



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 314-78

A By-law to authorize the execution of an Agreement between Joseph Albanese Limited 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 the Clerk are hereby authorized to execute an Agreement between Joseph Albanese Limited and The Corporation of the City of Brampton in the form attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 18th day of December, 1978.

Terrence P. Miller, Acting Mayor

Ralph A. Everett, Acting Clerk

314-78

MEMORANDUM OF AGREEMENT made in duplicate this  
13th day of December, 1978.

B E T W E E N :

JOSEPH ALBANESE LIMITED,  
hereinafter called "the Owner"

OF THE FIRST PART

AND

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

OF THE SECOND PART

WHEREAS the Owner warrants that it will be the owner  
of the lands more particularly described in Schedule "A" annexed  
hereto (herein called "the lands").

AND WHEREAS the Owner wishes to develop the land and  
the City is of the opinion that such development 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, the parties  
hereto agree each with the other as follows:-

1. The lands shall be developed only in accordance with  
the site plan annexed hereto as Schedule "B" to this Agreement.

1.  
Site  
Plan

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. Commissioner of Public Works For the purposes of this agreement; "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 City Engineer of 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 Municipal Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. 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.

4. Access The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

5. Clean Site During construction, the Owner agrees 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 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 said Commissioner 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.

6. The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards 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 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 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 Building, Zoning and Licensing 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 said Commissioner of Public Works.

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 City Engineer, the Commissioner of Parks and Recreation, and the Commissioner of Building, Zoning and Licensing 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 City Engineer 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 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 fence the boundary of the lands on Schedule 'B' as and where required by the Commissioner of Parks and Recreation and 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. Hydro Services  
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.

FINANCIAL

12. Administration Fees  
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.

13. Taxes  
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.

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 required to be preformed by this agreement as estimated by the City Engineer 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 eliminate 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 Planning Director and the Commissioner of Building, Zoning and Licensing. The Owner acknowledges that a building permit will not be issued until the

17.  
Road  
Widening

The Owner agrees to convey to the City, at its own expense, free of all encumbrances, sufficient land to increase the width of the right-of-way of McMurchy Avenue to twenty-six (26) metres as shown on the plan, and the Owner further agrees, at its own expense, to provide all necessary surveys and legal descriptions.

18.  
Archi-  
tectural  
Control  
Commit-  
tee

The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.

19.  
Building  
Permit

No building permits shall be issued unless and until the person applying for the building permit is the owner of the lands described in Schedule "A" and all mortgagees have agreed to be bound by this agreement.

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. Sidewalk The Owner shall construct at its own expense and in accordance with a location and plans and specifications approved by the City a sidewalk on McMurchy Avenue adjacent to the land shown on Schedule 'B' attached hereto.

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

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

24. Mortgagees 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.

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

JOSEPH ALBANESE LIMITED

*[Handwritten Signature]*  
authorized signing officer

THE CORPORATION OF THE CITY OF BRAMPTON

*[Handwritten Signature: Terence P. Miller]*  
JAMES E. ARCHDEKIN of MAYOR

*[Handwritten Signature: Ralph C. Lewis]*  
of 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 Town of Brampton, County of Peel, and being composed of Part of Lot 6, in Concession 1, West of Hurontario Street, Part of Park Lot 1 on the West side of West Street as shown on a plan being a subdivision of part of the East Half of said Lot 6, in Concession 1, West of Hurontario Street, (in the original Township of Chinguacousy) and referred to as Plan BR-4 and Parts of Lots 81, 82, 83 and part of Haggert Street, closed by By-law 817 of The Corporation of the Town of Brampton as shown on a plan being a subdivision of Part of said East Half of Lot 6, in Concession 1, West of Hurontario Street (in the original Township of Chinguacousy) and referred to as Plan BR-35 more particularly described as follows:-

PREMISING that the Northerly limit of Queen Street West, between McMurchy Avenue and West Street has a bearing of North 35 degrees 30 minutes 55 seconds East and relating all bearings herein thereto;

COMMENCING at a point in the southeasterly limit of Park Lot 1 on said Plan BR-4 distant 142 feet measured Southwesterly thereon from the most easterly angle of said Park Lot 1;

THENCE South 36 degrees 50 minutes 40 seconds West a distance of 44.78 feet;

THENCE South 39 degrees 35 minutes 10 seconds West a distance of 109.25 feet to the easterly limit of McMurchy Avenue;

THENCE North 44 degrees 33 minutes West, a distance of 292.18 feet along the said easterly limit of McMurchy Avenue;

THENCE North 39 degrees 02 minutes East 137.00 feet more or less to the northeasterly limit of part of Haggert Street closed by said By-law 817;

THENCE South 44 degrees 56 minutes 10 seconds East 84.00 feet more or less to the southerly limit of lane shown on said Plan BR-35;

THENCE North 38 degrees 26 minutes 20 seconds East, along the last mentioned limit 16.90 feet;

THENCE South 44 degrees 42 minutes 45 second East a distance of 56.92 feet;

THENCE South 47 degrees 14 minutes 15 seconds East, a distance of 6 feet;

THENCE South 43 degrees 58 minutes 55 seconds East, a distance of 38.10 feet more or less to a point;

THENCE South 44 degrees 11 minutes 15 seconds East, a distance of 10.6 feet;

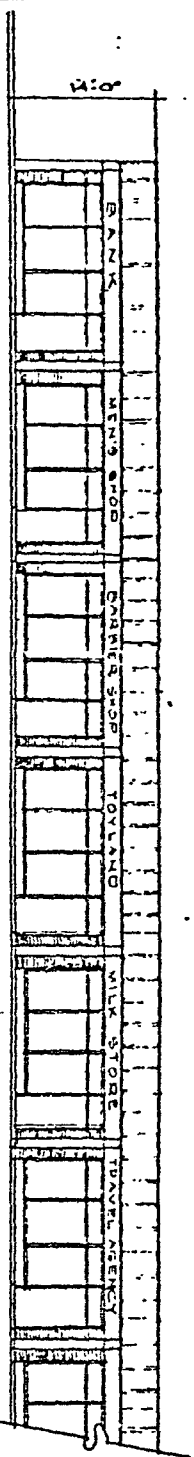
THENCE South 48 degrees 03 minutes 45 seconds East, a distance of 39.70 feet;

THENCE South 39 degrees 34 minutes 55 seconds West, a distance of 8.50 feet;

THENCE South 47 degrees 01 minutes 35 seconds East, a distance of 53.93 feet to the point of commencement

SCHEDULE 'B'

TYPICAL FRONT ELEVATION  
SCALE 1"=10'-0"



LANE

LANE

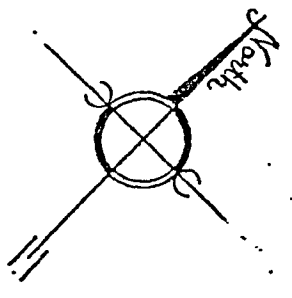
PROPOSED  
ONE STOREY BRICK BLDG.  
(18,000 SQ. FT.)

CONCRETE WALK (LATEST PAVING MATERIAL)

PARKING SPACE - 54 CARS

Mc MURCHY AVENUE

SCALE 1"=20'-0"



QUEEN STREET WEST

NO	REVISIONS	DATE
1	PROPOSAL NO 2	JULY 22
2	" " " " NO 3	AUG 23
3	" " " " NO 4	OCT 8
4	" " " " NO 5	NOV 22

REVISIONS

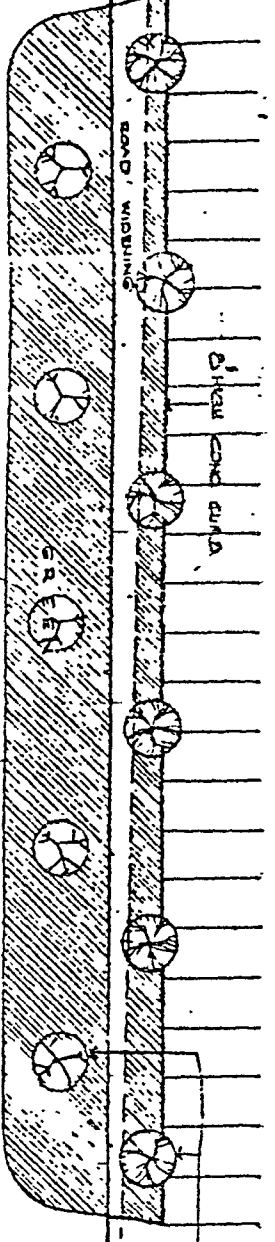
PROPOSED  
COMMERCIAL DEVELOPMENT

Mc MURCHY AVE  
BRANTFORD

PRODUCER TREES  
22 CHILPIT

6' HIGH BRICK  
PILE FENCE

CHAIN LINK FENCE WITH SHIELDS



6' HIGH BRICK PILE FENCE

CHAIN LINK FENCE AND SHIELDS

TYPICAL DISBURSE

LOCAL BUS

THE DATE...  
CANNOT BE DETERMINED  
FROM THIS PLAN  
PLEASE CONSULT

CHAIN LINK FENCE WITH SHIELDS

RESTRICTION BEING SHOWN

SIDEWALK

LINK DRIVE

6' HIGH BRICK PILE FENCE

PRODUCER TREES

22 CHILPIT

6' HIGH BRICK PILE FENCE

PRODUCER TREES

22 CHILPIT

6' HIGH BRICK PILE FENCE

PRODUCER TREES

22 CHILPIT

6' HIGH BRICK PILE FENCE

No. 508952  
Registry Division of Peel (No. 43).

DATED: December 13th, 1978.

I CERTIFY that this instrument is registered as of \_\_\_\_\_

1978 DEC 21 PM 4 13

In The Land  
Registry Office  
at Brampton,  
Ontario.

*Vera Porter*  
LAND REGISTRAR

JOSEPH ALBANESE LIMITED

and

THE CORPORATION OF THE  
CITY OF BRAMPTON

508936  
1/11/78

\_\_\_\_\_

A G R E E M E N T

\_\_\_\_\_

**JOHN G. METRAS**  
**City Solicitor**  
**CITY OF BRAMPTON**  
**24 QUEEN ST. E.**  
**BRAMPTON, ONT. L6V 1A4**

~~LAWRENCE, LAWRENCE, STEVENSON & WEBBER,  
Barristers and Solicitors,  
43 Queen Street West,  
Brampton, Ontario.  
L6Y 1L9~~