



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 50-76

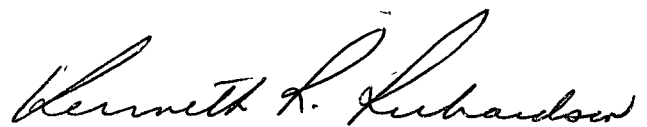
A By-law to authorize the execution of an Agreement between Degalo Developments Limited and the Corporation of the City of Brampton.

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

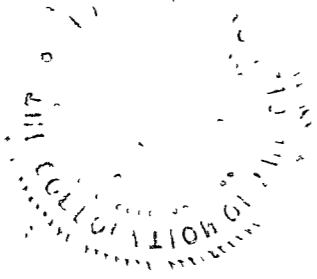
That the Mayor and the Clerk are hereby authorized to execute an Agreement between Degalo Developments Limited and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of February, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

PASSED February 23 19 76



BY-LAW

No. 50-76

A By-law to authorize the execution
of an Agreement between Degalo
Developments Limited and the
Corporation of the City of Brampton.

MEMORANDUM OF AGREEMENT made in duplicate
this 23rd day of FEBRUARY 1976

B E T W E E N :

DEGALO DEVELOPMENTS 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

NO MORTGAGEES

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner warrants that it is the owner of the lands designated on Schedule "A" annexed hereto (hereinafter referred to as 'the lands') and further warrants that the Mortgagees are the only mortgagees of the said lands;

AND WHEREAS the Owner has applied to the City for rezoning of the said lands but the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the City to the Owner, the receipt whereof is acknowledged, the Owner covenants and agrees with the City to do and perform at its own expense the following matters and things:

The lands located at the north-east corner of Kennedy Road and Clarence Street in the City of Brampton and more particularly designated on Schedule "A" to this agreement shall be developed only in accordance with the site plan annexed hereto as Schedule "A" to this agreement provided that the official plan amendment and zoning by-law to be passed by the City of Brampton to permit the proposed development receives the necessary approval from the Minister and the Ontario Municipal Board or other bodies designated to grant approvals in their stead.


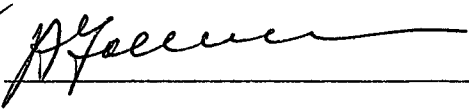
2. The Owner agrees that a landscape plan shall be submitted for approval by the Director of Parks and Recreation of the City prior to application for any occupancy permit with respect to Building Area B as shown on Schedule "A" annexed hereto and the Owner agrees that the City shall be under no obligation to grant an occupancy permit until such time as a satisfactory landscape plan has been submitted and approved as aforesaid. The Owner also agrees that all landscaping as indicated on the approved landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City within one year after the date on which any portion of Building Area B as shown on Schedule "A" is occupied for the first time.

3.


The Owner agrees to construct curbs, sidewalks and gutters along the frontage of the property designated on Schedule "A" along Clarence Street in locations to be designated by the City Engineer and in accordance with plans and specifications to be approved by the City Engineer. The Owner agrees that all such construction shall be completed to the satisfaction of the City Engineer within one year following the date on which any portion of Building Area B becomes occupied for the first time.

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.

DEGALO DEVELOPMENTS LIMITED

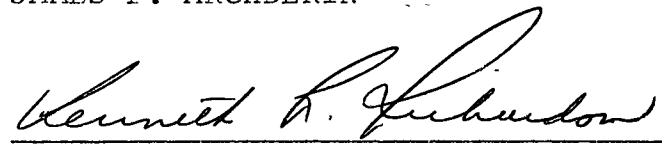
 

THE CORPORATION OF THE CITY OF BRAMPTON



JAMES F. ARCHDEKIN

MAYOR



KENNETH R. RICHARDSON

CLERK

SOUTH

ROAD

KENNEDY

CANADIAN

NATIONAL

RAILWAY

N 15° 32' 40" W
64.46'

N 79° 13' 40" E
269.93'

N 74° 27' 20" E
337.01'

EXISTING BUILDING

PARKING

BUILDING AREA 'A'

BUILDING AREA 'B'

PARKING

PARKING

70.08'

N 44° 18' 00" W
444.39'

70.08'

55'

N 39° 31' 50" E
63.85'

N 56° 51' 17" E

A = 328.37

N 9° 28' 15" W
298.93'

CLARENCE




STREET

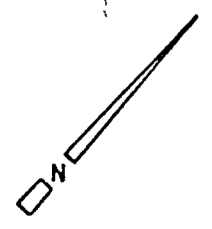
PART OF WEST HALF LOT 4, CON 2, E H.S

original road allowance

CITY OF BRAMPTON SCHEDULE 'A'

LEGEND

-  Zone boundary
-  Landscaped open space
-  Service area



SCALE 1" = 100'

DATE 14 / 11 / 74

DWN. BY f

DATED

DEGALO DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON