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THE CORPORATION OF THE CITY OF BRAMPTON

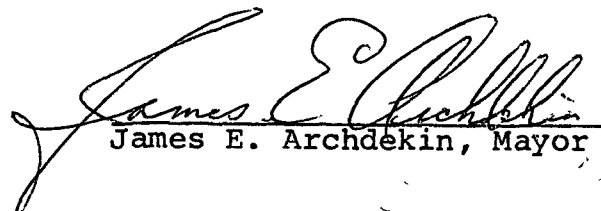
BY-LAW NUMBER 222-75


To authorize the execution of
an Agreement between Bernard B.
Carr, The Corporation of the City
of Brampton, John Hassall and
Dorothy Hassall.

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 Bernard B. Carr, The
Corporation of the City of Brampton, John Hassall and
Dorothy Hassall, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 10th day of November, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

29 Oct 75

MEMORANDUM OF AGREEMENT made in duplicate this
day of

B E T W E E N

BERNARD B. CARR

hereinafter called the Lessee

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

JOHN HASSALL and

DOROTHY HASSALL

hereinafter called the Owners

OF THE THIRD PART

WHEREAS the Owners warrant that they are the
owners of the lands shown on Schedule "A" annexed hereto;

AND WHEREAS the Lessee and the Owners warrant
that the Lessee is in possession of the lands under a lease
for a term of years;

AND WHEREAS the Lessee has made application to
the City to amend the zoning by-laws governing the lands
shown on Schedule "A" and the City deems that it would not

proper or in the public interest to grant the said rezoning unless the matters and conditions hereinafter set out are provided for;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) paid by the City to the Lessee, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants and conditions hereinafter set out, the Parties hereto agree as follows:

SITE PLAN

1. The lands located in the north-west corner of Mississauga Road and Embleton Road in the City of Brampton and shown on a survey annexed hereto as Schedule "A" shall be developed in accordance with the site plan shown on Schedule "A" to this agreement provided that the zoning by-law to be passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. The Lessee 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 buildings, 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. 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 Lessee and be subject to the approval of the City Engineer, the Director of Parks and Recreation and the Building and Zoning Co-ordinator prior to the issuance of any building permit. The Lessee shall provide appropriate screening between the subject lands and abutting properties as indicated on the landscape plan and such screening shall be subject to approval by the City Director of Parks and Recreation provided that the type of screening is acceptable to the Credit Valley Conservation Authority. The Lessee covenants that he will plant, preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained shall be fenced and protected during construction. No existing tree shall be removed without the prior written approval of the City Director of Parks and Recreation.

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

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OTHER APPROVALS

6. The Lessee shall enter 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 property 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.

7. The Lessee shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands with respect to the electrical distribution systems and necessary appurtenances to serve 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.

8. The Lessee agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the Credit Valley Conservation Authority and the Ministry of Natural Resources for the subject lands. This site plan shall show the location of all buildings and structures, existing and final grades, site drainage, vegetation and landscaping and necessary erosion control measures.

The City shall not be obligated to issue any building permits until provided with confirmation from the Conservation Authority and the Ministry that this requirement has been complied with.

FINANCIAL

9. The Lessee and 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 Lessee 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 Lessee and the Owners shall be subject to all the by-laws of the City of Brampton.

12. Neither the Lessee nor the Owners shall 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 Lessee or the Owners in any such proceeding.

13. The Owners join herein to consent to the terms herein and covenant and agree that, upon termination of the lease, they shall be required to comply with the terms herein.

14. The covenants, agreements, conditions and undertakings herein contained on the part of the Lessee and 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 Lessee and 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 officer duly authorized in that regard.

BERNARD B. CARR

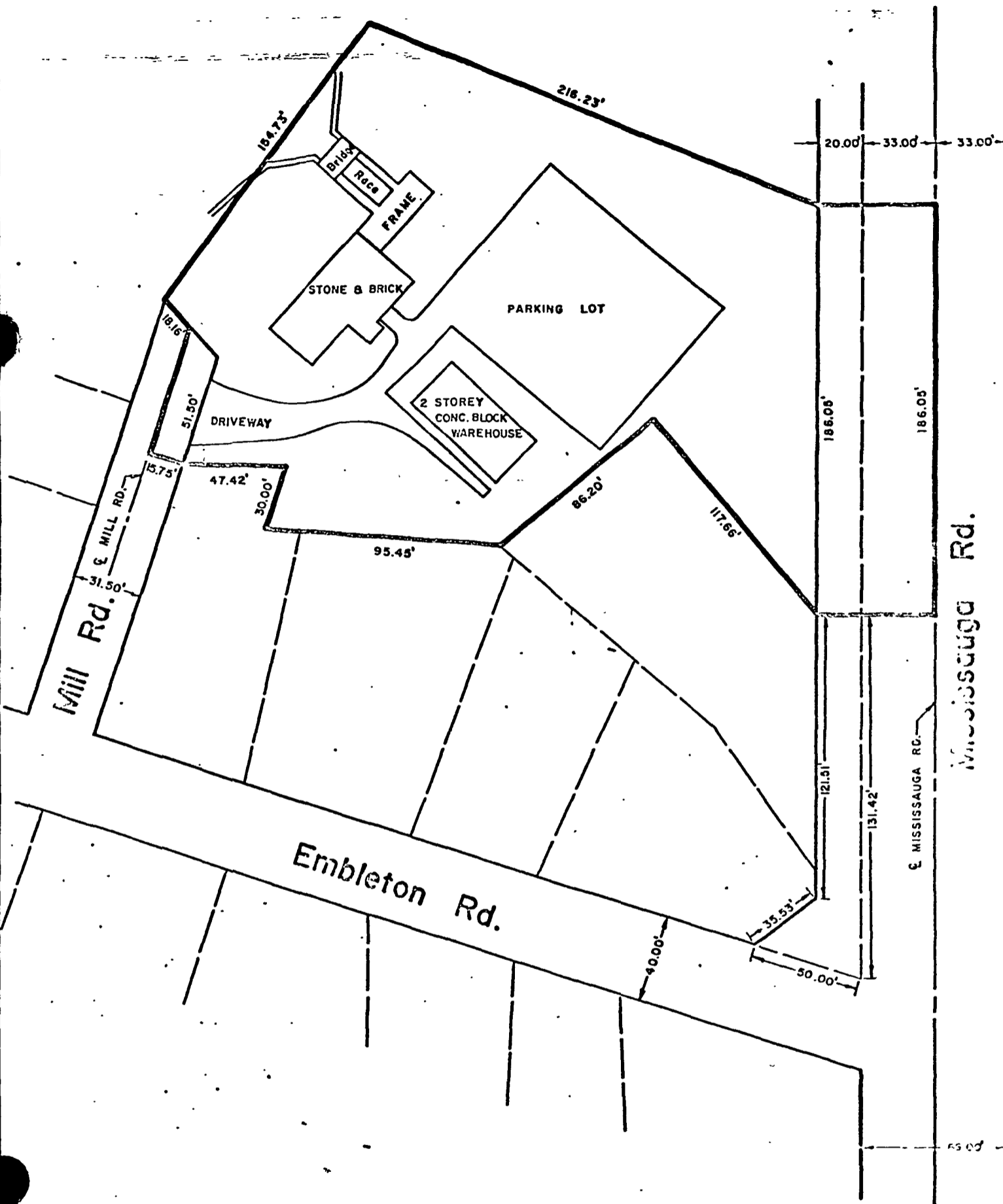
THE CORPORATION OF THE CITY OF BRAMPTON

JAMES E. ARCHDEKIN MAYOR

KENNETH R. RICHARDSON CLERK

JOHN HASSALL

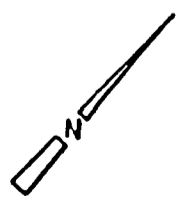
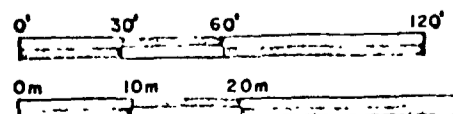
DOROTHY HASSALL



Date: June 25th, 1975

Drawn: m.o.

CITY OF BRAMPTON BY-LAW NO.
 SCHEDULE 'A'
 C5W5.1a



DATED:

BETWEEN

BERNARD B. CARR

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

JOHN HASSALL and
DOROTHY HASSALL

A G R E E M E N T

JUDITH E. HENDY
CITY SOLICITOR
CITY OF BRAMPTON
24 QUEEN STREET EAST
BRAMPTON
ONTARIO
L6V 1A4