



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 156-79

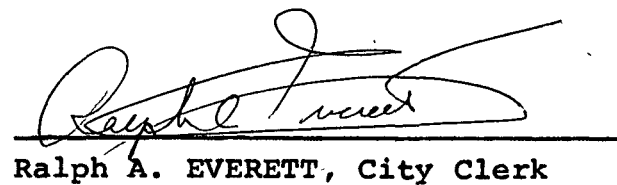
A By-law to authorize the execution of an Agreement between La Florina Construction Limited, The Corporation of the City of Brampton and the Bank of Montreal.

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 La Florina Construction Limited, The Corporation of the City of Brampton and the Bank of Montreal, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of June, 1979.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

PASSED June 25, 19 79

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# BY-LAW

No. 156-79

A By-law to authorize the execution  
of an Agreement between La Florina  
Construction Limited, The Corporation  
of the City of Brampton and the Bank  
of Montreal

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 PART OF

~~the~~ Parcel 75-1

in the Register for Section 43-307,  
more particularly described in SCHEDULE A attached hereto,  
of which LA FLORINA CONSTRUCTION LIMITED

is the registered owner, hereby applies to have

~~Notice of an Agreement~~ dated the 25th day of June, 1979

made between LA FLORINA CONSTRUCTION LIMITED,

THE CORPORATION OF THE CITY OF BRAMPTON, and

BANK OF MONTREAL

entered on the parcel register.

The evidence in support of this Application consists of:

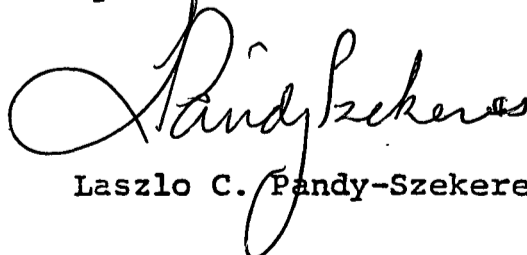
1. An executed copy of the said Agreement

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

DATED AT BRAMPTON, this 11<sup>th</sup> day of July 19 79

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Laszlo C. Pandy-Szekeres

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 Town of Brampton, in the County of Peel) and being composed of part of the West Half of Lot Six in the First Concession West of Hurontario Street and part of Lots 75 to 85, both inclusive, according to a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Parcel 75-1, Section 43-307, and being more particularly designated as Parts 4, 5, 6, 7 and 8 according to a reference plan deposited in the said Registry Office as Number 43R-6923;

SUBJECT to an easement in favour of The Brampton Hydro-Electric Commission over Part 4 according to said reference plan 43R-6923.

MEMORANDUM OF AGREEMENT made in duplicate this 25<sup>th</sup>  
day of June, 1979.

B E T W E E N :

LA FLORINA CONSTRUCTION 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

BANK OF MONTREAL

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 desires to subdivide the lands in accordance with a proposed plan of condominium as draft approved shown as Schedule 'B' attached hereto (hereinafter referred to as 'the plan');

AND WHEREAS the City agrees that it will recommend to the proper authority the release of the plan of condominium for registration subject to the terms and conditions of this agreement and the conditions of the draft plan approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree each with the other as follows:

1. All of the provisions of an agreement dated the 5th day of December, 1975 between Rachelle Barkwill of the first part, The Corporation of the City of Brampton of the second part and The Regional Municipality of Peel of the third part, relating to the lands shall, where not inconsistent with this agreement, continue to apply.

2. The lands shall be developed only in accordance with the plan annexed hereto as Schedule 'B' to this agreement.

3. The Owner agrees that the lands shall be developed and conveyed by means of a condominium corporation and the Owner agrees and undertakes to file with the City prior to the application for a condominium registration, the proposed by-laws and declarations of the condominium corporation, which by-laws and declarations shall be consistent with the City of Brampton condominium policy and/or the approved site plans for the development of the lands, provided that such condominium policy does not conflict with the provincial requirements for condominium registration.

4. The Owner agrees that all private streets shown on the plan shall be named with names to be approved by the City and the Region and that unit street numbers shall be acceptable to the City Commissioner of Building, Zoning and Licensing for address purposes and the Owner agrees to erect street name signs

on the roads shown on the plan and on the abutting public streets in locations and in accordance with specifications to be approved by the City Commissioner of Public Works.

5. The Owner shall submit a revised landscaping plan for the approval of the Commissioner of Parks and Recreation prior to the release of the plan for registration. All of the provisions of the agreement dated December 5, 1975 with respect to landscaping shall continue to apply with respect to the revised landscaping plan.

Landscape Plan

6. The Owner shall erect fencing as and where required by the Commissioner of Parks and Recreation and the location and type of fencing shall be indicated on the revised landscaping plan to be approved by the said Commissioner. 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.

Fencing

7. The Owner shall convey to the City free of all encumbrances a one foot reserve along the west side of Haggart Avenue except for private road openings prior to the release of the plan for registration.

One Foot Reserve

8. The Owner agrees to abide by the Fill, Construction and Alteration to Waterways Regulations (Ontario Regulation 211/73 as amended) of the Credit Valley Conservation Authority and to comply with the conditions as set out on Permit Numbers 355P, 543P and 565P issued under the Regulations.

Credit Valley Conservation Authority

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

Lands Affected

10. The Owner shall, prior to release of the plan for registration, pay to the City the sum of Five Thousand Dollars (\$5,000.00) as a contribution to the cost of constructing a sidewalk along Dennison Avenue from Haggart Avenue to McLaughlin Road.

Sidewalk

1. 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.

12. The Owner shall not call in to 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.

13. 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.

14. 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.

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.

In witness whereof this indenture has been executed by Bank of Montreal by its Attorneys duly appointed under Power of Attorney registered as No. VS 415738 December 16, 1976 this 24<sup>th</sup> day of May 1979 in the Registry Division, and as No. 103919 on 16<sup>th</sup> of December, 1976, in the Land Titles Division.

*László Pándy-Szekeres*  
LÁSZLÓ PÁNDY-SZEKERES  
SOLICITOR FOR  
THE CITY OF BRAMPTON

Agreement Binding

Mortgagees

Successors & Assigns



LA FLORINA CONSTRUCTION LIMITED

Melvin Rosset PRESIDENT  
TITLE

Edie Rosset SECRETARY  
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin  
JAMES E. ARCHDEKIN MAYOR

Ralph A. Everett  
RALPH A. EVERETT CLERK

AUTHORIZATION BY-LAW	
NUMBER	<u>156-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>25th</u>
DAY OF	<u>June</u> 19 <u>79</u>

Executed in the presence of:

Mlcmera

~~THE~~ BANK OF MONTREAL

E. B. Teague  
E. B. Teague,  
Manager, Mortgages

P. F. Cannon  
P. F. Cannon,  
Assistant Manager, Credit

**AFFIDAVIT OF SUBSCRIBING WITNESS**

I, Ma. Lourdes Morta  
of the City of Toronto in the Municipality of Metropolitan Toronto

MAKE OATH AND SAY THAT

1. I am the subscribing witness to the attached instrument and I was present and saw it executed at Toronto by

Ernest Barry Teague and PETER FREDERICK CANNON  
(full name) (full name)

2. I verily believe that the persons whose signatures I witnessed were authorized to execute the instrument as attorneys for Bank of Montreal

3 I know the said persons and they are and at the time of the execution of the instrument they were respectively

Manager, Mortgages and Assistant Manager, Credit  
(position) (position)

of Bank of Montreal.

4 I am an employee of Bank of Montreal and as such have personal knowledge of the matters deposed to herein.

SWORN before me  
at the City of Toronto in the  
Judicial District of York

this 24th day of May,  
19 79

Ma. Lourdes Morta

SHIRLEY A. KRESS, A COMMISSIONER, ETC.,  
JUDICIAL DISTRICT OF YORK, FOR BANK OF MONTREAL  
EXPIRES JULY 18TH, 1980.  
A Commissioner, etc.

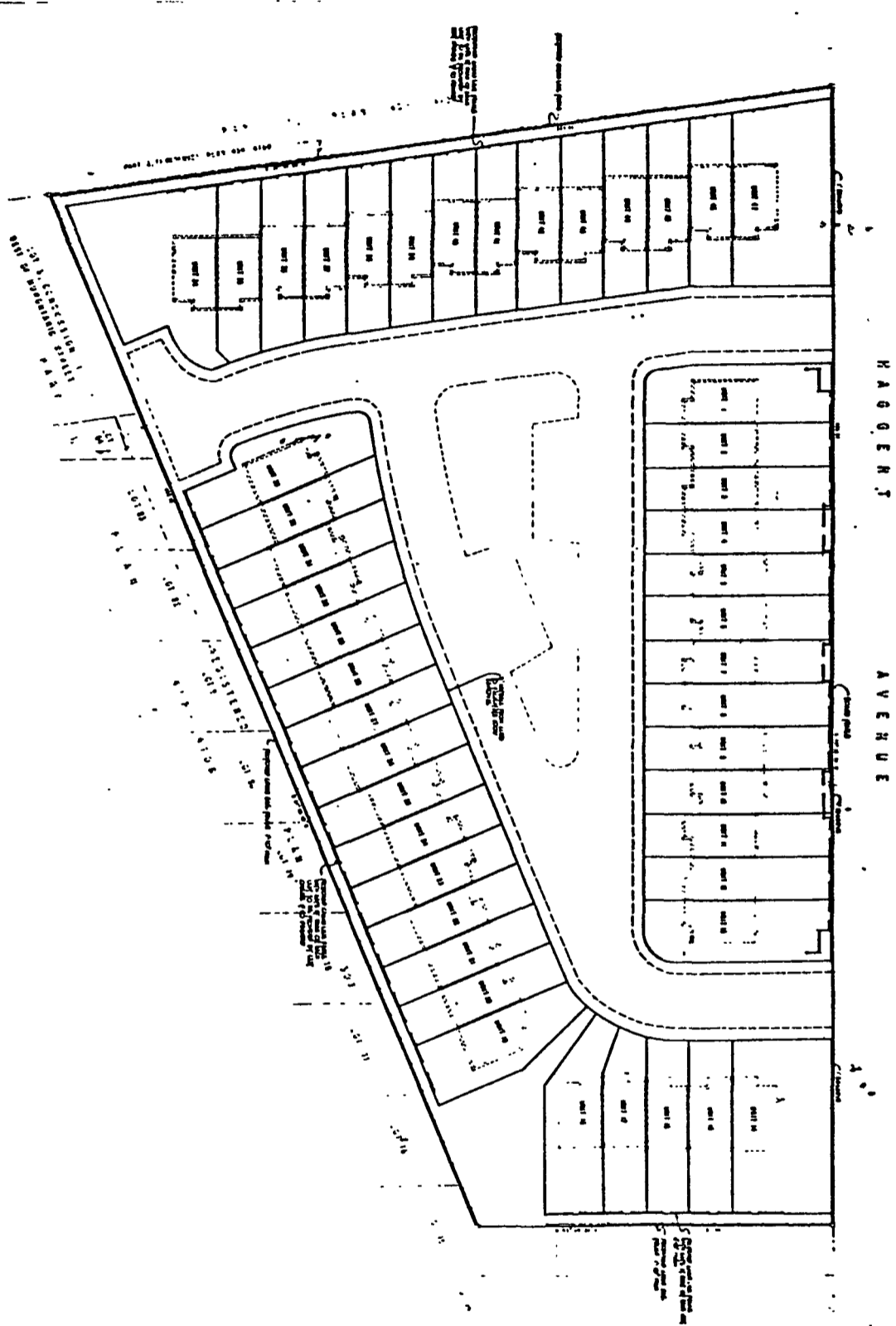
Bank of Montreal  
Central Division  
Document

No. 2277

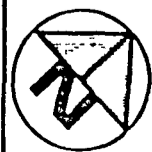
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SUBJECT to an easement in favour of The Brampton Hydro-Electric Commission over Part 4 according to said reference plan 43R-6923.



**DEVELOPMENT AGREEMENT  
Schedule 'B'**



**City of Brampton  
Planning Department**

**DUPLICATE**

DATED: 25 JUNE 1979

LA FLORINA CONSTRUCTION LIMITED

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE BANK OF MONTREAL

---

A G R E E M E N T

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No. **225451**  
Received in the Office of  
Land Titles at Brampton at  
the <sup>3:57PM</sup> 11 day of <sup>July</sup> 1979 on  
and entered in  
Parcel <sup>75-1</sup>  
Section <sup>43-307</sup>

*Dera Fortes*  
Land Registrar

JOHN G. METRAS,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.  
L6V 1A4

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