



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 197-77

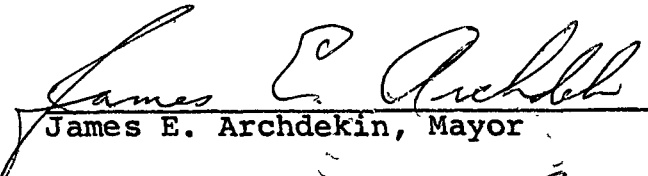
A By-law to authorize the execution of an Agreement between Victor Syrnyk, Olga Syrnyk and Syrnyk Homes Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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 Victor Syrnyk, Olga Syrnyk and Syrnyk Homes Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel, attached hereto as Schedule "A".

That By-law 161-77 be and is hereby repealed.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of August, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this

27th day of *AUGUST* 1977.

B E T W E E N :

VICTOR SYRNYK, OLGA SYRNYK and
SYRNYK HOMES LIMITED,

hereinafter called the "Owner"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

- and -

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART

WHEREAS the Owner warrants that he is the owner of the lands shown on Schedule "A" annexed hereto and further warrants that GRAHAM BROS. CONSTRUCTION LIMITED 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 the 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 lands to permit their development in accordance with Schedule "A", the parties hereto agree each with the other as follows:

SITE PLAN

1. The lands located on the south-west corner of Clarence Street and Rutherford Road in the City of Brampton and being described as Part of Lot 3, Concession 2, East of Hurontario Street (formerly in the Town of Brampton) and more particularly 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 to permit the said development, 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 shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "A" to those locations shown on the said Schedule. As construction is undertaken on the building, all ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice 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 Owner shall use only such locations for access for construction purposes as the City Engineer may approve.
4. The Owner agrees to employ and keep employed a sufficient number of sweepers 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 other material. The City Engineer may give the Owners twenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalks and, in default, the City Engineer may cause such work to be done either by the City's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owners forthwith upon being invoiced therefor by the City Engineer.
5. 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 Owners, their agents, servants, employees, subcontractors or material suppliers.
6. 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 into the trunk sewer system of the City in a manner satisfactory to the City Engineer and the Building and Zoning Co-ordinator. If required by the City Engineer, a system of storm water sewers shall be installed by the Owners to the satisfaction of the City Engineer and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the City Engineer.

7. Detailed grading, building, and landscaping plans and engineering plans for all services 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 the Building and Zoning Co-ordinator prior to the issuance of any building permits. The Owners shall sod, landscape, and fence the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Director of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan, including the boulevard areas along Rutherford Road and Clarence Street adjacent to the lands, and all landscaping in accordance with the said landscape plan shall be completed to the satisfaction of the Director of Parks and Recreation of the City of Brampton within twelve months following the issuance of a building permit for any building on the lands shown on Schedule "A". 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 in accordance with good horticultural practice.

8. The Owner agrees to construct an eight foot (8') high aggregate or brick wall in a location to be shown on the landscaping plans in accordance with specifications to be approved by the City Engineer, City Building and Zoning Co-ordinator, and City Parks and Recreation Director. The Owner agrees that the design of the aforesaid wall shall be subject to the approval of the Architectural Control Committee to be established in accordance with this agreement.

9. The Owner covenants for itself, its successors and assigns that it will pave, mark, and maintain all driveways and parking areas as shown on Schedule "A" and all such parking areas shall be completed to the satisfaction of the City Engineer prior to occupancy of any part of the building.

10. All floodlighting on the said lands shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

OTHER APPROVALS

11. Prior to commencement of any works, 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, regional roads within or affected by the plan and necessary improvements thereto, 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.

12. Prior to commencement of any works, the Owner 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 the payment of levies as the said authority shall require, provided however, that the electrical distribution system shall be underground. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

13. 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 execution of this agreement by the Corporation of the City of Brampton.

14. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of all works on public property required to be performed by this agreement as estimated by the City Engineer to ensure the performance of such works and the security required hereby shall be provided prior to the issuance of any building permits.

15. The Owner shall pay to the City, prior to the issuance of a building permit, in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, a fee of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

16. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.

17. The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.

18. The Owners covenant and undertake the following:

(a) That prior to any application being made for a building permit for the within premises that they will cause the title of the lands and premises to merge into one ownership.

(b) That prior to the issuance of any building permit that the owners herewith will cause to be discharged any and all mortgages currently on the premises. The Purchaser warrants that the Mortgagee is Graham Bros. Construction Limited.

19. The covenants, agreements, conditions and undertakings herein contained on the 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 Owner has hereunto set its hands and seals and the City of Brampton and the Regional Municipality of Peel have caused to be affixed their corporate seal attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED

in the presence of

[Signature]

V. Syrnyk
Victor Syrnyk

Olga Syrnyk
Olga Syrnyk

SYRNYK HOMES LIMITED

V. Syrnyk

James E. Archdekin
James E. Archdekin Major

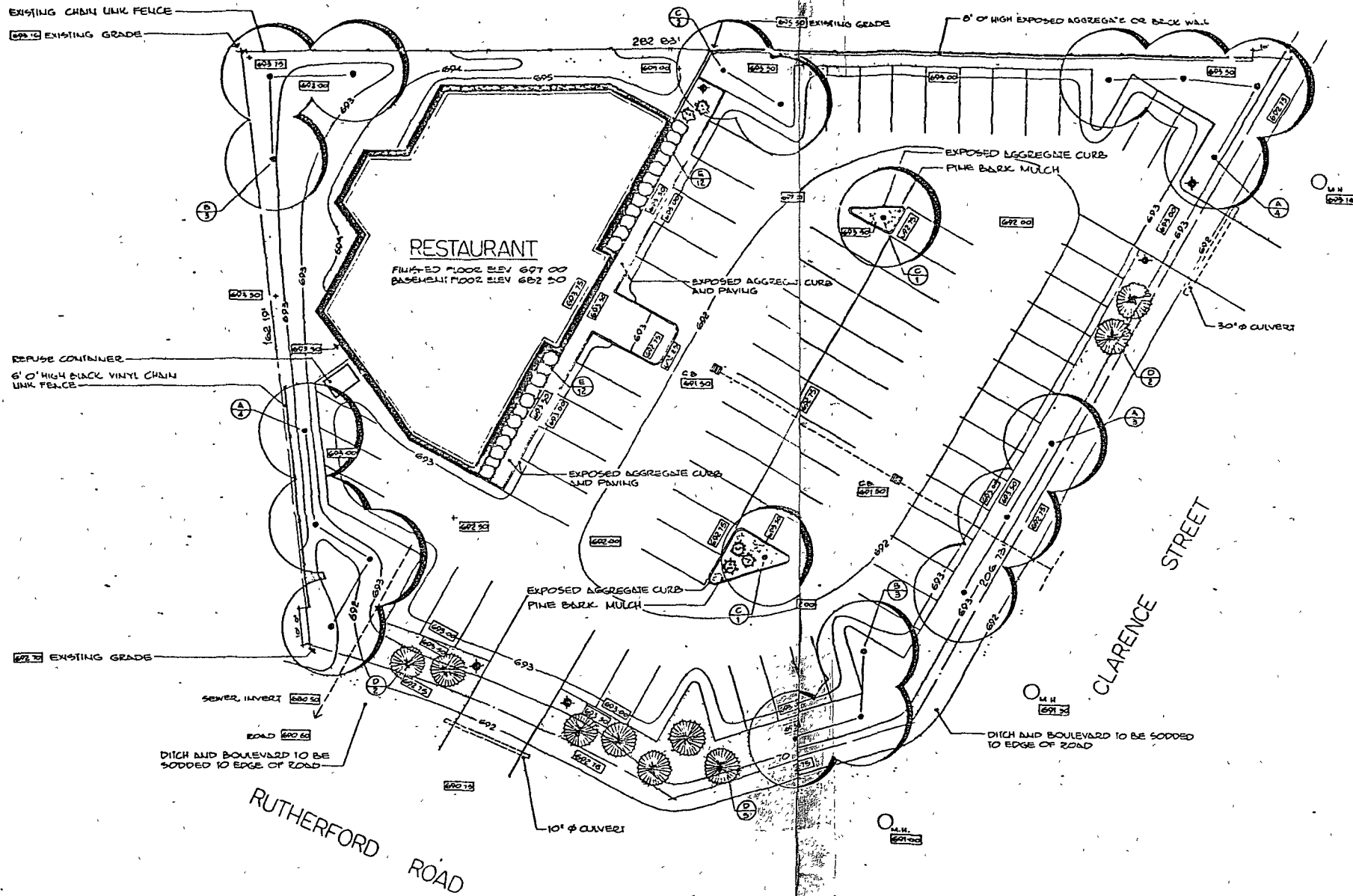
Kenneth R. Richardson
Kenneth R. Richardson Clerk

THE REGIONAL MUNICIPALITY OF PEEL

L.H. [Signature]
Chairman

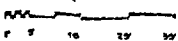
Richard [Signature]
Clerk

AUTHORIZATION BY-LAW
NUMBER 158-77
PASSED BY THE REGIONAL
COUNCIL ON THE 15
DAY OF September, 1977



NOTE

LOT 2 AND 3 CONCESSION E H S PALL 43-2-2117
 PLOTS 1, 2, 3 TOTAL LOT AREA - 40,959 SQUARE FEET



PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	REMARKS	SIZE	COND.
A	11	ACER PLATANOIDES	NORWAY SPLE	3" CAL	14'-16'	912 BALL
B	6	FRAXINUS AMERICANA	WHITE OAK	3" CAL	14'-16'	912 BALL
C	4	GLIEDITSIA IRAC SHALDENMASTER	SHALDENMASTER LOCUST	2" CAL	12'-14'	912 BALL
D	9	PIHUS NIGRA AUSTRIACA	AUSTRIAN PINE	-	6'-7'	912 BALL
E	25	JUNIPERUS CHIN PTIZERIANA	GREEN PETER JUNIPER	-	15'-18'	B + B

ALL TREES SHALL BE SINKED WITH THREE 2" x 2" x 8' LONG WOODEN STAKES. STAKES SHALL REACH A MINIMUM OF 24" INTO THE GROUND. TREES SHALL BE SINKED TO STAKES WITH #10 GALVANIZED WIRE IN 1/2" x RUBBER TUBING.








TREE PITS SHALL BE 24" (MIN) DEEP STRING BALLED TREES SHALL HAVE AT LEAST 12" OF SPACE BETWEEN EDGE OF TREE PIT AND STRING BALL.

PLANTING BED FOR JUNIPERS SHALL BE 18" DEEP. MIXTURE FOR ALL PLANTING SHALL BE AS FOLLOWS:
 3 PARTS OF TOPSOIL (PREFERABLY SANDY LOAM), ONE PART OF PEAT MOSS AND ONE PART OF WELL ROTTED MANURE.

DEPTH OF TOPSOIL IN ALL GRASS AREAS SHALL BE A MINIMUM OF 6" GRASS IN ALL AREAS SHALL BE MERION BLUE AND KENTUCKY BLUE GRASS AT A 50% TO 50% MIXTURE.

LAYER OF PINE BARK MULCH SHALL BE 3" THICK. CONCRETE PLANTERS SHALL BE PLANTED WITH 1" PLANTERS.

LEGEND

-  DECIDUOUS TREES 12'-15' TALL, 3" CALIPER (MIN.)
-  AUSTRIAN PINES 6'-8' TALL
-  36" x 24" HIGH CONIC PLANTERS WITH ANNUALS
-  LIGHT STANDARDS
-  PINE BARK MULCH WHERE SHOWN
-  GOODLU AREAS
-  PROPOSED CONCRETE

SCHEDULE

SITE PL

PROPOSED
 FOR PROPOSED RESTAURANT
 RUTHERFORD ROAD

PLAN PREPARED BY
 KNECHT AND BERGHOFF
 32 RUTHERFORD ROAD

NOVEMBER 30, 1976
 DRAWING NO. 76-20
 SCALE AS SHOWN

DATE OF ISSUE

DATED:

VICTOR SYRNYK, OLGA SYRNYK
and SYRNYK HOMES LIMITED

- and -

THE CORPORATION OF THE CITY
OF BRAMPTON

- and -

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

DAVIS, WEBB & HOLLINRAKE
Barristers and Solicitors
41 George Street South
BRAMPTON, Ontario
L6Y 1P4

PASSED August 22, 19 77



BY-LAW

No. 197-77

A By-law to authorize the execution of an Agreement between Victor Syrnyk, Olga Syrnyk and Syrnyk Homes Limited, The Corporation of the City of Brampton and The Regional Municipality of Peel.