



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

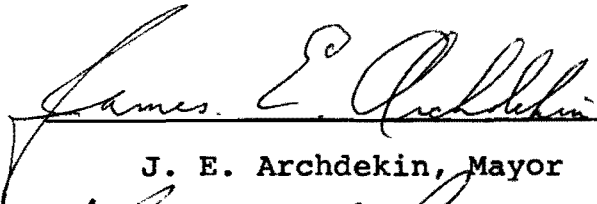
Number 40-77

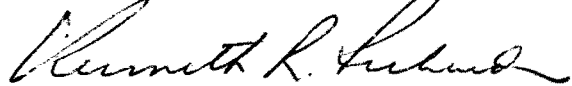
A By-law to authorize the execution of an Agreement between Battista Dametto and Ida Dametto and the Corporation of the City of Brampton

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

That the Mayor and Clerk are hereby authorized to execute an Agreement between Battista Dametto and Ida Dametto and the Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 28th day of February, 1977.


J. E. Archdekin, Mayor



K. R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this 21st day of December, 1976.

B E T W E E N:

BATTISTA DAMETTO and
IDA DAMETTO,

hereinafter called the Owners
of the FIRST PART;

- and -

THE CORPORATION OF THE CITY OF
BRAMPTON,

hereinafter called the City
of the SECOND PART;

WHEREAS the Owners warrant that they are the owners
of the lands shown on a survey annexed hereto as Schedule "A".

AND WHEREAS the Owners have applied to the City for
rezoning of the said lands and the City is of the opinion that
such rezoning would not be proper and in the public interest
unless assurances were given by the Owners 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 and in
consideration of the City taking the necessary steps to rezone
the said lands, the Parties hereto agree each with the other
as follows:

SITE PLAN

1. The lands located on the North side of Ebenezer Road
between Macvean Drive and Gore Road consisting of
part of Lot 6, Concession 9, N.D. (Toronto Gore) and
shown on a survey annexed hereto as Schedule "A" shall

AND AS DESCRIBED IN SCHEDULE "B" ANNEXED HERETO

be developed in accordance with the site plan shown on Schedule "A" to this Agreement provided that the zoning by-law passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Owners shall restrict the means of vehicular ingress and egress to and from the parking areas 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 connection 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 Owners. 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 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 buildings, will be discharged in a manner satisfactory to the City Engineer and the City building and Zoning Co-ordinator.
4. Detailed grading, building and landscaping plans for the lands shown on Schedule "A" will be filed by the Owners and be subject to the approval of the City Engineer, Director of Parks and Recreation and Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owners shall provide appropriate screening between

the existing dwelling and the hall and shall provide a landscaped front yard of a minimum depth of fifty feet (50' 0") in front of the hall.

5. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.
6. At no cost to the City, the Owners shall grant unto the City, free of encumbrance, the southerly seventeen feet (17' 0") of the lands shown on Schedule "A" for road widening purposes. The executed Deed for the aforesaid lands shall be lodged with the City prior to the issuance of any building permit in respect of the lands.

OTHER APPROVALS

7. The Owners 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 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. If the hall is to be serviced by a private waste disposal system, the approval of the Medical Officer of Health of the proposed system shall be obtained prior to issuance of a building permit.
8. The Owners shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to electrical distribution systems and necessary appurtenances

to service the lands and such other matters including such payments 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 agreement provided for by this clause has been entered into or other satisfactory arrangements have been made.

FINANCIAL

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

GENERAL

11. Notwithstanding any of the provisions of this Agreement, the Owners shall be subject to all the by-laws of the City of Brampton.
12. The Owners 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 Owners in any such proceeding.

13. The Owners acknowledge that the proposal to develop these lands is not made with any intention to sever the land on which the existing dwelling is located from the land on which the hall is to be developed and the Parties hereto agree that neither the by-law to rezone these lands nor this Agreement is intended to lead to or facilitate in any way the severance of the lands shown on Schedule "A" into more than one parcel.

14. The covenants, agreements, conditions and undertakings herein contained on part of the Owners shall run with the lands and shall be binding upon them, their successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

IN WITNESS WHEREOF the Owners have hereunto set their hands and seals and the City of Brampton has caused to be affixed its corporate seal attested by the hands of its proper officers duly authorized in that regard.

SIGNED SEALED AND DELIVERED
in the presence of

Battista Dametto

Ida Dametto

THE CORPORATION OF THE CITY OF
BRAMPTON

James E. Archdekin Mayor

Kenneth R. Richardson Clerk

AFFIDAVIT OF SUBSCRIBING WITNESS

I, REUBEN S. BOTNICK
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 Borough of North York by Battista Dametto and Ida Dametto

*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 Borough of North
York in the Municipality
of Metropolitan Toronto
this 29th day of December 19 76


A COMMISSIONER FOR TAKING AFFIDAVITS ETC

LINDA POZZI, a Commissioner, etc.,
Judicial District of York, for
Ruben S. Botnick, Barrister & Solicitor.
Expires August 19, 1979.

* 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)".

AFFIDAVIT AS TO AGE AND MARITAL STATUS

~~IX~~WE BATTISTA DAMETTO and IDA DAMETTO, both
of the City of Brampton
in the Regional Municipality of Peel

* If attorney
see footnote

make oath and say When we executed the attached instrument,

~~X~~/WE were at least eighteen years old.

Strike out
inapplicable
clauses

I was ~~---~~ married / divorced / widower

~~--- was my wife / husband~~

We were married to each other

We held the land as Joint Tenants / ~~Trustees~~ / ~~Partnership Property~~

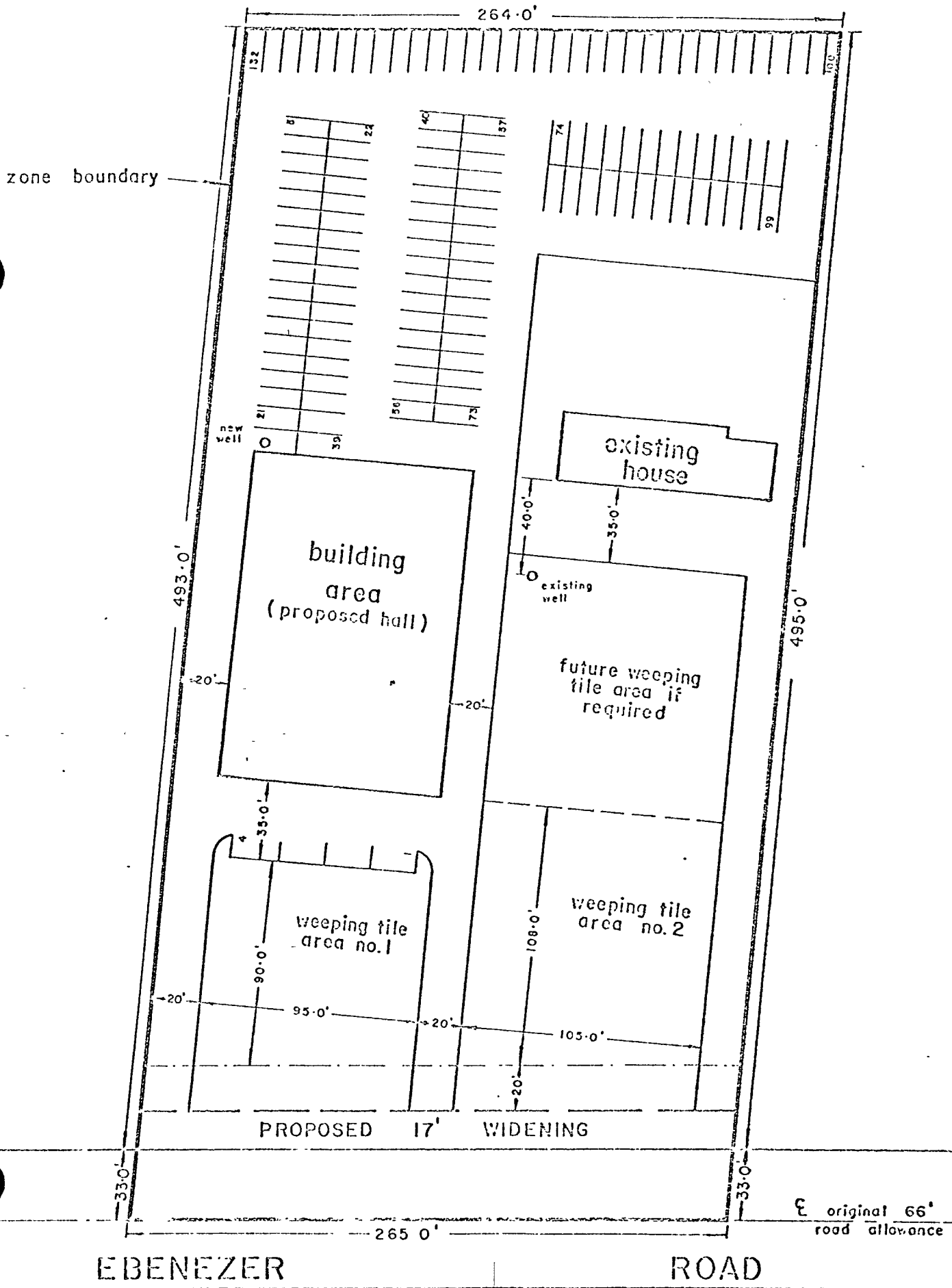
Resident of
Canada, etc

(SEVERALLY) SWORN before me at the Borough
of North York in the Municipality
of Metropolitan Toronto
this 29 day of December 19 76


Battista Dametto

Ida Dametto
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
(marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age
of majority"



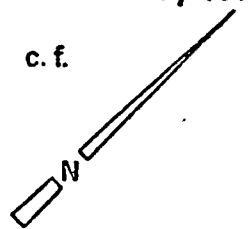
CITY OF BRAMPTON

SCHEDULE 'A' TO AN AGREEMENT

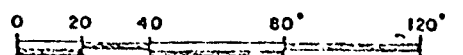
DATED THE 21st day of DECEMBER, 1976.

date OCTOBER 31, 1975

dwn. c. f.



scale



CITY OF BRAMPTON PLANNING DEPARTMENT

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of Part of Lot 6, in the Ninth Concession, of the said City of Brampton, containing Three (3) acres, more or less, and being more particularly described as follows:-

*Northern
Division
Forestry
Township
To 20th Con
County of
Peel*

COMMENCING at a point on the southeast boundary of the said Lot 6, said point being distant one thousand four hundred and fifty-two feet (1,452.00') in a southwesterly direction from the southeasterly angle of said Lot;

THENCE in a northwesterly direction and parallel with the northeasterly boundary of the said Lot, a distance of Four Hundred and Ninety-five feet (495.00') to a point;

THENCE in a southwesterly direction and parallel with the southeasterly boundary of the said Lot a distance of Two Hundred and Sixty-four feet (264.00') to a point;

THENCE in a southeasterly direction and parallel with the northeasterly boundary of the said Lot, a distance of Four Hundred and Ninety-five feet (495.00') to a point in the southeasterly boundary of said Lot;

THENCE in a northeasterly direction following the southeasterly boundary of the said Lot, a distance of Two Hundred and sixty-four feet (264.00') to a point of commencement.

hij
SCHEDULE "B" TO AN
AGREEMENT DATED
THE 21ST DAY OF DECEMBER, 1976.

DATED: December 21, 1976

No. **427122**
Registry Division of Peel (No. 43).
I CERTIFY that this instrument is registered as of

1977 APR 21 AM 11 35

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter
LAND REGISTRAR

B E T W E E N:

BATTISTA DAMETTO and
IDA DAMETTO

- and -

THE CORPORATION OF THE
CITY OF BRAMPTON

A G R E E M E N T

REUBEN S. BOTNICK
Barrister and Solicitor
2780 Jane Street
Suite 104
Downsview, Ontario

J. Hendy
City of Brampton
24 Queen St E
Brampton

AGREEMENT POSTPONING MORTGAGE

THIS INDENTURE made in duplicate the _____ day
of _____, 19

B E T W E E N:

LOLA ROTH, of the Borough of North York,
in the Municipality of Metropolitan
Toronto, Married Woman,

hereinafter called THE PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called THE PARTY OF THE SECOND PART

WHEREAS by a mortgage made between

BATTISTA DAMETTO, Truck Drive, and
IDA DAMETTO, his wife, both of the City
of Brampton, in the Regional Municipality
of Peel, as joint tenants and not as tenants
in common,

as Mortgagors, and the Party of the First Part, as Mortgagee which
Mortgage is dated the 17th day of December, 1976, and was registered
in the Registry Office for the Registry Division of Peel (No. 43)
as Number 418590 V.S.

THE SAID BATTISTA DAMETTO and IDA DAMETTO
did grant and mortgage the lands and premises therein and thereafter
described to the said Party of the First Part to secure payment
of the sum of ONE HUNDRED THOUSAND DOLLARS-----
-----(\$100,000.00)-----
and interest as set out in the said Mortgage.

AND WHEREAS by an Agreement made between

BATTISTA DAMETTO, and IDA DAMETTO,

as Owners, and The Corporation of the City of Brampton, as the Party of the Second Part, and which Agreement is dated the 21ST day of DECEMBER 1976, and was registered in the said Registry Office as Number 427122 for the City of Brampton.

AND WHEREAS it has been agreed that the said lastly mentioned Agreement should be an incumbrance upon the said lands prior to the said firstly mentioned Mortgage.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premises and of TWO DOLLARS (\$2.00) to her now paid by the said Party hereto of the Second Part, the receipt whereof she doth hereby acknowledge, the said Party hereto of the First Part covenants and agrees with the said Party of the Second Part, that the said lastly mentioned Agreement Number 427122 shall be an incumbrance upon the said lands prior to the said firstly mentioned Mortgage Number 418590 V.S. in the same manner and to the same effect as if it had been dated and registered prior to the said firstly mentioned Mortgage Number 418590 V.S.; And in order to effectuate the same the said Party of the First Part doth grant and release unto the said Party of the Second Part in fee simple all that certain parcel of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of Part of Lot 6, in the Ninth Concession, of the said City of Brampton, containing Three (3) Acres, more or less, and being more particularly described in Schedule "A" attached hereto.

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of Part of Lot 6, in the Ninth Concession, of the said City of Brampton, containing Three (3) Acres, more or less, and being more particularly described as follows:-

*Northern
Division
Finally The
Township
Toward
City of
Peel.*

COMMENCING at a point on the southeast boundary of the said Lot 6, said point being distant one thousand four hundred and fifty-two feet (1,452.00') in a southwesterly direction from the southeasterly angle of said Lot;

THENCE in a northwesterly direction and parallel with the northeasterly boundary of the said Lot, a distance of Four Hundred and Ninety-five feet (495.00') to a point;

THENCE in a southwesterly direction and parallel with the southeasterly boundary of the said Lot a distance of Two Hundred and Sixty-four feet (264.00') to a point;

THENCE in a southeasterly direction and parallel with the northeasterly boundary of the said Lot, a distance of Four Hundred and Ninety-five feet (495.00') to a point in the southeasterly boundary of said Lot;

THENCE in a northeasterly direction following the southeasterly boundary of the said Lot, a distance of Two Hundred and sixty-four feet (264.00') to a point of commencement.

TO HOLD UNTO and to the use of the said Party of the Second Part, its successors and assigns for all the estate, right, title and interest granted or intended to be granted to it and them by the said Agreement Number 427122 together with all the rights, powers and conditions contained in the said Agreement, but subject to the equity of redemption existing by virtue thereof; reserving nevertheless to the said Party of the First Part, her heirs, executors, administrators, successors and assigns, her and their right, title and interest as Mortgagee by virtue of the said Mortgage Number 418590 V.S. as a Mortgage of the equity of redemption in the said lands.

AND IT IS UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto respectively.

IN WITNESS WHEREOF the said party of the First Part has hereunto set her hand and seal and the said party of the Second Part has affixed its Corporate Seal attested by the hand of its proper signing officer in that behalf.

SIGNED, SEALED AND DELIVERED)
in the presence of)

Melba Roth

Lola Roth

Lola Roth

THE CORPORATION OF THE CITY OF
BRAMPTON

Per: *James E. ...* mayor
... clerk

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Sheldon ROTH
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 Borough of North York by Lola Roth

*See footnote

*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 Borough of
North York in the Municipality
of Metropolitan Toronto
this 18 day of APRIL 1977

Sheldon Roth

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)".

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/~~WE~~ LOLA ROTH
of the Borough of North York
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.

Strike out inapplicable clauses.

I was ~~married~~ / ~~divorced~~ / ~~widower~~

~~— was my wife / husband~~

~~We were married to each other.~~

~~We held the land as Joint Tenants / Trustees / Partnership Property.~~

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the Borough
of North York in the Municipality
of Metropolitan Toronto
this 18 day of APRIL 1977

Lola Roth
Lola Roth

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 (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority".

DATED: 19

427123

No.

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1977 APR 21 AM 11 35

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter
LAND REGISTRAR

LOLA ROTH

- and -

THE CORPORATION OF THE
CITY OF BRAMPTON

AGREEMENT POSTPONING
MORTGAGE

REUBEN S. BOTNICK
Barrister and Solicitor
2780 Jane Street
Suite 104
Downsview, Ontario

J. HENDY
CITY OF BRAMPTON
24 QUEEN ST E
BRAMPTON



BY-LAW

No. 40-77

A By-law to authorize the execution of an Agreement between Battista Dametto and Ida Dametto and the Corporation of the City of Brampton.