



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 38-85  
~~To authorize the execution of an  
agreement between Anthony Spoto  
and Mary Ellen Spoto The  
Regional Municipality of Peel,  
The Canadian Imperial Bank of  
Commerce and Russell E. Prouse  
and The Corporation of the City  
of Brampton~~

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated February 11th between Anthony Spoto and Mary Ellen Spoto, The Regional Municipality of Peel, The Canadian Imperial Bank of Commerce and Russell E. Prouse and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of February , 1985.

KENNETH G. WHILLANS

MAYOR

RALPH A. EVERETT

CLERK

MEMORANDUM OF AGREEMENT made in duplicate this  
11<sup>th</sup> day of FEBRUARY, 1985.

B E T W E E N :

ANTHONY SPOTO and MARY ELLEN SPOTO,  
of the City of Brampton, in the Regional  
Municipality of Peel,  
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 REGIONAL MUNICIPALITY OF PEEL,  
hereinafter called the "Region"

OF THE THIRD PART,

A N D

CANADIAN IMPERIAL BANK OF COMMERCE and RUSSEL  
E. PROUSE,

hereinafter called the "Mortgagees"

OF THE FOURTH 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 develop the lands and the City is of the opinion that this 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;

AND WHEREAS the lands are situate in the site plan control area designated by By-law 50-82 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1. For the purposes of this agreement, the Works "works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include all grading, storm drainage works, driveways, ramps, parking areas, landscaping, including boulevard landscaping, road works, including all curbs, gutters and drainage works, sidewalks, facilities for lighting including floodlighting, vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste material, fencing and all internal sanitary sewers, watermains, storm sewers, service connections and all other matters required to be done by the Owner under the terms of this agreement.

2. 2.1 The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan and drawings referred to in Schedule B attached hereto (herein called the "site plan") and further covenants and

Approved  
Site  
Plan

agrees to provide all of the works and other matters referred to in this agreement (including Schedule D attached hereto) and shown on the site plan and all other approved plans referred to in Schedule B attached hereto and in addition to the maintenance requirements set out in paragraph 17.3 of this agreement to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof, the provisions of section 325 of the Municipal Act, R.S.O. 1980, chapter 302, as amended, shall apply.

Rezoning

2.2 In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

ENGINEERING, LANDSCAPING AND BUILDING REQUIREMENTS

3.  
Commis-  
sioner of  
Public  
Works

For the purpose of this agreement, "Commissioner of Public Works" shall mean the Commissioner of Public Works and Buildings for the City of Brampton, except for that work for which the Region is responsible, in which case the "Commissioner of Public Works" shall mean the Commissioner of Public Works for the Region of Peel.

4.  
Ingress  
& Egress

The Owner shall restrict the means of vehicular ingress and egress to the lands to those locations indicated on the site plan and if required by the City, the Owner agrees to convey to the City, free of all encumbrances, the one foot reserves shown on the site plan and

referred to in Schedule C attached hereto as a further means of controlling ingress and egress from the lands. All off-street vehicular loading and parking areas, access ramps and access driveways including driveways for emergency vehicles shown on the site plan shall be constructed and asphalted in accordance with the approved plans referred to in this agreement.

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

6.                   6.1               During construction, the Owner agrees to  
Clean               employ and keep employed a sufficient number of sweepers  
Site               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 (24) hours notice to  
remove and clean up any earth and mud from such pavement  
and sidewalks and in default the 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.

6.2               The Owner shall take all precautions necessary  
to protect the public against injury on any lands set out  
in the site plan and where necessary keep danger signals  
out at night and at such other times and places as public  
safety may be required.

7.                   The Owner will be responsible for any damage  
Construc-           caused to the roadways, curbs, pavements, boulevards or  
tion               plantings thereon caused by the construction carried out

on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

All matters incidental to the provision of all the works and other matters referred to in this agreement and shown on the site plan and all other approved plans referred to in this agreement, including the removal and planting of trees, cutting, repaving and installing drive-ways, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes shall be carried out by the Owner at its own risk and expense to the satisfaction of the owner of the utilities.

8.  
Storm  
Drainage

8.1 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 lands, including the roof water from the buildings, will be discharged into the storm sewer system of the City in the manner shown on the approved plans referred to in Schedule B attached hereto.

8.2 The grading and drainage plan required to be approved pursuant to this agreement shall show the lands drained by a totally self-contained drainage system within the lands. This drainage system shall not adversely affect the drainage of abutting lands.

9.  
Approved  
Plans

The Owner shall, at its own expense:

9.1 carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all the works in accordance with and as shown on detailed plans and specifications for these works which have been or shall be approved by the Commis-

sioner of Public Works, and the Commissioner of Planning and Development as the case may be, all of which detailed plans and specifications are more particularly described and referred to in Schedule B attached hereto.

9.2 make payment for, perform, fulfill, carry out, provide, install, erect, construct and complete in a good and workmanlike manner to the satisfaction of the City all works and other matters referred to in Schedule D attached hereto, all in accordance with and as shown on detailed plans and specifications for these works or other matters which have been or shall be approved by the Commissioner of Public Works and the Commissioner of Planning and Development as the case may be.

9.3 in the event any of the plans referred to in Schedule B attached hereto, including the site plan, are not approved prior to the execution of this agreement, any such plan, when approved, shall be deemed to be an approved plan within the meaning of this agreement and all of the provisions of this agreement shall apply to it.

10.  
Addi-  
tional  
Works

If, in the opinion of the Commissioner of Public Works, exercised in accordance with sound and reasonable engineering principles, additional works are necessary to ensure that the works shown on the approved plans referred to in this agreement function properly, the Owner shall, at its own expense, construct, install or perform such additional works at the request of the Commissioner of Public Works.

11.  
Existing  
Trees

All existing trees to be retained as shown on the approved landscape and fencing plan shall be fenced and protected during construction in accordance with City

specifications. No existing trees, other than those presently approved for removal in accordance with the approved landscape and fencing plan, shall be removed without the prior written approval of the Commissioner of Planning and Development. In the event it is intended that a building permit be issued prior to approval of the landscape and fencing plan, the Commissioner of Planning and Development shall, prior to the issuing of a building permit, designate the existing trees which are to be retained and these trees shall be fenced and protected during construction in accordance with City specifications.

12.

Occupancy

The Owner covenants that it will not occupy or permit the occupation of any building or parts thereof shown on the site plan:

12.1 until the internal sanitary sewers, hydro service, internal watermains, internal storm sewers, service connections, plumbing, off-street vehicular loading and parking areas, access ramps and driveways complete with curbs and asphalt, have been properly installed and approved, and

12.2 except in accordance with the provisions of the Building Code Act, R.S.O. 1980, chapter 51, as amended, and all regulations made pursuant thereto, and

12.3 until the landscape and fencing plan required by this agreement is approved by the Commissioner of Planning and Development.

Upon application by the Owner, occupancy may be permitted prior to the completion of the off-street



vehicular loading and parking areas and access ramps and driveways, provided that all other requirements for occupancy have been complied with.

13.

Landscap-  
ing and  
Fencing

13.1 The Commissioner of Planning and Development may in his sole discretion not require the landscape and fencing plan required by this agreement to be approved prior to the issuance of the building permit for the building shown on the site plan. In this event, the Owner agrees that the landscape and fencing plan shall be submitted to and approved by the Commissioner of Planning and Development prior to the occupancy of the building or parts thereof as shown on the site plan.

13.2 All landscaping shown on the approved landscape and fencing plan shall be completed within twelve (12) months following the issue of the building permit for the building shown on the site plan except for buildings to be occupied between November 1st in any year and June 15th in the following year, in which case the landscaping shall be completed by June 30th following such occupancy. The Commissioner of Planning and Development may extend the time for completion of the landscaping or part thereof in such circumstances as he in his sole discretion considers advisable.

13.3 The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing is shown on the approved landscape and fencing plan referred to in Schedule B attached hereto, or shall be shown on the landscape and fencing plan to be approved. All fencing shall be completed within the time set for completion of

the landscaping except that where deemed necessary by the Commissioner of Planning and Development, fencing can be required to be completed prior to occupancy.

OTHER APPROVALS

14.  
Regional  
Services

The City shall not issue any building permits until provided with confirmation in writing from The Regional Municipality of Peel (herein called the "Region") that the Owner has made satisfactory arrangements with the Region for the provision to the lands of all services under the jurisdiction of the Region. All works, services and other matters under the jurisdiction of the Region which are required to be provided by this agreement, shall be completed in a good and workmanlike manner to the satisfaction of and in accordance with detailed plans and specifications for such works which have been or shall be approved by the Region.

15.  
Hydro  
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the lands.

FINANCIAL

16.  
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 a building permit is issued.

17.  
Security

17.1 Prior to the issuance of any building permits, and if requested by the City, the Owner shall deposit as a performance guarantee, cash or a letter of credit from a

chartered bank or other negotiable security approved by the City Treasurer (herein called the "security") in the amounts set out in paragraph 17.1.1, 17.1.2 and 17.1.3, being one hundred per cent (100%) of the cost as estimated by the Commissioner of Public Works and the Commissioner of Planning and Development:

17.1.1 all the works required by this agreement to be constructed on public lands.

SECURITY REQUIRED: TO BE DETERMINED BY THE COMMISSIONER OF PUBLIC WORKS PRIOR TO ISSUANCE OF BUILDING PERMIT.

17.1.2 all landscaping and fencing shown on the approved landscape and fencing plan.

SECURITY REQUIRED: TO BE DETERMINED BY THE COMMISSIONER OF PLANNING & DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMIT.

17.1.3 all services constructed on land being part of the common elements of any condominium corporation and without limiting the generality of the foregoing, shall include all internal sanitary sewers, internal watermains, internal storm sewers, service connections, internal roads, sidewalks, walkways and parking areas.

Security Required: \$ Not Applicable

17.2 Upon the failure by the Owner to complete a specified part of the work for which security is deposited when requested by the Commissioner of Public Works and in the time requested, the City Treasurer may, at any time, authorize the use of all or part of the security to pay the cost of any part of such works the Commissioner of Public Works may deem necessary.

17.3 The Owner may, from time to time, apply to the City for a reduction in the amount of the security by an amount up to ninety per cent (90%) of the value of the works for which security was deposited, which the Commissioner of Public Works and the Commissioner of Planning and Development have certified in writing to be satisfactorily completed upon receipt of:

17.3.1 a statutory declaration that all accounts relative to the installation of the completed works have been paid.

17.3.2 a certificate of the Owner's consulting engineer, and/or architect and/or landscape architect certifying that it has received no notice of lien in respect of that part of the completed works constructed on lands owned by the City.

17.3.3 all certificates of the substantial performance of all contracts and subcontracts as required by the Construction Lien Act, for all such works constructed on lands owned by the City, together with proof of publication thereof.

The Owner shall maintain all of the works for which security was taken for a period of two (2) years following the date of the certificate of satisfactory completion of such works.

The remaining ten per cent (10%) of the security shall be retained by the City until the expiration of the aforesaid maintenance period and the Commissioner of

Public Works and the Commissioner of Planning and Development have finally approved the works for which security is deposited. Prior to the expiration of the maintenance period, the Commissioner of Public Works and the Commissioner of Planning and Development shall inspect the works for which security is deposited and all defects disclosed by such inspection shall be remedied by the Owner at its own expense prior to the release of the remaining ten per cent (10%) of the security to the Owner.

Default  
& Entry  
on the  
Lands

17.4 If, in the opinion of the Commissioner of Public Works the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time, or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Commissioner of Public Works as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Commissioner of Public Works, make default in performance in the terms of this agreement, then in such case the Commissioner of Public Works shall notify the Owner in writing of such default or neglect and if such default or neglect not be remedied within ten (10) clear days after such notice, then in that case the Commissioner of Public Works thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in its opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done

without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Commissioner of Public Works, whose decision shall be final. It is understood and agreed that such cost shall include a management fee of fifteen per cent (15%) of the cost of the labour and materials. Any work done at the direction of the Commissioner of Public Works pursuant to the provisions of this clause shall not be an assumption by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

Inspection of Works

17.5 The Owner hereby grants to the City, its servants, agents and contractors, the licence to enter the lands for the purpose of inspection of any of the works referred to in this agreement and to perform such work as may be required as a result of a default.

18. Insurance

The Owner shall obtain from an insurance company acceptable to the City, insurance coverage in respect of liability for property damage and personal injury. Such policy or policies shall:

18.1 be issued in the joint names of the Owner and the City [and the Region] (or include as an additional insured the City [and the Region]);

18.2 provide insurance coverage in respect of any one accident or occurrence in the amount of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs;

18.3 be effective for the period of this agreement, including the period of guaranteed maintenance;

18.4 contain a clause indicating that the insurance coverage applies to hazard or damage from "completed operations";

18.5 contain no exclusions for damage or loss from blasting, vibration, the removal or weakening of support or from any other work that may be associated with the development; and

18.6 contain a provision that the policy or policies will not be changed or cancelled without at least thirty (30) days prior written notice being given to the City.

The Owner shall deposit with the City, prior to the issuance of a building permit, a certificate of insurance in the form attached hereto as Schedule E without modification.

If required by the City, the Owner shall prove to the satisfaction of the City that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

The Owner shall file a renewal certificate with the City not later than one (1) month before the expiry date of any policy provided pursuant to this agreement, until the City has indicated in writing that the policy need not continue in force any longer. In the event that such renewal certificate is not received, the City shall be entitled to either renew the policy at the expense of the Owner or to order that all work on the land within the plans cease until the policy is renewed.

The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or larger claims, if any, for which it may be held responsible.

GENERAL

19.  
Convey-  
ances

19.1 The Owner shall, prior to the issuance of any building permits and at its own expense, including all surveying and registration expenses, convey to the City and/or the Region, free of all encumbrances, and with a good and marketable title, the lands and easements referred to in Schedule C attached hereto.

Solicitor's  
Certificate

19.2 The Owner shall provide the City with a Solicitor's Certificate prior to the issuance of any building permits certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from all encumbrances and that the City and/or the Region as the case may be is or will be the registered owner thereof.

20.  
Glare

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

21.  
Snow  
Removal

The Owner shall, at its own expense, remove all ice and snow from the access ramps and driveways, parking and loading areas and walkways, all as shown on the site plan.

22.  
Indemni-  
fication

The Owner shall indemnify the City against all actions, suits, claims, demands and costs, whatsoever arising by reason of the Owner, his agents or employees



doing, failing to do, or doing incorrectly or negligently anything he is required to do by the terms of this agreement.

23.

The  
Construction  
Lien Act

23.1 The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

23.2 The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highway, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.3 The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the Region pursuant to the Act and arising out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

23.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 17 of this agreement:

23.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 23.2 of this agreement; and

23.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 23.3 of this agreement.

23.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 17 of this agreement until the City is satisfied that all of the provisions of paragraphs 23.1, 23.2 and 23.3, together with all other applicable provisions of this agreement have been complied with.

24.  
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 presently in force.

25.  
Lands  
Affected

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

26.

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.

27.

Cost of  
Registra-  
tion

The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issue of a building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

28.

Mortgagees

28.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then:

28.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either alone or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

28.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

28.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

29. Successors and 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 Regional Municipality 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.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_  
Anthony Spoto  
*[Handwritten signature]*  
\_\_\_\_\_  
Mary Ellen Spoto

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW  
NUMBER 38-85  
PASSED BY CITY  
COUNCIL ON THE 11<sup>th</sup>  
DAY OF FEBRUARY 19 85

*[Handwritten signature]*  
\_\_\_\_\_  
Kenneth G. Whillans, Mayor  
*[Handwritten signature]*  
\_\_\_\_\_  
Ralph A. Everett, Clerk

THE REGIONAL MUNICIPALITY OF PEEL

\_\_\_\_\_  
Frank Bean, Regional Chairman  
\_\_\_\_\_  
Larry E. Button, Regional Clerk

CANADIAN IMPERIAL BANK OF COMMERCE

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Title

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
Russel E. Proase

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ROBERT A. FILKIN  
of the CITY OF BRAMPTON  
in the REGIONAL MUNICIPALITY OF PEEL

make oath and say:

\*See footnote

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at BRAMPTON by ANTHONY SPOTO and MARY ELLEN SPOTO

\*See footnote

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

SWORN before me at the City of Brampton  
in the Regional Municipality of Peel

[Signature]  
\_\_\_\_\_

this 6th day of February 19 85

[Signature]  
A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Mark Andrew Bradley, STUDENT-AT-LAW, a  
Commissioner, etc., in and for the PROVINCE OF  
ONTARIO for Lawrence, Lawrence & Stevenson,  
Barristers and Solicitors.  
Expires July 31, 1987.

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after 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)".

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

~~XX~~ WE ANTHONY SPOTO and MARY ELLEN SPOTO

of the City of Brampton  
in the Regional Municipality of Peel

\* If attorney,  
see footnote

(severally) make oath and say: When ~~XX~~ WE executed the attached instrument,

~~XXXXXXX~~ WE WERE EACH at least eighteen years old;

and within the meaning of clause 1(f) of the Family Law Reform Act,

~~(a) I WAS / I WAS NOT a spouse~~

Strike out  
inapplicable  
clauses

~~(b) \_\_\_\_\_ WAS MY SPOUSE.~~

(c) We were spouses of one another.

\*\* Not a  
matrimonial  
home, etc.,  
see footnote

(SEVERALLY) SWORN before me at the

City of Brampton  
in the Regional Municipality of Peel

this 6th day of February 19 85

[Signature]  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

[Signature]  
ANTHONY SPOTO

[Signature]  
MARY ELLEN SPOTO

\* Note: Where affidavit is made by an attorney, the attorney shall depose: (a) that the party was at least eighteen years of age at the time of  
execution of the power of attorney; (b) as to the party's status as a spouse at the time of execution of the instrument; and (c) that the  
power of attorney is in full force and effect and has not been revoked.

\*\* Note: See clauses 42(3) (b) (c) and (d) of the Family Law Reform Act. If spouse does not join in or consent, either insert explanation or com-  
plete a separate affidavit.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Monk Andrew Bradley  
of the Regional Municipality of Peel - City of Brampton  
in the Regional Municipality of Peel

make oath and say:

\*See footnote I am a subscribing witness to the attached instrument and I was present and saw it executed  
at Brampton by RUSSEL E. PROUSE

\*See footnote I verily believe that each person whose signature I witnessed is the party of the same name referred  
to in the instrument.

SWORN before me at the City of Brampton,  
Regional Municipality of Peel  
this 6th day of February, 1985

Monk Bradley

Anthony Pak  
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

Anthony Edward Chester Pak, STUDENT-AT-LAW, a  
Commissioner, etc., in and for the PROVINCE OF  
ONTARIO for Lawrence, Lawrence, Stevenson,  
Barristers & Solicitors

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand the contents" and if 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)"

~~AFFIDAVIT AS TO AGE AND SPOUSAL STATUS~~

~~I ~~XXXXEX~~ RUSSEL E. PROUSE~~

~~of the~~

~~in the~~

~~(severally) make oath and say:~~

~~When I ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~~~

~~I WAS ~~XXXXXXXXXXXX~~ at least eighteen years old.~~

~~and within the meaning of clause 1(f) of the Family Law Reform Act,~~

~~(a) I WAS / I WAS NOT a spouse~~

~~(b) was my spouse~~

~~(c) We were spouses of one another~~

Strike out  
inapplicable  
clauses

\*\* Not a  
matrimonial  
home, etc.  
see footnote

(SEVERALLY) SWORN before me at the

RUSSEL E. PROUSE

this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

\* Note. Where affidavit is made by an attorney, the attorney shall depose that: (a) that he party was at least eighteen years of age at the time of execution of the power of attorney (b) as to the party's status as a spouse at the time of execution of the instrument and (c) that the power of attorney is in full force and effect and has not been revoked.

\*\* Note See clauses 42(3) (b) (c) and (d) of the Family Law Reform Act. If spouse does not join in or consent, either insert explanation or complete a separate affidavit.

LEGAL DESCRIPTION OF THE LANDS

FIRSTLY (Residential)

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel), being composed of the part of the west half of LOT 1, CONCESSION 2, West of Hurontario Street, designated as Part 3 on a reference plan in the Land Registry Office for the Registry Division of Peel (No. 43) as number 43R-11346.

SECONDLY (Commercial)

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel), being composed of the part of the west half of LOT 1, CONCESSION 2, West of Hurontario Street, designated as Part 2 on a reference plan in the Land Registry Office for the Registry Division of Peel (No. 43) as number 43R-11346.



SCHEDULE B

SCHEDULE OF APPROVED PLANS    NOTE:    THIS SCHEDULE APPLIES ONLY TO THE DEVELOPMENT OF THE LANDS DESCRIBED "SECONDLY" ON SCHEDULE A FOR COMMERCIAL PURPOSES

DESCRIPTION OF PLAN	PREPARED BY	NUMBER OF PLAN	DATE OF PLAN	DATE OF APPROVAL	APPROVED BY
SITE PLAN	A DETAILED SITE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
ELEVATION CROSS-SECTION DRAWINGS	DETAILED ELEVATION CROSS-SECTION DRAWINGS SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
LANDSCAPE AND FENCING PLAN	A DETAILED LANDSCAPE AND FENCING PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
GRADING AND DRAINAGE PLAN	A DETAILED GRADING AND DRAINAGE PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN	A DETAILED ROAD WORKS, PARKING AREAS & ACCESS RAMP PLAN SHALL BE APPROVED IN ACCORDANCE WITH BY-LAW 50-82 PRIOR TO THE APPLICATION FOR ANY BUILDING PERMIT.				
FIRE PROTECTION PLAN (INCLUDING INTERNAL AND EXTERNAL FIRE HYDRANTS)	NOT REQUIRED.				

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

N I L

LANDS TO BE CONVEYED TO THE REGION OF PEEL

The Owner shall convey to the Region a 0.3 metre reserve along the entire Steeles Avenue frontage of the land described FIRSTLY in Schedule A (the residential lands).

NOTE: The Region shall grant a temporary crossing of the reserve at the location of the existing driveway.  
The Owner shall be responsible for all costs associated with the conveyance of the reserve and temporary crossing, including all survey costs.

SPECIAL PROVISIONS

(A) The following special provisions apply to the development for RESIDENTIAL purposes of that part of the lands described FIRSTLY on Schedule A attached hereto (herein called the "Residential Lands").

1. The Owner covenants and agrees that the Residential Lands shall be developed for three single family dwelling units in substantial accordance with the concept site plan attached hereto as Schedule D-1.

2. The Owner covenants and agrees to unconditionally pay to the City without protest or qualification the capital contributions set forth in Schedule F attached hereto in the manner and at the times set forth in Schedule F for the dwelling units to be constructed on Lots 2 and 3 shown on Schedule D-1.

The City capital contributions required under this agreement may be changed from time to time by resolution of the Council of the City provided that in no event shall any such change in the capital contributions of the City take effect with respect to the development covered by this agreement earlier than two (2) full calendar years from the date upon which the City Council passed its by-law authorizing the execution of this agreement.

2. (cont'd)

The Owner agrees that after the aforesaid two (2) year period, any resolution of the City Council altering the aforesaid capital contributions shall be deemed to automatically amend this agreement and the City agrees that copies of any such resolutions shall be made available to the Owner upon request.

3. Regional Levies

3.1 The Owner covenants and agrees to pay to the Region, the levies set forth in Schedule G attached hereto for the dwelling units to be constructed on Lots 2 and 3 as shown on Schedule D-1, in the manner and at the time set forth in Schedule G and the Owner further agrees that the policies set forth in Schedule G shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

3.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel lot levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

4. Cash-in-Lieu of Parkland

The Owner shall pay to the City, prior to the issuance of the building permit for the dwelling unit to be constructed on each of Lots 2 and 3 shown on Schedule D-1, the sum of Nine Hundred Dollars (\$900.00) for each of these Lots, which represents the payment of money in lieu of conveyance of land for park purposes.

5. Internal Streets 5.1 The Owner acknowledges and agrees that dwelling units to be constructed on the Residential Lands shall front on and have access to a public highway which shall be an extension westerly of Hudson Drive shown on Registered Plan 43M-421. The Owner further acknowledges that there shall be no access for these dwelling units to Steeles Avenue.

5.2 The Owner agrees that they will not apply for or be entitled to receive any building permits until the public road on which the buildings are to be constructed, namely the extension westerly of Hudson Drive, has been constructed complete with all municipal services, including sewer and water, base curb or curb and gutter, and all granular material required up to and including base course asphalt.

5.3 Prior to the issuance of any building permits for residential purposes, all existing buildings on the Residential Lands shall be removed to the satisfaction of the City.

6. Sidewalk 6. The Owner shall construct a sidewalk across the Steeles Avenue frontage of the Residential Lands, or at the City's option pay to the City prior to the issuance of a building permit for RESIDENTIAL purposes, an amount equal to the estimated cost of construction of this sidewalk as estimated by the Commissioner of Public Works.

7. Boulevard Landscaping 7. The Owner shall provide boulevard landscaping on Steeles Avenue in accordance with a landscape and fencing plan to be approved by the City and the Region prior to the issuance of any building permits for RESIDENTIAL purposes.

8.  
Noise  
Abate-  
ment

8.1 The Owner shall, prior to making application for any building permits for RESIDENTIAL purposes, prepare a detailed report satisfactory to the City, the Region, and the Ministry of the Environment if applicable, indicating the methods to be used to minimize traffic noise from Steeles Avenue.

8.2 These methods may require special dwelling construction methods and materials and the provision of sound attenuation barriers or walls.

8.2.1 If a sound attenuation wall located on a berm is employed, the property located between the limit of the street right-of-way and the 0.3 metre reserve south of the wall, shall be conveyed to the Region of Peel at the Owner's expense.

8.2.2 If a sound attenuation wall is required along side lot lines of RESIDENTIAL lots, the design and location of the wall shall be acceptable to the City, the Region, and the Ministry of the Environment.

8.3 The Owner shall, at its own expense, carry out such works and noise attenuation methods as are recommended by this study and approved by the City, the Region, and the Ministry of the Environment if applicable, to the satisfaction of the City, the Region, and the Ministry of Environment if applicable, in accordance with detailed plans and specifications for such works approved by the City, the Region, and the Ministry of the Environment if applicable prior to the issuance of any building permits for RESIDENTIAL purposes. All the required work shall be completed prior to the occupancy of any dwellings to be constructed on the Residential Lands.

(B) The following special provisions apply to the development for COMMERCIAL purposes of that part of the land described SECONDLY on Schedule A attached hereto (herein called the "Commercial Lands").

Concept Site Plan The Owner covenants and agrees that the Commercial Lands shall be developed only in substantial accordance with the concept site plan attached hereto as Schedule D-2. The Owner further acknowledges and agrees that it will not make application for or be entitled to receive any building permits until such time as the detailed site plan and the detailed elevation cross-section drawings and all other drawings referred to in Schedule B are approved in accordance with By-law 50-82.

2. 4 Year Completion The Owner shall complete redevelopment of the Commercial Lands for COMMERCIAL purposes within four (4) years from the date of approval of the amending zoning by-law permitting this commercial use, failing which the City may at its option repeal the amending zoning by-law. In such event, the Owner agrees not to object to the repeal of the by-law.

3. Masonry Wall 3.1 The Owner shall construct a masonry wall with a minimum height of 1.8 metres above finished grade along the boundaries of the Commercial Lands which abut existing or proposed residential development.

3.2 The location, design and detailed specifications for this masonry wall shall be shown on the landscape and fencing plan required to be approved pursuant to this agreement. As an alternative to a masonry wall, the Commissioner of Planning and Development may consider in his sole discretion, the use of alternate materials for this wall, such as a solid board fence and appropriate landscaping.

3.3 The design and location of this masonry wall shall have regard to the need to provide sound attenuation facilities for residential uses. Prior to final approval of the detailed landscape and fencing plan, the Owner shall provide a noise report satisfactory to the City, the Region, and the Ministry of the Environment, and the approved recommendations from this report shall be incorporated in the location, design and detailed specifications for the masonry wall.

3.4 The Owner shall complete construction of the masonry wall prior to the issuance of the building permits for the dwelling units to be constructed on Lots 1, 2 and 3 shown on Schedule D-1. The date of completion may be extended by the Commissioner of Planning and Development but in no event shall the date for completion be extended beyond six (6) months of the date of issuance of a building permit for adjacent dwellings.

4. Outdoor Storage The Owner acknowledges that the outdoor storage of goods and materials shall be prohibited in the zoning by-law. An outdoor display area which is stocked with goods on a daily basis will be permitted as an accessory use to the principal use.

5. Vehicular & Pedestrian Access The Owner agrees that vehicular and pedestrian access will only be permitted to the Commercial Lands to Steeles Avenue and not to any internal street, namely the extension of Hudson Drive.

Sidewalk The Owner shall construct a sidewalk across the Steeles Avenue frontage of the Commercial Lands, or at the City's option pay to the City prior to the issuance of a building permit for COMMERCIAL purposes,



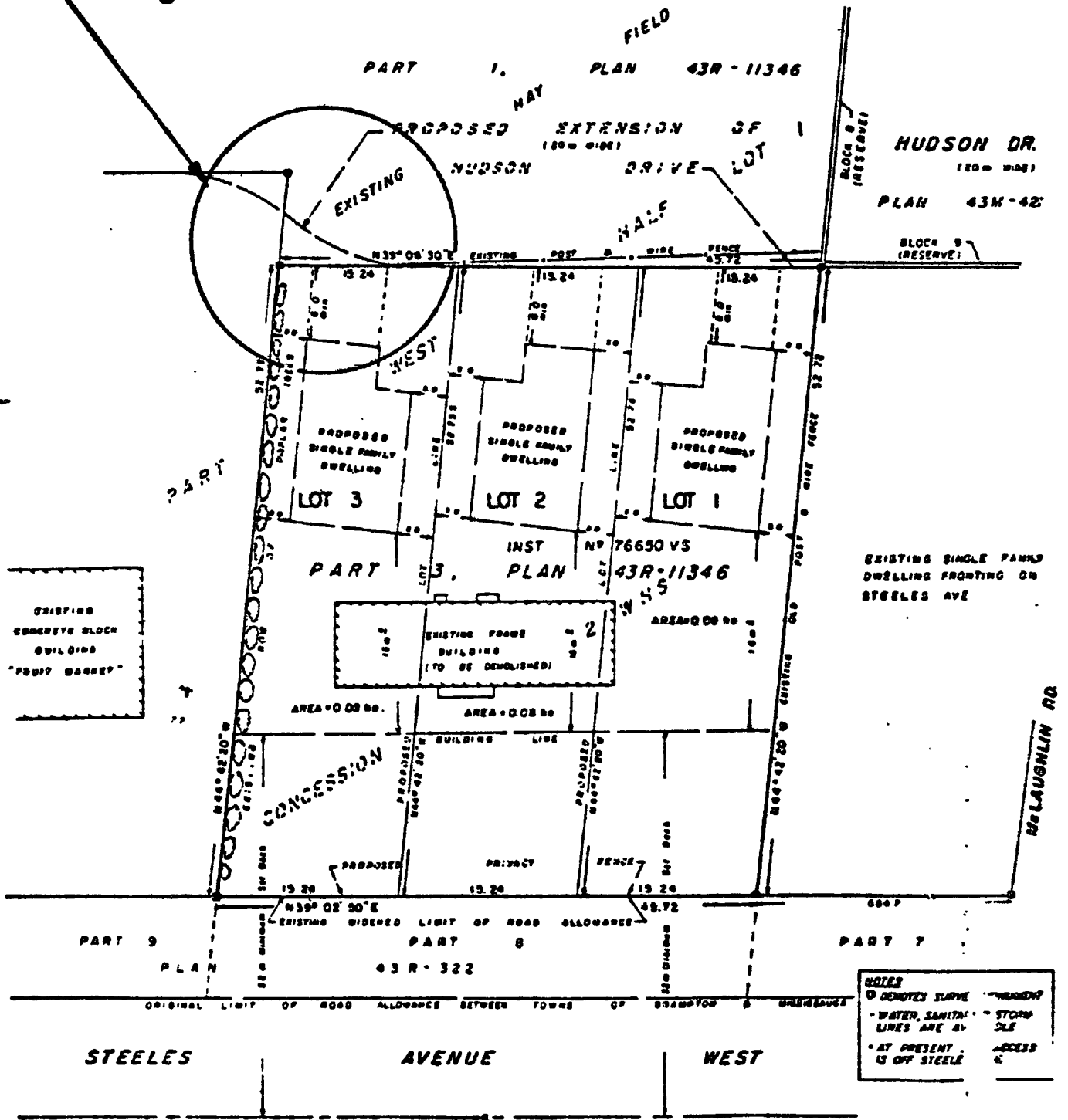
7. . . . The Owner shall provide/boulevard landscaping of Boulevard Steeles Avenue abutting the Commercial Lands. This Land- landscaping work shall be shown on the detailed landscape scaping and fencing plan required to be approved by this agreement.

8. 8.1 The Owner shall pay to the Region, prior to the Regional issuance of any building permits or the erection of Charges buildings, upon either the commercial lands or the residential lands, an amount representing the cost of building a Three Hundred Millimetre (300mm) diameter watermain across the Steeles Avenue frontage of the commercial lands and the residential lands.

8.2 The Owner shall, if required by either the City and/or the Region, enter into further agreements with the City and/or the Region in a form satisfactory to the City and/or the Region, with respect to the construction of municipal services on the extension of Hudson Drive and/or Steeles Avenue, which agreements shall address among other things, preliminary and final approvals of the works, maintenance periods and matters relating to the provision of securities.

Alignment subject to condition 6, Application No. B' 10/84-B and to condition 2, Application No. B' 11/84 of the Land Division Committee

Region of Peel



EXISTING CONCRETE BLOCK BUILDING "FOOD MARKET"

NOTES  
 ○ DENOTES SURVEY  
 - WATER, SANITARY, STORM LINES ARE BY ACCESS  
 - AT PRESENT IS OFF STEELES

ANTHONY & MARY ELLEN SPOTO



CITY OF BRAMPTON  
 Planning and Development

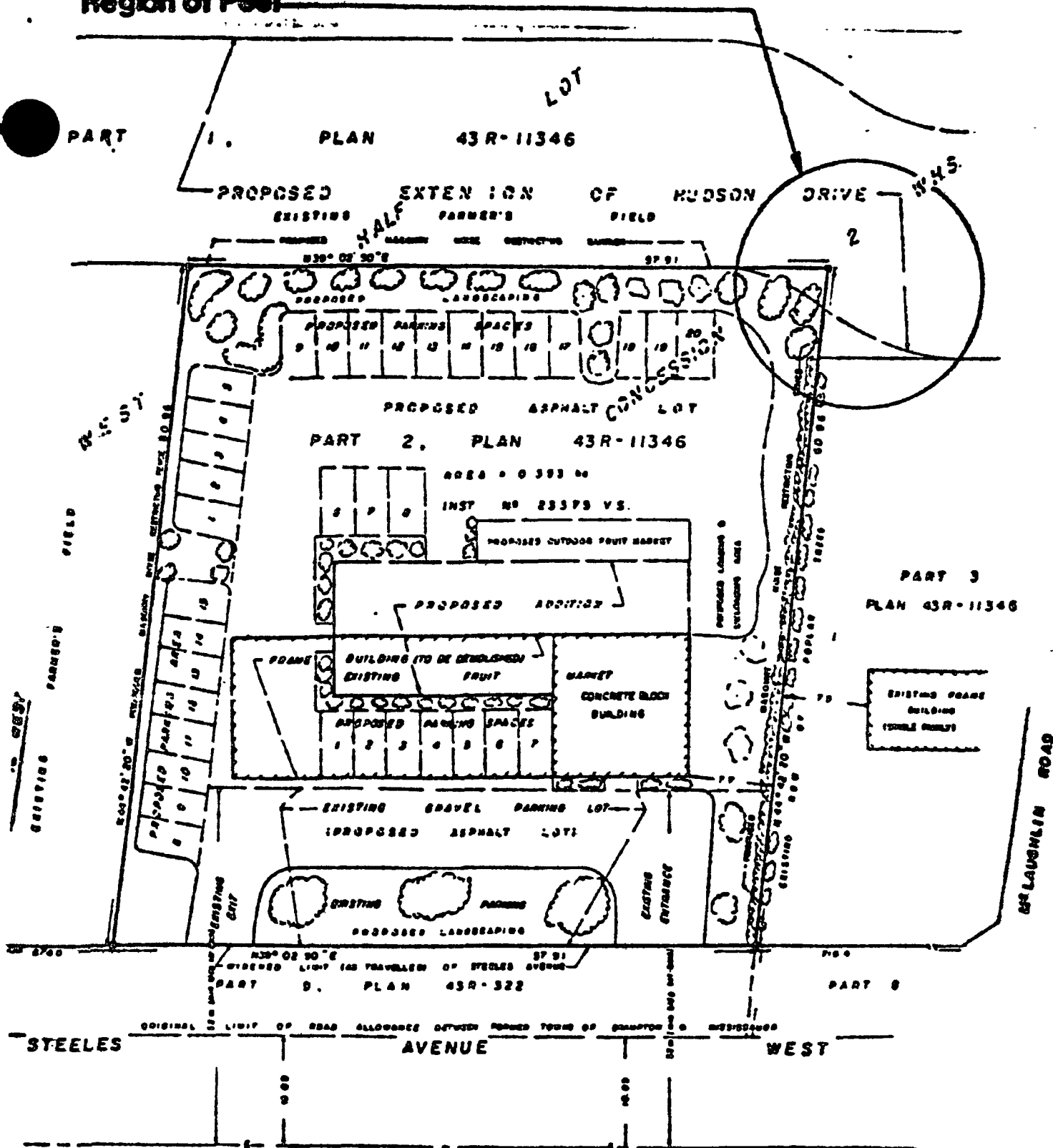
Concept Site Plan D-1

1:500

Date: 84 12 05 Drawn by: RB  
 File no. C2W1.7 Map no. 58-11G

Alignment subject to condition 6, Application No. B' 10/84-B and to condition 2, Application No. B' 11/84 of the Land Division Committee

Region of Peel



ANTHONY & MARY ELLEN SPOTO



CITY OF BRAMPTON  
Planning and Development

Concept Site Plan D-2

1:500

Date: 84 12 05 Drawn by: RB  
File no. C2W1.7 Map no. 58-11F

CERTIFICATE OF INSURANCE

TO THE CORPORATION OF THE CITY OF BRAMPTON:

The undersigned hereby certifies that:

\_\_\_\_\_  
(Insured Party)

has comprehensive general liability insurance coverage with

\_\_\_\_\_  
(Insurance Company)

under Policy No. \_\_\_\_\_, for the work at

\_\_\_\_\_  
(Location)

and that the policy (or policies):

1. provides coverage, in respect of any one accident or occurrence, of at least One Million Dollars (\$1,000,000.00), exclusive of interest and costs,
2. applies to hazard or damage from "completed operations",
3. includes the City [and the Region] as an additional named insured,
4. contains no exclusions for damage or loss from blasting, vibration, the removal or weakening of support, or from any other work that may be required in connection with construction,
5. contains a provision that the policy will not be changed, cancelled or allowed to lapse without at least thirty (30) days prior written notice being given to the City,

and that the policy (or policies) complies with all requirements of Clause 18 of the agreement dated \_\_\_\_\_, between

\_\_\_\_\_ and  
The Corporation of the City of Brampton, and the terms and conditions therein are acknowledged and accepted.

DATED: \_\_\_\_\_

COUNTERSIGNED: \_\_\_\_\_

NAME OF AGENCY OR COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY CAPITAL CONTRIBUTIONS

1. The Owner covenants and agrees to unconditionally pay to the City without protest or qualification, the following capital contributions:

1.1 The sum of Two Thousand, Seven Hundred and Seventy Dollars (\$2,770.00) in respect of each dwelling unit in a single family, semi-detached or townhouse building or any dwelling unit having three bedrooms or more in a multiple residential building;

1.2 The sum of One Thousand, Eight Hundred and Ninety-five Dollars (\$1,895.00) in respect of each dwelling unit having two bedrooms in a townhouse building or multiple residential building;

1.3 The sum of One Thousand, One Hundred and Sixty-six Dollars (\$1,166.00) in respect of each dwelling unit having one bedroom or a bachelor apartment in a multiple residential building;

1.4 The capital contributions provided for herein shall be calculated and payable prior to the issuance of a building permit for the dwelling unit or for the building in which the dwelling unit is located;

1.5 The capital contributions are effective the 22nd day of September, 1980 and shall be adjusted twice yearly on the 1st days of February and August in each year in direct

relationship to the Southam Construction Index (Ontario Series). This adjustment will be based on the Index last available prior to the 1st days of February and August respectively in each year and the Index is to be applied to the net cost (cost prior to subtraction of debt allowance) as set out in the City's Capital Contribution Policy.

PEEL LOT LEVIES

1. Peel lot levies are as follows:

	Base Contribution
	<u>January 1, 1974</u>
1.1 Apartments less than 750 square feet.	\$ 600.00 per unit
1.2 Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3 Single family, semi-detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 137.9.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

DATED:

---

BETWEEN:

ANTHONY SPOTO and MARY ELLEN SPOTO

AND

THE CORPORATION OF THE CITY OF  
BRAMPTON

AND

THE REGIONAL MUNICIPALITY OF PEEL

AND

CANADIAN IMPERIAL BANK OF COMMERCE  
and RUSSEL E. PROUSE

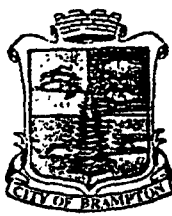
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REZONING/SITE PLAN AGREEMENT

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





# The Corporation Of The City Of Brampton

## Office of the City Clerk

1985 07 12

F. Schaeffer and Associates  
465 Wilson Avenue  
Downsview, Ontario  
M3H 1T9

Dear Sir:

RE: By-law 37-85  
Dexfield Investments Limited  
Clerk's File: C1E11.2

Attached for your information is copy of Ontario Municipal Board Order R 850165 dated June 24th, 1985, dismissing the appeals filed in respect of By-law 37-85.

In accordance with section 34(31) of the Planning Act, 1983, By-law 37-85 is deemed to have come into force on February 11th, 1985.

Yours truly,

R. D. Tufts  
Assistant Clerk

RDT/mh  
Attach.

cc: F. R. Dalzell  
D. Warren  
J. G. Metras  
P. E. Allen  
Assessment Region No. 15  
A. Foster