



THE CORPORATION OF THE CITY OF BRAMPTON.

BY-LAW

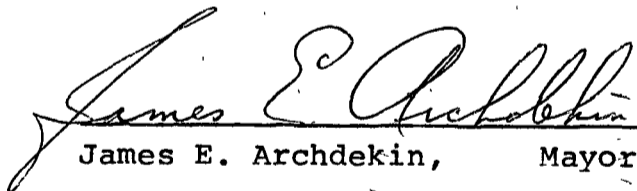
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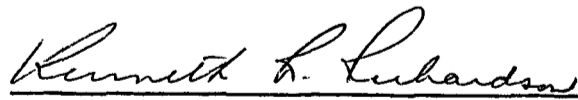
A By-law to authorize the execution
of an Agreement between Emil Enterprises
Brampton Incorporated, The Corporation
of the City of Brampton and Thomas Mara.

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 Emil Enterprises Brampton
Incorporated, The Corporation of the City of Brampton, and
Thomas Mara, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in
Open Council this 12th day of January, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made this 8th
day of January, 1976

B E T W E E N :

EMIL ENTERPRISES BRAMPTON INCORPORATED

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

THOMAS MARA ~~COMPANY LIMITED~~ *J.M.V. F.S.*

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner represents that it is the owner
of the lands shown on the site plan annexed hereto as Sche-
dule "A" and more particularly known as Number 156 John Street
in the City of Brampton;

AND WHEREAS the Owner warrants that the Mortgagees
are the only mortgagees of the said lands;

AND WHEREAS the Owner has applied to the City for rezoning of the said lands to permit the erection of a building for medical offices but 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 sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the City to do and perform at its own expense the following matters and things.

SITE PLAN

1. The lands located on the north side of John Street between Centre Street and Lynch Street and municipally known as Number 156 John Street consisting of Lot 42, according to Plan BR-5, shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owner shall restrict the means of vehicular ingress and egress to and from the parking area shown on Schedule "A" to those locations indicated on the said schedule. As construction is undertaken on the building, 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 City 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.

3. 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 other material. The City Engineer may give the Owner twenty-four hours notice to remove and clean up any earth, mud or other materials from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefor by the City Engineer.

4. 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.

5. The final grade of the lands shall be so fixed to the satisfaction of the City Engineer that the surface water originating on or tributary to the said lands, including the roof water from the building, will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the City Building and Zoning Co-ordinator.

6. Detailed grading, building and landscaping plans for the building and area will be filed by the Owner and be subject to the approval of the City Engineer, the City Building and Zoning Co-ordinator and the City Parks and Recreation Director prior to issuance of a building permit. The Owner shall sod and landscape the lands as shown on the landscape plan approved by the City Director 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 done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner, for itself, its successors and assigns covenants that it will plant, preserve and maintain the plantings as shown on the landscape plan approved by the Director of Parks and Recreation and the Owner further covenants for itself, its successors and assigns that it will include in all future conveyances a covenant that the Grantee, his heirs, successors and assigns will maintain and/or replace the said trees and landscaping as circumstances may require.

7. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

8. The Owner shall fence the boundary of the lands where indicated on Schedule "A" with six-foot high wood fencing in accordance with the requirements of the City.

OTHER APPROVALS

9. The Owner shall enter into such arrangements as may be necessary with the Brampton Hydro Commission with respect to electrical distribution systems and necessary appurtenances to serve the lands and such other matters, including the payment of levies as the said Commission shall require provided however that the electrical distribution system shall be underground. The City shall not be obligated to issue a building permit to the Owner until provided with confirmation that the arrangements referred to herein have been made to the satisfaction of the Brampton Hydro Commission.

10. The Owner shall enter into such arrangements 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 and any other matters, including the payment of levies, as the said Region may require. The City shall not issue any building permit to the Owner until provided with confirmation that the arrangements referred to in this paragraph have been completed to the satisfaction of the Regional Municipality of Peel. In the matter of arrangements relating to the provision of services and works, the Owner shall submit all engineering details for the approval and shall obtain the approval of the City Engineer before the commencement of any such works.

FINANCIAL

11. The Owner shall pay to the City, in addition to the normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City, the sum of SIX HUNDRED DOLLARS (\$600.00) prior to the issuance of any building permit. All fees collected under this section shall be prorated between the City and the Region.

12. 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.

GENERAL

Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the City of Brampton.

14. The Owner shall not call into question, directly or indirectly, in any proceeding 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.

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.

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.

EMIL ENTERPRISES BRAMPTON INCORPORATED

Frank Maury President

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson
KENNETH R. RICHARDSON CLERK

THOMAS MARA ~~COMPANY LIMITED~~
PER: *Thomas Mara*

Witness: *Lina V. Mara*

Lot 13 Plan BR-5

Lot 43 Plan BR-5

Lot 42 Plan BR-5

Limit of Property
Wooden Fence
Minimum Height 6'

BUILDING AREA 'A'

Driveway

JOHN STREET

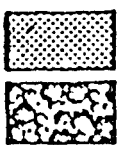
Road Allowance

EMIL ENTERPRISES BRAMPTON INC.
SCHEDULE 'A'

N

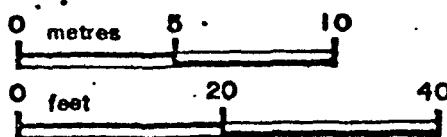
Drawn	m.o.
Date	December 5th, 1975
File No.	CIE 5.1
Dwg. No.	A

Legend



BUILDING AREA 'A'
LANDSCAPED OPEN SPACE

Scale



CITY OF
BRAMPTON
PLANNING
DEPARTMENT

JS

DATED

EMIL ENTERPRISES BRAMPTON
INCORPORATED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON

PASSED January 12 19 76



BY-LAW

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