



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

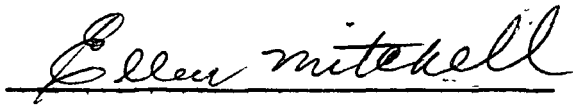
*Number* 20-79

To authorize the execution of an Agreement between Trimont Holdings Limited, The Corporation of the City of Brampton, Murka Investments Limited, Thelma Kamins and Shirmark Investments Limited.

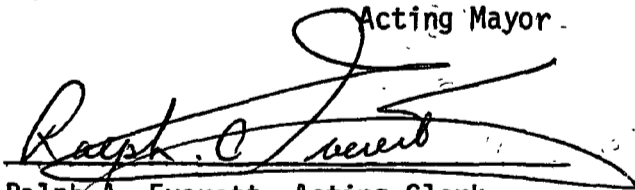
The Council of The Corporation of the City of Brampton ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Trimont Holdings Limited, The Corporation of the City of Brampton, Murka Investments Limited, Thelma Kamins and Shirmark Investments Limited, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 29th day of January, 1979.

  
\_\_\_\_\_

Acting Mayor

  
\_\_\_\_\_

Ralph A. Everett, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this *29<sup>th</sup>*  
day of *JANUARY*, 1979.

B E T W E E N :

DEVELOPMENTS

TRIMONT ~~HOLDINGS~~ LIMITED

hereinafter called 'the Owner'

*Sp*

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

MURKA INVESTMENTS LIMITED,

THELMA KAMINS, and

SHIRMARK INVESTMENTS 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 wishes to redevelop the lands and the City is of the opinion that such redevelopment 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.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

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

5. 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

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.

Admini-  
stration  
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.

14. The Owner agrees to provide security in a form satisfactory Securities 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

All floodlighting on the land shall be designed and oriented so as to eliminate glare on adjacent roadways and other properties.

Glare

16. 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 sign height, placement, location and design have been so approved.

Signs

17. The Owner acknowledges that only right turn in and right turn out traffic movements shall be allowed to and from the entrances to the site from Kennedy Road and Queen Street East as shown on Schedule 'B' and the Owner further agrees to install any necessary traffic control devices and signs deemed necessary by the Engineer to restrict such traffic movements.

Turning Movement

18. 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.

By-laws

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

Lands Affected

20. 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.

Agreement Binding

21. 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.

Mortgagees

22. 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.

Successors & Assigns

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.

SP

DEVELOPMENTS  
TRIMONT HOLDINGS LIMITED

*Jim Ardopoulos*  
PRESIDENT TITLE

TITLE

MURKA INVESTMENTS LIMITED

*W. V. Chenoweth*  
GENERAL MANAGER

*Thelma Kamins*

THELMA KAMINS

SIGNED, SEALED & DELIVERED)  
IN THE PRESENCE OF: )  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

*Beverly Williams*

SHIRMARK INVESTMENTS LIMITED

*W. Schmidt*  
PRESIDENT

THE CORPORATION OF THE CITY OF BRAMPTON

*James E. Pochler*  
MAYOR

*[Signature]*  
ACTING CLERK

AUTHORIZATION BY-LAW.  
NUMBER 20-79  
PASSED BY CITY  
COUNCIL ON THE 29<sup>th</sup>  
DAY OF JANUARY 1979



AFFIDAVIT OF SUBSCRIBING WITNESS

I, BEVERLEY WILLIAMS.  
of the **City of Toronto**  
in the **Municipality of Metropolitan Toronto**

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at **the City of Toronto** by **THELMA KAMINS**

\*See footnote

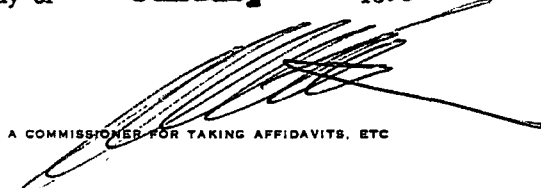
\*See footnote

I verily believe that ~~each~~ <sup>the</sup> person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the **City of Toronto**  
**in the Municipality of Metropolitan Toronto**

this 30<sup>th</sup> day of **January** 1979

Beverly Williams

  
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 **THELMA KAMINS**  
of the **City of Toronto**  
in the **Municipality of Metropolitan Toronto**

\* 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.

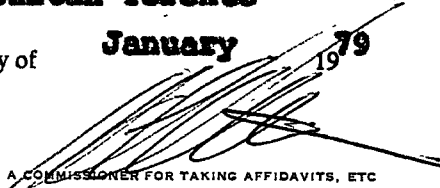
\*\*Not a Matrimonial Home, etc. see footnote.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the **City of Toronto in the Municipality of Metropolitan Toronto**

this 29<sup>th</sup> day of **January** 1979

Thelma Kamins

  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\*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).

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 being composed of Part of the West Half of Lot 6 in the Second Concession, East of Hurontario Street described as follows;

PREMISING that the North West limit of Queen Street East as widened by Instrument #22927VS has an astronomic bearing of north 39 degrees 29 minutes East and relating all bearings herein thereto;

COMMENCING at a point which may be located as follows;

BEGINNING at the most Southerly angle of the said West Half of Lot 6;

THENCE North 43 degrees 59 minutes 30 seconds West along the south-west limit of said Lot 6 a distance of 160.06 feet to a point;

THENCE North 39 degrees 29 minutes East 10.06 feet to a point in the North East limit of Kennedy Road as widened by Instrument # BR-31772 being the actual point of commencement;

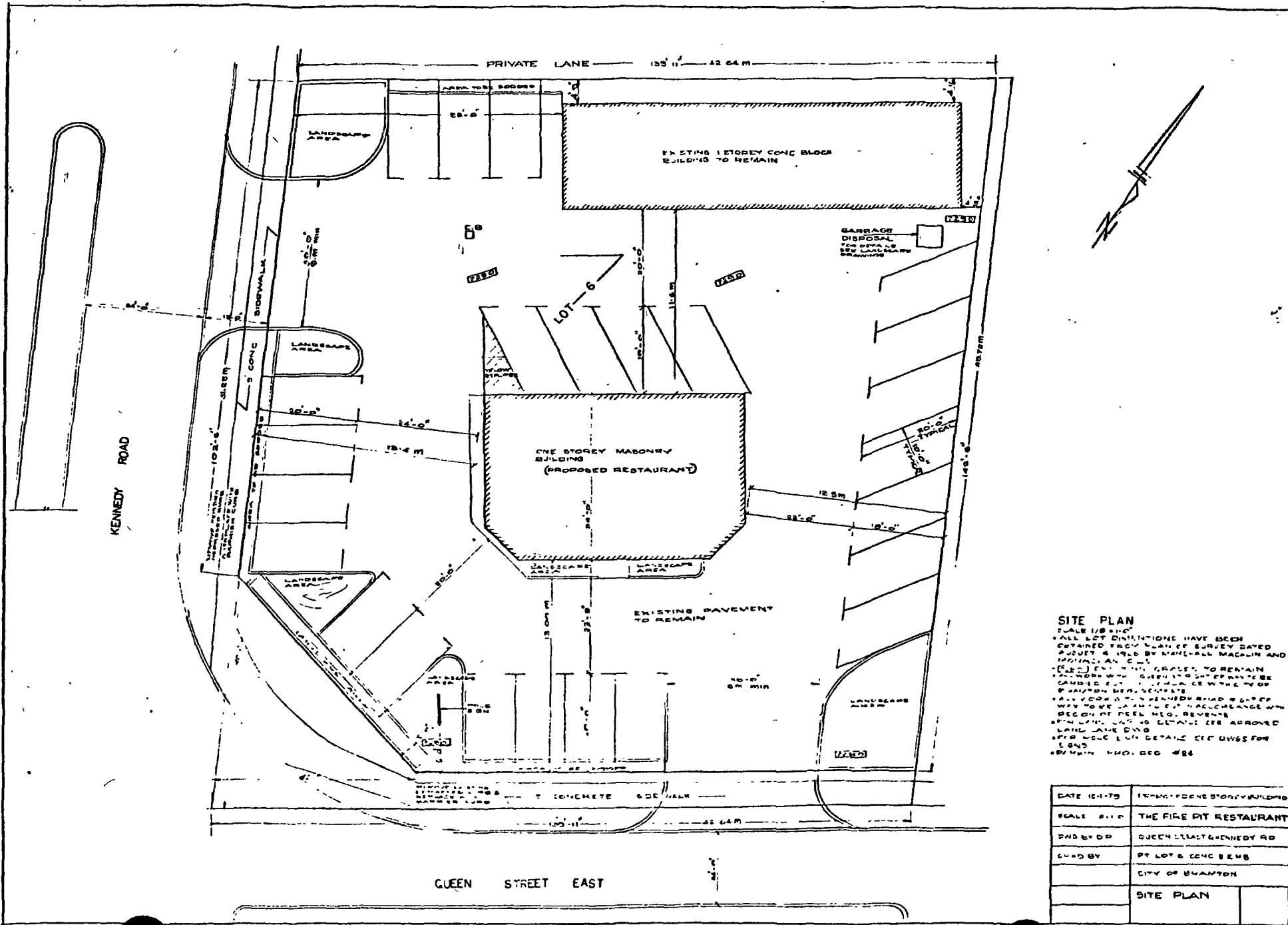
THENCE North 39 degrees 29 minutes East 139.94 feet to a point;

THENCE South 43 degrees 59 minutes 30 seconds East 142.95 feet to a point in the North West limit of Queen Street East as widened by Instrument #22927VS;

THENCE South 39 degrees 29 minutes West along the last mentioned north-west limit 99.94 feet to a point;

THENCE South 87 degrees 44 minutes 45 seconds West 53.26 feet to a point in the North East limit of Kennedy Road as widened by Instrument # BR-31772;

THENCE North 43 degrees 59 minutes 30 seconds West along the last mentioned North East limit 102.95 feet to the point of commencement.



**SITE PLAN**  
 SCALE 1/8" = 1'-0"  
 ALL LOT DIMENSIONS HAVE BEEN OBTAINED FROM PLAN OF SURVEY DATED AUGUST 4 1960 BY MAUI-ALL MACLAIN AND ASSOCIATES C.S.  
 (EXIST.) BLDG. WALLS TO REMAIN  
 EXTERIOR WALLS OVER 12'-0" HEIGHT TO BE GARDED E.P.T. TO BE IN PLACE WITH THE TOP PORTION BEING REMOVED  
 ALL WORK AT KENNEDY ROAD TO BE DONE BY THE LAWN & LEAF MAINTENANCE WITH DESIGN AT FEEL NEG. REVENUE  
 WITH LAND LAYOUT DETAILS SEE APPROVED LAND LANE DWD  
 1978 WOOD LOT DETAILS SEE DWGS FOR E AND  
 BY MAIN W.D. DEC 4/84

DATE 12-1-75	1774-1775 ONE STOREY BUILDING
SCALE 1/8" = 1'-0"	THE FIRE PIT RESTAURANT
DES BY DP	QUEEN STREET & KENNEDY RD
OWNED BY	PT LOT & CONC BEMS
	CITY OF WHANTON
	SITE PLAN

512103

DATED: 29 JAN 1979

No.

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of TRIMONT HOLDINGS LIMITED

1979 APR 23 AND 1 32 PM

In The Land  
Registry Office  
at Brampton,  
Ontario.

*Vera Porter*

LAND REGISTRAR

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

MURKA INVESTMENTS LIMITED,  
THELMA KAMINS, AND  
SHIRMARK INVESTMENTS  
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 January 29th 19 79

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# BY-LAW

No. 20-79

To authorize the execution of an agreement between Trimont Holdings Limited, The Corporation of the City of Brampton, Murka Investments Limited, Thelma Kamins and Shirmark Investments Limited.

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF PEEL (No. 43)

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered

as Parcel *A-1 and A-2*

in the Register for Section *M-239*

of which *GOLDIDS INVESTMENTS LIMITED and THE CORPORATION  
OF THE CITY OF BRAMPTON, respectively,*  
is the registered owner, hereby apply to have

Notice of an Agreement dated the 12th day of FEBRUARY, 1979

made between *GOLDIDS INVESTMENTS LIMITED, THE CORPORATION  
OF THE CITY OF BRAMPTON, THE TORONTO DOMINION BANK and PAUL  
ORENSTEIN, IN TRUST*

entered on the parcel register.

The evidence in support of this Application consists of:

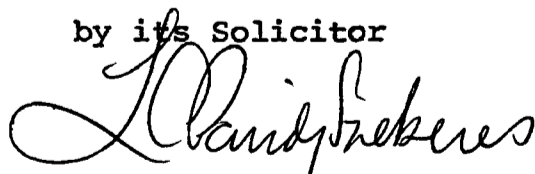
1. An executed copy of the said Agreement

This application is not being made for any fraudulent  
or improper purpose.

The address for service is 24 Queen Street East, Brampton, Ontario.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor

  
Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate this <sup>12<sup>th</sup></sup>  
day of FEBRUARY, 1979.

B E T W E E N :

GOLDIDS INVESTMENTS LIMITED

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

THE TORONTO DOMINION BANK, and

PAUL ORENSTEIN, IN TRUST,

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 lands are part of a subdivision which is subject to an agreement dated 20 February 1978 between Goldids Investments Limited, the Corporation of the City of Brampton, the Regional Municipality of Peel, the Toronto-Dominion Bank and Paul Orenstein, in Trust.

AND WHEREAS the Owner wishes to redevelop the lands and the City is of the opinion that such redevelopment 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 WITNESSES that in consideration of the covenants hereinafter contained, the parties hereto agree each with the other as follows:

Site  
Plan

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

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

Commis-  
sioner  
of  
Public  
Works

2. 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 Commissioner of Public Works of the City of Brampton.

Ingress  
and  
Egress

3. 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 appropriate Commissioner of Public Works and all such work which is to be used in conjunction with each building shall be completed before occupancy of any part of that 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.

Access

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

Clean  
Site

5. 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 appropriate Commissioner of Public



BLOCK A, M-216

STRATHEARN AVENUE

ADVANCE BOULEVARD

MI - SPECIFIC SECTION 763

DIXIE ROAD

FUTURE EXTENSION STRATHERN AVENUE

1978  
1559

MI - SPECIFIC SECTION 763  
By-Law 23-77

ZONING MAP  
Schedule A

Legend

— Zone Boundary

CITY OF BRAMPTON PLANNING DEPARTMENT

Dwg No 79-1E Drawn by b.k Date 1978 11 22 4E14 1



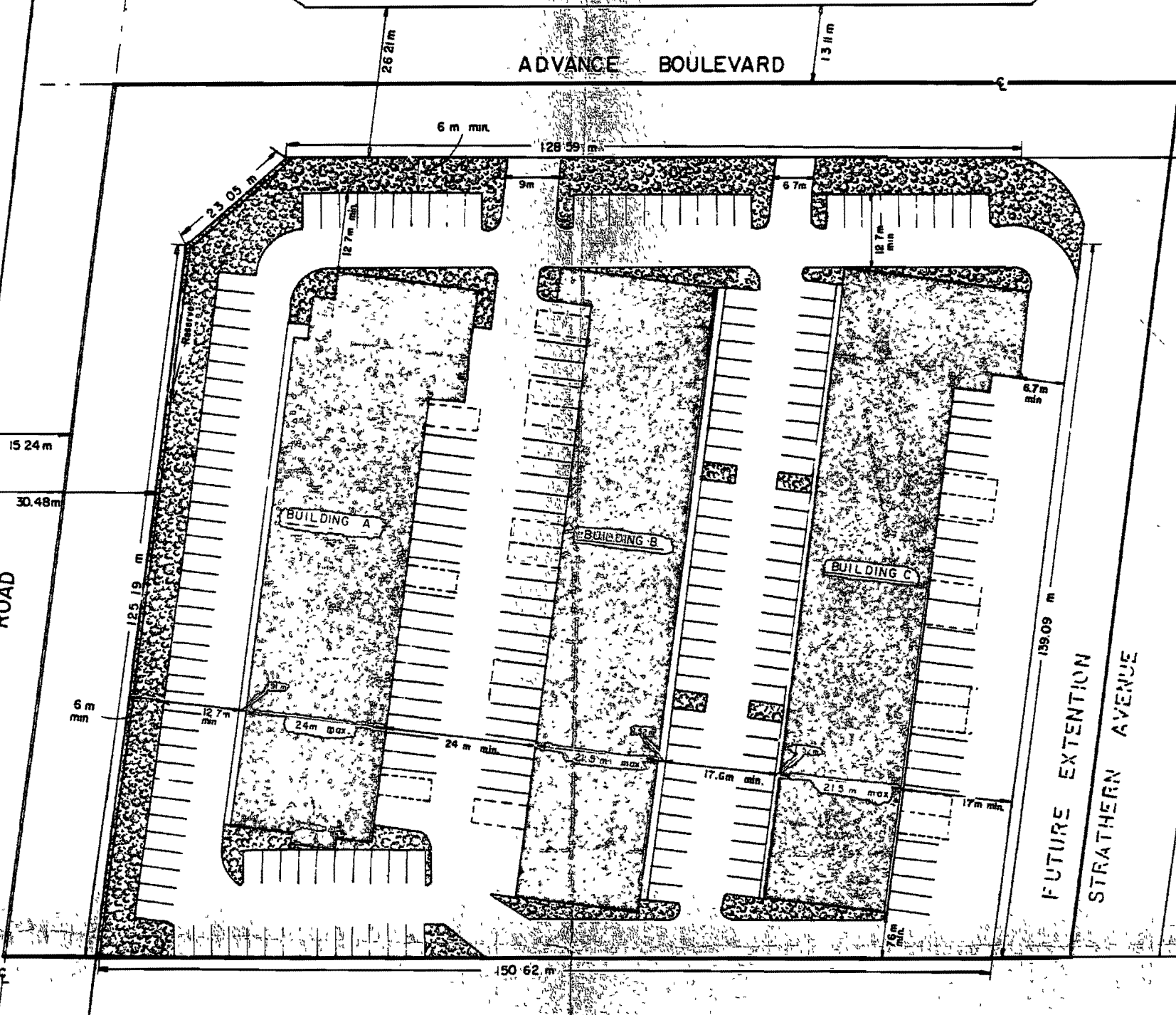
BLOCK A  
Registered Plan 5-215

STRATHEARN  
AVENUE

ADVANCE BOULEVARD

DIXIE ROAD

FUTURE EXTENSION  
STRATHERN AVENUE



MI SPECIFIC SECTION 763 SITE PLAN  
By-Law 23-79 Schedule B

Legend

- Building Area
- Landscaped Open Space

0 meters 12 24

