



THE CORPORATION OF THE CITY OF BRAMPTON

Nov 9/76
2 original request
agreements to Mr. Handy
are returned to go K1
with this Bylaw.
AS

BY-LAW

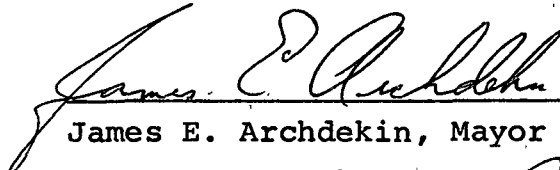
Number 176-76

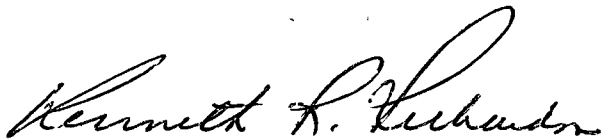
A By-law to authorize the execution of an Agreement between K. R. Barnstaple, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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 K. R. Barnstaple and The Corporation of the City of Brampton and The Regional Municipality of Peel, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of August, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

PASSED August 9th 19 76



BY-LAW

No. 176-76

A By-law to authorize the execution of an Agreement between K. R. Barnstaple, The Corporation of the City of Brampton and The Regional Municipality of Peel.

MEMORANDUM OF AGREEMENT made in duplicate this 9th
day of August 1976

B E T W E E N :

K. R. BARNSTAPLE

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

THE CANADA TRUST COMPANY

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that he is the owner
of the lands shown on Schedule "A" annexed hereto 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 and 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 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 south of Queen Street East consisting of part of Lot 5, Concession 2, East of Hurontario Street, in the City of Brampton, and being municipally known as Number 269 Queen Street East, Brampton, which lands are shown on Schedule "A" to this agreement shall be developed and maintained only in accordance with the site plan annexed hereto as Schedule "A" and shall be used only for the purposes permitted under a rezoning by-law to be passed by the City of Brampton provided that the said by-law receives Ontario Municipal Board approval and this agreement shall come into effect only upon Ontario Municipal Board approval of the said rezoning by-law.

GENERAL

2. The Owner will be responsible for any damage caused to roadways, curbs, pavements, boulevards or planting thereon caused by the construction carried out by the Owner, his agents, servants, employees, sub-contractors or material suppliers. The lands shall be graded in a proper workmanlike manner and the lands and abutting roads shall be maintained in a clean state subject only to the necessary construction conditions from time to time. 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 building will be discharged into the storm sewer system of the City in a manner satisfactory to the City Engineer and the City Building and Zoning Co-ordinator. The Owner agrees to construct curbs in locations to be approved by the City Engineer and in accordance with specifications to be approved by the City Engineer. The Owner agrees to construct and maintain, to the standards of the City Engineer, properly surfaced and marked parking areas as shown on Schedule "A".

3. Detailed landscaping plans for the lands shown on Schedule "A" will be filed by the Owner and be subject to the approval of the City Director of Parks and Recreation prior to any change in the present use of the existing building located on the lands shown on Schedule "A" and prior to the issuance of any building or renovating permits for the buildings located on the lands shown on Schedule "A". The Owner shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation within twelve months of the date on which the rezoning by-law receives Ontario Municipal Board approval. The Owner agrees that the lands will be maintained in a clean state and that the Owner will maintain the landscaping as shown on the approved landscaping plans.
4. The Owner agrees to provide and maintain a refrigerated garbage container to provide for the sanitary disposal of waste from the proposed restaurant uses.
5. The Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands and necessary improvements thereto and other matters as the said Region may require.

6. The Owner agrees to provide security in the form of a performance bond or certified cheque in the amount of Two Thousand Dollars (\$2,000.00) prior to the commencement of any work or change of use on the lands shown on Schedule "A" to guarantee the performance of the Owner's obligations under this agreement.

7. The Owner shall pay to the City prior to any change in the present use of the existing building, 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.

8. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon him and upon his successors and assigns.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the other 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]

Kenneth R. Barnstaple

K. R. BARNSTAPLE

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN

MAYOR

Kenneth R. Richardson

KENNETH R. RICHARDSON

CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
 NUMBER 228-76
 PASSED BY THE REGIONAL
 COUNCIL ON THE 28th
 DAY OF October 1976

Frederick B. Pabell
 ACTING CHAIRMAN

Richard H. Frost
 CLERK.

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.

THE CANADA TRUST COMPANY

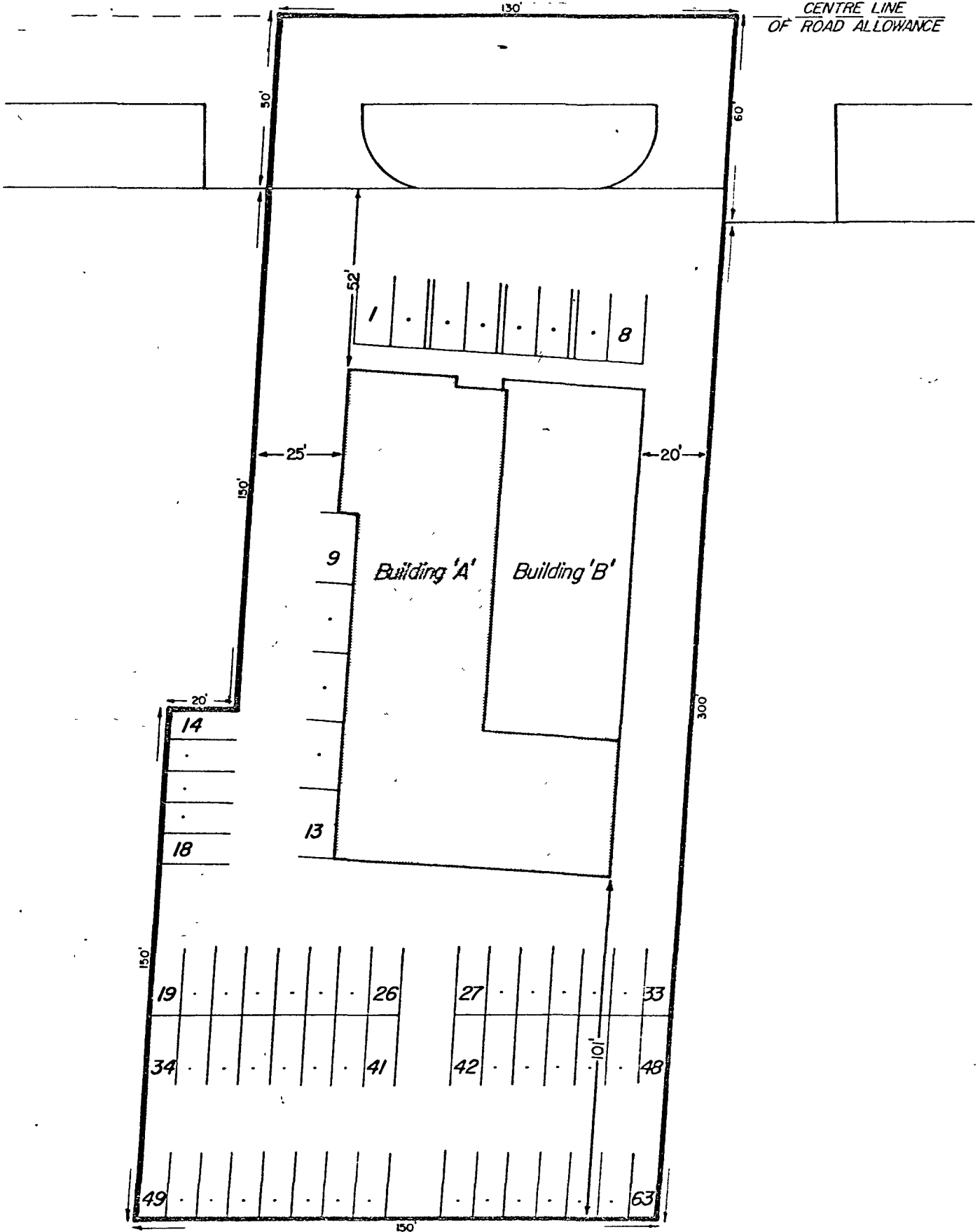
R. S. O.
 AUTHORIZED SIGNATURE

[Signature]
 AUTHORIZED SIGNATURE

APPROVED AS TO
 FORM AND CONTENT

QUEEN STREET EAST

CENTRE LINE
OF ROAD ALLOWANCE



Part of Lot 1, R.P. 644

CITY OF BRAMPTON

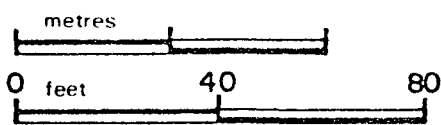
SCHEDULE 'A'

Legend



Boundary of Application

Scale



N



Drawn

DVC

Date

June 1976

File No.

C2E52

Dwg No

A

CITY OF

BRAMPTON

PLANNING
DEPARTMENT

ATED

K. R. BARNSTAPLE

AND

THE CORPORATION OF THE CITY
OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON