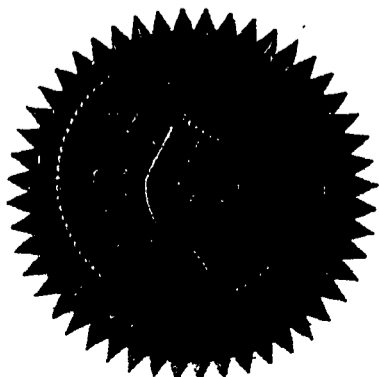
- and -

D.H. McROBB  
Member

}  
}  
} Wednesday, the 28th day of  
}  
} October, 1981  
}  
}

THE BOARD ORDERS that the Order of the Board made the 19th day of October, 1981, and entered in order book R 80-6 at folio 368 on the 22nd day of October, 1981, is hereby amended by changing the operative clause to read as follows:

"THE BOARD ORDERS that the council of the Corporation of the City of Brampton shall forthwith pass by-laws in the form of the draft by-laws hereto attached as Schedules "A" and "B" to this order."



*[Signature]*  
SECRETARY

ENTERED  
C.O. No. 280-6  
C.O. No. 376  
OCT 29 1981  
SECRETARY, ONTARIO MUNICIPAL BOARD





SCHEDULE "A" TO THE ORDER OF  
THE ONTARIO MUNICIPAL BOARD  
MADE THE 19th DAY OF OCTOBER, 1981

THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number \_\_\_\_\_

Being a By-law to prohibit or regulate the use of lands and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures situated on Part of Lot 7, Concession 1, East of Hurontario Street. (Part of Part 1, Plan 43R-5509 (S.E. Corner of Johnston Avenue and Main Street North))

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

1.0 DEFINITIONS:

For the purpose of this By-law:

ACCESSORY BUILDING shall mean a detached building located on the same lot and used for a purpose which is incidental, subordinate and exclusively devoted to the principal use of the lot and buildings thereon, and shall include garages, sheds, barns and similar storage facilities.

ACCESSORY USE shall mean a use which is incidental, subordinate and exclusively devoted to the principal use of the lot and buildings thereon.

BUILDING shall mean any structure, whether temporary or permanent, used or erected for the shelter, accommodation or enclosure of persons, animals, materials or equipment.

BUILDING AREA shall mean the maximum projected horizontal area of a building at established grade measured to the centre of party walls and to the outside of other walls including air wells and all other spaces within the building, but excluding open air porches, verandahs, steps, cornices, chimney breasts, fire escapes, exterior stairways, breezeways, accessory buildings, ramps and open loading platforms.

BUILDING HEIGHT shall mean the vertical distance between the established grade, and:

- a) in the case of a flat roof, the highest point of the roof surface; or
- b) in the case of a mansard roof, the deck line; or
- c) in the case of a peaked, gabled, hip or gambrel roof, the mean height level between eaves and ridge.

BUILDING, MAIN shall mean the building in which is carried on the principal purpose for which the lot is used.

ERECT shall mean to build, construct, reconstruct, alter or relocate and, without limiting the generality of the foregoing, shall be taken to include any preliminary physical operation such as excavating, grading, piling, cribbing, filling or draining, structurally altering any existing building or structure by an addition, removal, enlargement or extension.

FLOOR AREA, GROSS COMMERCIAL shall mean the aggregate of the areas of each storey, at, above, or below established grade, measured from the exterior of the outside walls, but excluding any parts of the building used for mechanical equipment, stairwells, elevators, or any part of the building below established grade used for storage purposes.

FLOOR AREA, GROSS LEASABLE COMMERCIAL shall mean the aggregate of the area of each storey, at, above or below established grade, measured from the centre line of joint interior partitions and from the exteriors of outside walls, and used or capable of being used for commercial purposes, such as sales, display, storage and offices but excluding storage areas below established grade.

LANDSCAPED OPEN SPACE shall mean an unoccupied area of land which is used for the growth, maintenance and conservation of grass, flowers, trees and shrubs and other vegetation and may include a surfaced walk, patio, screening, pool or similar visual amenity, but shall exclude any driveway, ramp, car parking or loading area, curb, retaining wall or any covered space beneath or within any building or structure.

LOADING SPACE shall mean an unobstructed area of land upon the same lot or lots upon which the principal use is located, for use in connection with that principal use, which area is provided for the parking of one commercial motor vehicle while such vehicles is being loaded or unloaded.

LOT AREA shall mean the total horizontal area enclosed within the lot lines of a lot, excluding the horizontal area covered by water, marsh or flood plain, or between the top and toe of a cliff or embankment having a slope of thirty degrees or more from the horizontal.

LOT LINE shall mean any boundary of any lot.

LOT LINE, FLANKAGE shall mean the longer lot line which abuts the street on a corner lot.

LOT LINE, FRONT shall mean the line that divides a lot from the street, provided that in a case of a corner lot, the shorter lot line that abuts a street shall be deemed to be the front lot line and the longer lot line that abuts a street shall be deemed to be the flankage lot line.

LOT LINE, REAR shall mean the lot line opposite the front lot line.

LOT LINE, SIDE shall mean a lot line other than a front or rear lot line.

OFFICE shall mean any building or place in which 1 or more persons are employed in the management, direction or conducting of an agency, profession, business, brokerage, labour, but shall exclude an office of a veterinary surgeon or community club.

PARKING LOT shall mean an open area, other than a street, used for the parking of 4 or more motor vehicles and available for public use whether free, for compensation or as an accommodation for clients, visitors, customers or residents.

PARKING SPACE shall mean an area accessible from a street or lane for the parking or temporary storage of one motor vehicle but shall not include any part of a driveway or aisle.

PERSON shall include any association, partnership, corporation, municipal corporation, agent or trustee and the heirs, successors, assigns, executors, administrators or other legal representatives of a person to whom the context can apply according to law.

PUBLIC AUTHORITY includes The Corporation of The City of Brampton, The Regional Municipality of Peel, the Crown, in Right of Ontario, the Crown, in Right of Canada, and any board, commission, committee or body established or exercising any power or authority under a statute of Ontario with respect to any of the affairs or purposes, including school purposes, of the City of Brampton or parts thereof.

SIGN shall mean a name, identification, description, device, display or illustration which is affixed to, represented upon or placed nearby a building, structure or lot and which directs attention to an object, product, place, activity, person, institution, organization or business.

STOREY shall mean that portion of a building which is included between 1 floor level and the next higher floor level or the roof, and which has its floor level not less than 2 metres below the line where the roof and outer wall meet.

STREET shall mean a road, avenue, highway, thoroughfare, parkway, bridge or place owned by The Corporation of the City of Brampton, by The Regional Municipality of Peel, or by the Crown in Right of Ontario, and designed and intended for, or used by, the general public for the passage of vehicles but shall not include a public lane.

STRUCTURE shall mean anything that is erected, built, or constructed, the use of which requires location on the ground, or attachment to something having location on the ground, but shall include fences which exceed 1.8 metres in height.

USE OR TO USE shall include anything that is done or permitted by the owner or occupant of any land, building or structure directly or indirectly or by or through any trustee, tenant, servant or agent acting for or with the knowledge or consent of such owner or occupant for the purpose of making use of the said land, building or structure.

UTILITY INSTALLATION shall mean any building, structure, plant or equipment essential to the provision and operation of electricity, water, sewage disposal, telephone service, telegraph service, pipeline, railway, telecommunications or cable television.

YARD shall mean an open portion of the land on the same lot with the main building or structure, unoccupied and unobstructed except as specifically permitted elsewhere in this By-law, and located between the main building and one of the lot lines of the said lot.

YARD, FRONT shall mean a yard extending across the full width of a lot between the front lot line and the nearest main wall of any building or structure on the lot.

YARD, REAR shall mean, in the case of an interior lot, a yard extending across the full width of the lot between the rear lot line and the nearest main wall of any building or structure on the lot, or in the case of a corner lot, a yard extending from a side lot line to an exterior side yard, and between the rear lot line and the nearest main wall of any building or structure on the lot.

YARD, SIDE shall mean an interior side yard or an exterior side yard.

YARD, INTERIOR SIDE shall mean a yard, other than an exterior side yard, extending from the front yard to the rear yard of a lot between a side lot line and the nearest main wall of any building or structure on the lot.

YARD, EXTERIOR SIDE shall mean a yard extending from the front yard to the rear lot line between the flankage lot line and the nearest main wall of any building or structure on the lot.

ZONE shall mean an area of land designated for certain uses by this By-law.

2.0 The following general provisions shall apply to the lands shown outlined on Schedule A to this By-law:

2.1 The provisions of this By-law shall not apply to prevent the use of any land or the erection or use of any building or structure by a public authority or for a utility installation, and such use or erection may be permitted subject to the following requirements and restrictions:

- (a) the size, height coverage and yard regulations required for the zone in which such land, building or structure is located shall be complied with;
- (b) no goods, material or equipment may be stored in the open in a Residential Zone or in a lot adjacent to a Residential Zone;
- (c) any parking and loading regulations prescribed for these uses shall be complied with;
- (d) areas not used for parking, driveways, or storage shall be landscaped.

2.2 Nothing in this By-law shall prevent the use of land of the use or erection of a building or structure for a scaffold or other temporary building or structure including a sales or rental office incidental to construction in progress, until such time as the work has been discontinued for a period of one year or finished.

2.3 Every part of any yard required by this By-law shall be open and unobstructed by any buildings or structure from the ground to the sky except by:

- (a) an accessory building or structure permitted by the provisions of this By-law;
- (b) the structures listed in Table (A) below which may project into the minimum yards indicated for the distances specified;
- (c) drop awnings, clothes poles, flag poles, garden trellises, fences, retaining walls, signs or similar accessory uses.

TABLE (A)

<u>STRUCTURE</u>	<u>YARD</u>	<u>MAXIMUM PROJECTION INTO YARD</u>
Sills, belt courses, cornices, gutters, chimneys, pilasters, eaves, parapets or canopies	Any yard	0.5 metres
Window bays	Front, rear and exterior side yards	1.0 metres to a maximum width of 3.0 metres.
Balconies	Front, rear and exterior side yards	1.5 metres
Open, roofed porches not exceeding one storey in height, uncovered terraces	Front, rear and exterior side yards	1.5 metres including eaves and cornices

2.4 Height regulation in this By-law does not apply to: water tank, flag poles, television or radio antennae, ventilators, silos, sky lights, chimneys, electrical supply facilities or a roof structure to house the mechanical equipment.

2.5 Each parking space shall be an angled outdoor parking space or a parallel outdoor parking space.

(a) An angled outdoor parking space shall be a rectangular area measuring not less than 2.75 metres in width and 6 metres in length.

(b) A parallel parking space shall be rectangular area measuring not less than 2.75 metres in width and 6.5 metres in length, the long side of which is parallel to an aisle.

2.6 Where parking spaces are provided or required for the Commercial Uses, the following requirements and restrictions shall apply:

(a) the parking spaces shall be provided or maintained on the same lot or parcel as the building or use for which they are required or intended;

(b) the width of a driveway leading to any parking area shall be a minimum width of 3.0 metres for one-way traffic, and a minimum width of 6.0 metres for two-way traffic;

- (c) each parking space other than a tandem parking space shall have unobstructed access to an aisle leading to a driveway or street;
- (d) aisles leading to parking spaces and providing unobstructed access from each parking space to a driveway shall be established on the following basis:

<u>Angle of Parking</u>	<u>Minimum Aisle Width</u>
(i) up to 50 degrees	4 metres
(ii) 50 degrees up to 70 degrees	5.75 metres
(iii) 70 degrees up to and including 90 degrees	6 metres

2.7 Loading Spaces

Each loading space shall:

- (a) have a minimum vertical clearance of 4.25 metres;
- (b) not be upon or partly upon any street or lane;
- (c) be accessible from a street or lane by means of driveways, aisles, manoeuvring or similar areas, no part of which shall be used for the parking or temporary storage of motor vehicles; and
- (d) be a rectangular area measuring not less than 3.5 metres in width and 9 metres in length.

- 2.8 (a) Trailers, travel trailers and mobile homes may not be located if used or intended to be used for the accommodation of and occupation by persons.
- (b) Trailers and travel trailers may be stored in accordance with the other provisions of this By-law.

2.9 No sign, billboard or poster shall be erected on lands shown on Schedule A attached except in compliance with the 'Sign By-law' of the City of Brampton.

2.10 Visibility Triangle

On a corner lot, a sign, fence, hedge, shrub bush or tree or any other structures or vegetation shall not be permitted to be erected to grow to a height greater than 0.8 metres above the grade of the streets that abut the lot within the triangular area formed by measuring from the actual or projected point of intersection of the lot lines abutting the streets a distance of 6 metres along each such lot line to two points and joining those two points, nor shall any sign be permitted to overhang the said triangular area.

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2.11 Accessory building or structures are permitted provided that they are used only for the storage of disposal of garbage.

3.0 The lands designated as COMMERCIAL ONE ZONE (C1) on Schedule A hereto attached:

3.1 shall only be used for one or more of the following:

- (a) Bank, trust company or finance company.
- (b) Business or professional offices.
- (c) A use accessory to the above.

3.2 shall be subject to the following restrictions and requirements:

(a) The minimum yard restrictions shall be as follows:

- (i) Front Yard 15 metres
- (ii) Side Yard Interior 10 metres
- (iii) Side Yard Exterior 5 metres
- (iv) Rear Yard 10 metres

(b) No building or structure shall be more than three (3) storeys in height.

(c) Landscaped Open Space of a minimum of seven percent (7%) of the area of the lot shall be provided and maintained.

(d) Vehicle access and egress from the said lands shall be limited to one only.

(e) A garbage and refuse collection area with the pick-up facilities shall be provided within the main building to be located on lands shown as Schedule 'A' attached hereto.

(f) Off-street parking in accordance with the following provisions shall be provided and maintained on the lot:

(i) bank, trust company or finance company 1 parking space for each 15 square metres of floor area or portion thereof.

(ii) Offices:

Physician, dentist or drugless practitioner's office 1 parking space for each 12 square metres of gross commercial floor area or portion thereof.



Real estate office 1 parking space for each 20 square metres of gross commercial floor area or portion thereof.

Other offices 1 parking space for each 31 square metres of gross commercial floor area or portion thereof.

(g) Loading spaces are required to be provided and maintained in accordance with the following provisions:

<u>Gross commercial floor area of office uses in square metres</u>	<u>Number of loading spaces</u>
2350 or less	no loading spaces required
over 2350 up to 11,600	1 loading space

4.0 ADMINISTRATION

4.1 This By-law shall be administered by the Commissioner of Buildings and By-law Enforcement and such other persons as may from time to time be appointed by resolution or By-law of Council.

4.2 Every person who contravenes any of the provisions of this by-law is guilty of an offence and liable, upon summary of conviction, to a penalty not exceeding \$2,000.00, exclusive of costs, for each and every such offence.

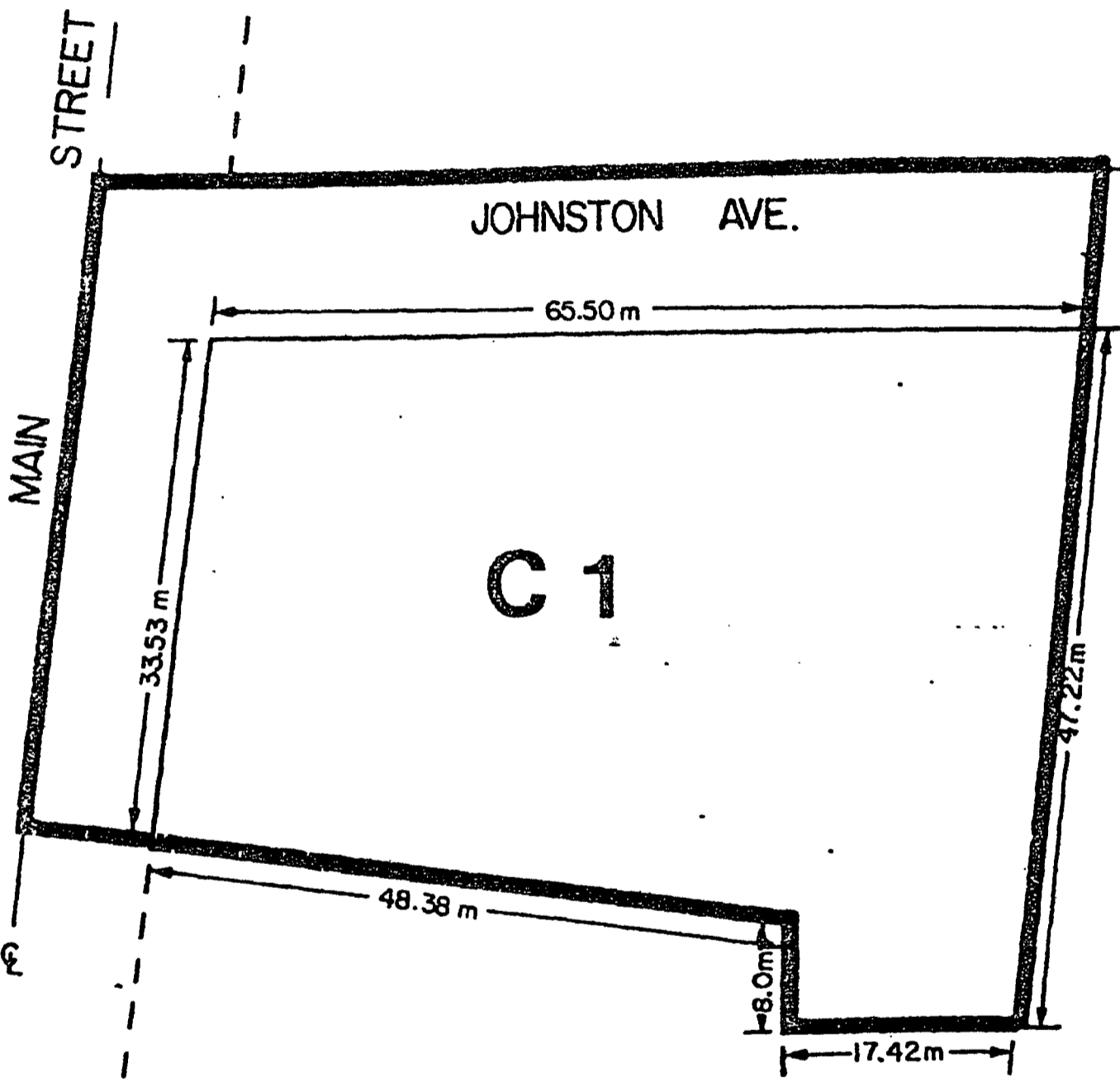
5.0 By-law 1827 as amended of the former Town of Brampton and By-law 25-79 as amended of the City of Brampton shall no longer apply to the lands to which this By-law applies.

READ a FIRST, SECOND and THIRD TIME and Passed in Open Council

this day of 198 .

\_\_\_\_\_  
JAMES E. ARCHDEKIN - MAYOR

\_\_\_\_\_  
RALPH A. EVERETT - CLERK



ZONE BOUNDARY 

BY-LAW NO. \_\_\_\_\_  
 Schedule A



**CITY OF BRAMPTON**  
 Planning and Development

Date: 81. 10 07 Drawn by: J. K.