



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

238-85

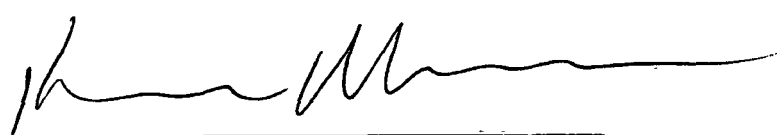
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To authorize the execution of  
an agreement between Ian  
Callaway, The Corporation of  
the City of Brampton and The  
Canadian Imperial Bank of  
Commerce

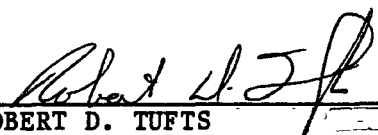
The Council of the Corporation of the City of Brampton  
ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated August 12th, 1985 between Ian Callaway, the Corporation of The City of Brampton, and The Canadian Imperial Bank of Commerce and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council  
this 12th day of August , 1985

  
KENNETH G. WHILLANS

MAYOR

  
ROBERT D. TUFTS

ACTING CLERK

MEMORANDUM OF AGREEMENT made in duplicate this  
 12<sup>th</sup> day of AUGUST, 1985.

B E T W E E N :

IAN CALLAWAY,

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

*Jm 2E*

CIBC

~~CANADIAN IMPERIAL BANK OF COMMERCE~~

MORTGAGE CORPORATION,

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 wishes to develop the lands and the City is of the opinion that this development 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;

APRIL/85/D5

AND WHEREAS the lands are situate in the site plan control area designated by By-law 50-82 passed pursuant to section 40 of the Planning Act, S.O. 1983, c. 1, as amended, and this agreement is required pursuant thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the development of the land, approving the plan referred to in this agreement and where necessary rezoning the lands to permit the development, the Owner and the Mortgagee hereby covenant, promise and agree with the City as follows:

1.  
Approved  
Site Plan

The Owner covenants and agrees that the lands shall be developed only in accordance with the site plan attached hereto as Schedule B (herein called the site plan) and further covenants and agrees to provide all of the works and other matters referred to in this agreement and shown on the site plan, and to maintain to the satisfaction of the City and at the sole risk and expense of the Owner, all of the works and other matters required by this agreement and in default thereof the provisions of section 325 of the Municipal Act, R.S.O. 1980, c. 302, as amended shall apply.

2.  
Rezoning

In the event a rezoning is required to permit the development of the lands in accordance with the site plan, this agreement shall be conditional upon this rezoning by-law coming into force, failing which this agreement shall be null and void and not binding upon the Owner.

3.  
Driveways  
& Parking

3.1 The Owner shall restrict the means of vehicular ingress and egress to the location indicated on the site plan.

Area

3.2 The Owner shall provide a minimum of seven (7) parking spaces in the rear yard of the lands in the location shown on the site plan.

3.3 The Owner shall pave the driveway and parking area shown on the site plan with a dustless material satisfactory to the City.

4.  
Existing  
Garage

The Owner shall demolish the existing garage prior to the City passing the rezoning by-law.

5.  
Signs

The Owner agrees that no ground signs shall be permitted on the lands and the Owner further agrees that the design and size of the wall sign shall be approved by the City prior to its installation.

6.  
Front Yard

The Owner agrees that the front yard, except for the driveway, shall be landscaped open space and that it shall be shown as such in the rezoning by-law.

7.  
Storm  
Drainage

The Owner agrees that he will not alter the existing grading and drainage patterns of the lands or change the elevation or contour of the lands, except in accordance with drainage plans approved by the City Commissioner of Public Works and Buildings.

8.  
Road  
Widening

8.1 The Owner shall, prior to the City enacting the rezoning by-law, and at its own expense including all surveying and registration expenses, convey to the City free of all encumbrances and with a good and marketable title, a 2.44 metre road widening across the entire Wilson Avenue frontage of the lands in the location shown on the site plan.

8.2 The Owner shall provide the City with a solicitor's certificate, prior to enactment of the rezoning by-law, certifying that the lands to be conveyed to the City pursuant to this agreement, are free of all encumbrances and that the City is the registered owner thereof.

8.3 In the event the rezoning by-law does not come into force by reason of a decision of the Ontario Municipal Board arising on an appeal of the by-law, the the City shall reconvey this road widening to the Owner.

9.  
By-laws

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 presently in force.

10.  
Lands  
Affected

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

11.  
Agreement  
Binding

The Owner shall not 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 Owner in any such proceeding.

12.  
Cost of  
Registra-  
tion

The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land, grants of easement, and other documents required by this agreement on the title to the whole or any part of the lands. Prior to the issuance of a building permit, the Owner shall deposit with the City a sum of money estimated by the City Solicitor to cover the cost of this registration and this deposit shall be adjusted by additional payments or refunds based on the actual total cost of registration.

13.  
Mortgagees

13.1 The Mortgagees hereby covenant with the City that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then:

13.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either alone or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

13.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an Owner, the Mortgagees shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have

covenanted with the City to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

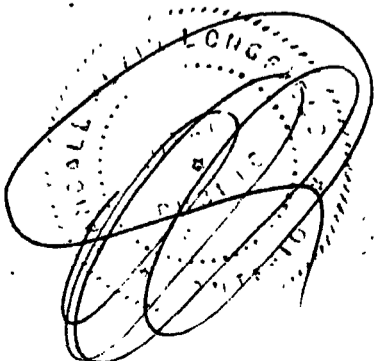
13.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the lands and whether they do or not, the City may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

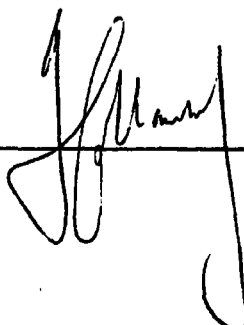
14. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or The Regional Municipality of Peel.

IN WITNESS WHEREOF the Party of the First Part has hereunto set his hand, and the Parties of the Second and Third Parts have hereto affixed their corporate seals, attested by the hands of their duly authorized officers.

IAN CALLAWAY

I certify that I am at least eighteen years old and that the lands have never been occupied by me and my spouse as a matrimonial home.



  
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THE CORPORATION OF THE CITY OF BRAMPTON

*[Handwritten Signature]*

KENNETH G. WHILLANS MAYOR

**AUTHORIZATION BY-LAW**  
 NUMBER 238-85  
**PASSED BY CITY**  
 COUNCIL ON THE 12<sup>th</sup>  
 DAY OF AUGUST 19 85

*[Handwritten Signature]*

~~LEONARD XXXXXXXXXXXXXXX~~ ACTING CLERK

ROBERT D. TUFTS

*[Handwritten Signature]*

~~CANADIAN IMPERIAL BANK OF COMMERCE~~  
 CIBC MORTGAGE CORPORATION

Approved for Execution  
*[Handwritten Signature]*

*[Handwritten Signature]*

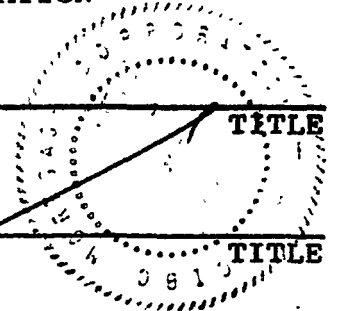
Vice-President

TITLE

*[Handwritten Signature]*

Secretary

TITLE





LEGAL DESCRIPTION OF THE LANDS

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 Province of Ontario, and being composed of Part of Lot 21, Block "C", as shown on Registered Plan, on Part Lot 6, Concession 1, East of Hurontario Street and referred to as Number BR-13 and Part of Lot 35 Wellington Block as shown on Registered Plan on Part Lot 6, Concession 1, East of Hurontario Street and referred to as Number BR-5, (Brampton), registered in the Registry Office for the Registry Division of Peel (No. 43) the boundaries of which said parcel may more particularly be described as follows:

PREMISING that Queen Street East, fronting said Plan Number BR-5 and BR-13 has a governing bearing of North 38 degrees, 39 minutes, 00 seconds East and relating all bearings quoted herein thereto;

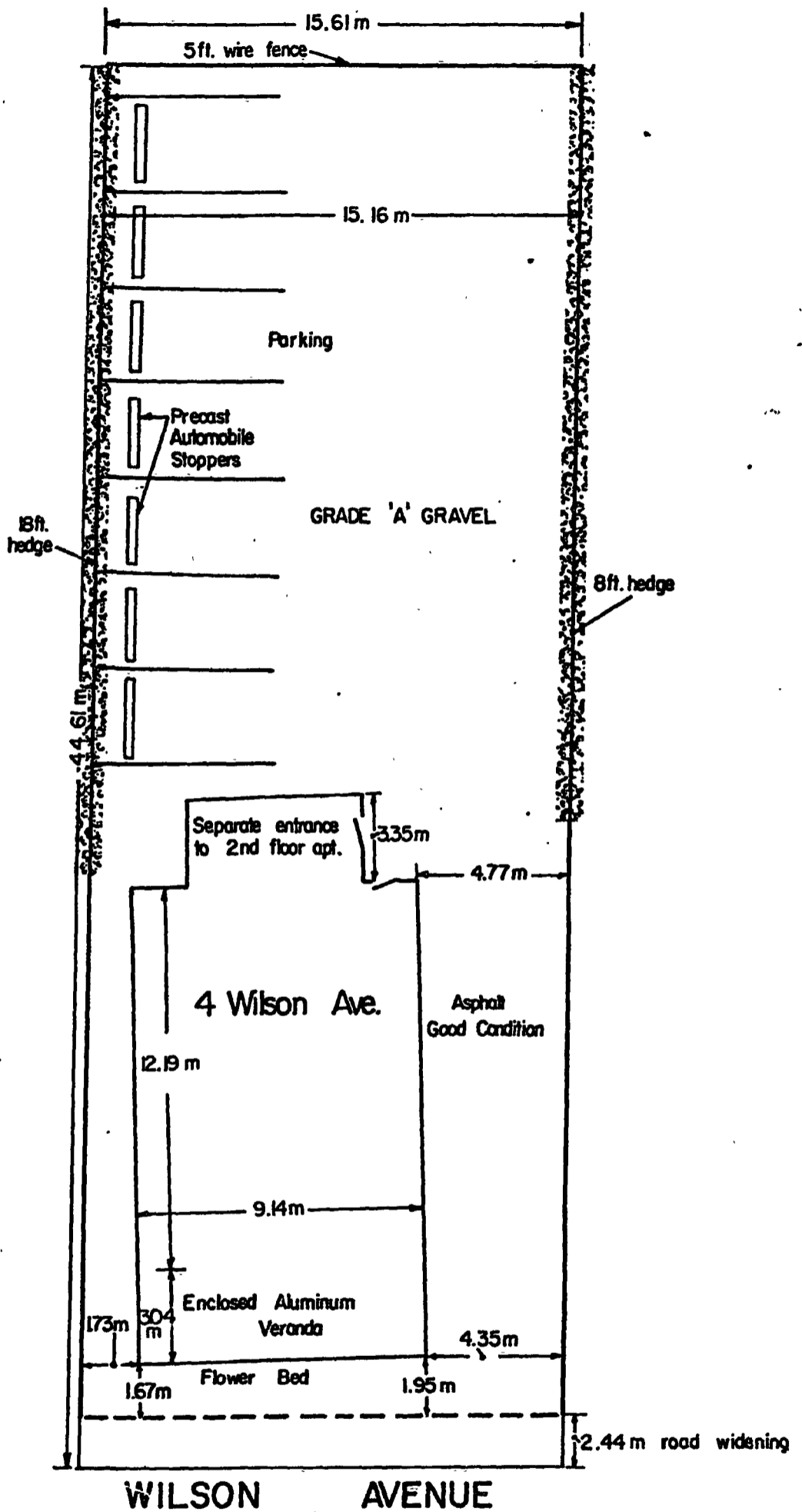
COMMENCING at an iron tube found planted in the Southwesterly limit of the said Lot 21, distant 63.00 feet measured Southeasterly thereon from the most Westerly angle of the said Lot 21;

THENCE North 38 degrees, 42 minutes, 25 seconds East Parallel to the limit between said Lots 21 and 35, 146.48 feet to an iron bar planted;

THENCE South 51 degrees, 21 minutes, 00 seconds East parallel to the Northeasterly limit of the said Lot 35, 50.00 feet to an iron bar planted;

THENCE South 38 degrees, 42 minutes, 25 seconds West parallel to the said limit between the said Lots 21 and 35, 146.46 feet, more or less, to a point in the Southwesterly limit of the said Lot 35;

THENCE North 51 degrees, 22 minutes, 15 seconds, West along the Southwesterly limit of the said Lots 35 and 21, 50.00 feet, more or less, to the point of commencement.



DEVELOPMENT AGREEMENT  
 Schedule **B**



1:190

CITY OF BRAMPTON  
 Planning and Development

Date: 85 06 12 Drawn by: RB  
 File no. C1E6.30 Map no. 43-56F