

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 255-75

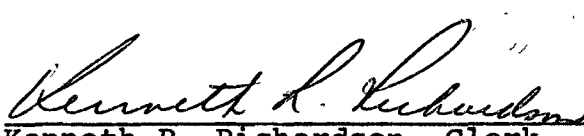
A By-law to authorize the execution of an Agreement between Rachelle Barkwill, The Corporation of the City of Brampton, and The Regional Municipality of Peel.

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 Rachelle Barkwill, 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 8th day of December, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate
this Fifth day of December, 1975.

B E T W E E N :

RACHELLE BARKWILL

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 she is the Owner of the lands designated on Schedule "A" (hereinafter referred to as "the lands"); and further warrants that the only mortgagees of the said lands are JAMES MOCON and MARGARET NOWAK, Executor and Executrix of the Estate of Frederick W. Mocon, and JAMES MOCON, in his personal capacity.

AND WHEREAS the Owner has applied to the City for a rezoning of the said lands but 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 on the north side of Denison Street and west of the unopened road allowance for Haggert Avenue and south of the unopened road allowance for Railroad Street and more particularly described as Lots 72 to 85 according to Registered Plan Number 307 and part of Lot 6, Concession 1, West of Hurontario Street, shall be developed in accordance with the site plan annexed hereto as Schedule "B" to this agreement provided that the rezoning by-law passed by the City of Brampton to permit the proposed development receives Ontario Municipal Board approval.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. For the purposes of this agreement, "Municipal Engineer" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the City Engineer of the City of Brampton.

Muni-
al
Engineer

3. For the purposes of this agreement, "the works" shall mean all servicing and landscaping required to be done by the Owner under the terms of this agreement and without limiting the generality of the foregoing, the works shall include sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, hydro-electric services and all other works required to be done by the Owner in accordance with this agreement.

Parking areas and access

4. The Owner shall restrict the means of vehicular ingress and egress to and from the parking areas shown on Schedule "B" to those locations indicated on the said schedule. As construction is undertaken on the buildings, 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 buildings is permitted by the Owner. 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.

Construction access

5. The Owner shall use only such locations for access for construction purposes as the City Engineer may approve.

Main-
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6. 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 Owner twenty-four hours notice to remove and clean up any earth, mud or other material from such pavement and sidewalk 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 Owner forthwith upon being invoiced therefor by the City Engineer.

Con-
struc-
tion
damage

7. 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, her agents, servants, employees, subcontractors or material suppliers.

Grading
and
drain-
age

8. 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 of the buildings, will be discharged into the trunk sewer system of the City in a manner satisfactory to the City Engineer. A system of storm water sewers shall be installed by the Owner to the satisfaction of the City Engineer and the Building and Zoning Coordinator 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.

Internal
roads,
etc.

9. All internal roads, sidewalks, walkways and parking areas shall be constructed in accordance with plans and specifications approved by the City Engineer and all works shall be subject to supervision and inspection by a representative of the City of Brampton Engineering Department.

Grading,
build-
ing and
land
scaping
plans
and
appro-
vals

10. Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner 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 issuance of any building permits. 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. 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 her 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 for herself, her heirs and assigns, that she 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 trees, other than those presently approved for removal, shall be removed without the prior written approval of the City Director of Parks and Recreation.

Play-ground

11. The Owner agrees that the landscape plan to be submitted with respect to the lands shall include the proposed location for a playground to be constructed by the Owner and the Owner agrees to construct the playground on the lands shown on Schedule "B" in the location approved on the landscape plan and in accordance with plans and specifications approved by the Director of Parks and Recreation and the City Engineer. The Owner also agrees to construct suitable access from the tablelands to the valley lands in two places to be designated by the Director of Parks and Recreation. Such access to be provided by means of ramps or stairs, protected with railings if necessary, constructed in accordance with plans to be approved by the City Director of Parks and Recreation and the City Engineer. All landscaping on municipally owned lands or on lands required to be dedicated for municipal purposes shall be completed in accordance with the City's specifications for landscaping.

Flood-lighting

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

Occu-pancy permits

13. The Owner covenants that she will not permit the occupancy of any building or part thereof hereafter erected on the said lands until the "basic services" (including sanitary sewers, internal watermains, internal storm sewers, service connections and plumbing) and parking areas and private driveways are available to serve the building units and the Building and Zoning Co-ordinator has certified that the said "basic services" have been properly installed and approved and the necessary occupancy permit, as required by the City Building By-law, has been issued. The Engineer may, in his sole discretion, upon request from the Owner authorize the Building and Zoning Co-ordinator to issue occupancy permits prior to the completion of parking areas and private driveways provided that the Building and Zoning Co-ordinator is satisfied that all other requirements for an occupancy permit have been complied with.

Roads,
side-
walks,
etc.

14. The Owner shall install and construct to the City's specifications all necessary roads, sidewalks and services from the north end of the existing Haggert Avenue to the north end of the lands shown on Schedule "B" hereto and from the west end of the existing Railroad Street to connect with the Haggert Avenue extension. All roads shall conform to grades as approved by the Municipal Engineer. The Owner shall grade and sod the boulevard portion of all road allowances in accordance with the City's specifications for grading and sodding. The Owner agrees to pay the City's share of all work undertaken by the C.N.R. in conjunction with the Railroad Street C.N.R. crossing.

Curbs

15. The Owner shall construct or reconstruct curbs and gutters on the portions of Dennison Street, Haggert Avenue and Railroad Street which abut the lands shown on Schedule "B" where required in accordance with the specifications of the City. If any curb depressions are not located correctly with respect to any driveway, the Owner shall construct a curb depression in the correct location and fill in the original depression in accordance with the City's specifications.

Build-
ing
permits

16. The Owner agrees that neither she nor any other person shall be entitled to apply for any building permit for the lands shown on Schedule "B" until the public roads on the road allowances for Railroad Street and Haggert Avenue have been constructed complete with curb and gutter and all granular material required up to but not including base course asphalt. The Building and Zoning Co-ordinator may issue building permits prior to completion of the works specified in this clause on the authorization of the City Engineer. The Owner agrees that the City may withhold building permits until any necessary application for water and/or sewer services required by the Region is made.

Main-
tain
gravel
base

17. Prior to the application of the base course asphalt, the Owner shall maintain the gravel base in a safe and usable condition for vehicular traffic to the satisfaction of the City Engineer and shall apply a binder from time to time as may be required by the City Engineer to eliminate road dust on roads within the lands. The Owner covenants and agrees that until assumption by the City, she will maintain and sweep all streets which have received base course asphalt or top course asphalt and all adjacent City streets which have been dirtied as a result of operations within the development and keep them clear of dust, refuse, rubbish and litter of all types which in the opinion of the City Engineer are a result of the building operations. Until such time as the roads have been accepted for maintenance by the City, the Owner shall repair and/or sweep any such roadway within twenty-four hours of receiving written notice from the City Engineer. In the event such notice is not complied with within the said twenty-four hour period, the City Engineer may cause such work to be done and the cost of so doing shall be paid by the Owner to the City within thirty days of the date of the invoice from the City.

Com-
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of con-
struction

18. The Owner shall not commence construction of any of the works required by this agreement until the detailed plans and specifications of such works have been approved by the Municipal Engineer and such approval has been signified by the signature of the Municipal Engineer on the original plans and specifications but such signature shall not absolve the Owner of the responsibility for errors and omissions from such plans and specifications as may be submitted by the Owner.

Maint-
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of ser-
vices

19. (a) The Owner shall maintain the underground works for a period of two years following preliminary approval of all underground works, or up to the time when the aboveground works have progressed to the completion of the base course of asphalt whichever occurs later.

19. (b) The Owner shall maintain all of the aboveground works and shall remain responsible for all lot grading until such time as the City has finally accepted and assumed all responsibility for the maintenance of the municipal services within the subdivision. The Owner shall be required to maintain the road base course asphalt and curbs for a two-year period after which he shall place top course asphalt and complete all outstanding sodding, sidewalks, walkways and any other work not completed at that time. Upon completion of all aboveground work, the Owner shall remain responsible for the maintenance of aboveground services for one more year after which the Municipal Engineer shall inspect and, if the work is found to be satisfactory, recommend that these services be assumed by the City and/or Region and that the Owner be released from his obligations under this agreement.

Owner
in
default

-20. If, in the opinion of the Municipal Engineer, the Owner is not executing or causing to be executed any works required in connection with this agreement within the specified time or in order that it may be completed within the specified time or is improperly performing the work, or shall the Owner neglect or abandon such works before completion or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed, or shall the Owner neglect or refuse to renew or again perform such work as may be rejected by the Municipal Engineer as defective or unsuitable, or shall the Owner, in any manner, in the opinion of the Municipal Engineer, make default in performance in the terms of this agreement, then, in such case, the Municipal Engineer shall notify the Owner in writing of such default or neglect and if such notification be without effect for ten clear days after such notice, then, in that

case, the Municipal Engineer thereupon shall have full authority and power immediately to purchase such materials, tools and machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said works at the cost and expense of the Owner. In cases of emergencies, such work may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the Municipal Engineer, whose decision shall be final. It is understood and agreed that such costs shall include a management fee of fifteen per cent of the cost of the labour and materials. Any work done at the direction of the Municipal Engineer pursuant to the provisions of this clause shall not be an assumption by the City or Region of any liability in connection therewith nor a release of the Owner from any of its obligations under this agreement.

OTHER APPROVALS

Reg-
ional
water
and
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21. 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 any 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.

Hydro services

22. The Owner shall enter into such agreements as may be necessary with the proper authority have 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 such payments 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 in this clause have been entered into or other satisfactory arrangements have been made.

O.H.A.P.

23. No building permit shall be applied for by the Owner not granted by the City until such time as one or more agreements have been entered into between the Ministry of Housing and the Owner relating to the application of the Ontario Housing Action Program to the lands and the construction and marketing of residential units under that program and the City has been provided with confirmation from the Ministry of Housing that the agreements provided for by this clause have been entered into or other arrangements satisfactory to the Ministry of Housing have been made. In the event that for any reason there are no grants available to the City of Brampton under the Ontario Housing Action Program with respect to any of the residential units to be erected pursuant to this agreement, then the Owner acknowledges that, in addition to the levies provided for in this agreement, the Owner will pay to the City an additional levy with respect to all residential units not included in the Ontario Housing Action Program calculated as follows:

- (i) with respect to block townhouses or apartment buildings, the sum of Six Hundred Dollars (\$600.00) for each residential unit contained therein;
- (ii) with respect to street townhouses, the sum of Five Hundred and Twenty-Five Dollars (\$525.00) for each residential unit contained therein;
- (iii) with respect to single family or semi-detached buildings and all other buildings the sum of Four Hundred and Fifty Dollars (\$450.00) for each residential unit contained therein;

and such additional levies shall be paid with respect to all the residential units contained in each building prior to the issuance of a building permit.

24. The Owner agrees to prepare and carry out or cause to be carried out a detailed site plan acceptable to the conservation authority having jurisdiction in the area and the Ministry of Natural Resources for all natural water courses contained within the 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 Ministry that this requirement has been complied with.

Mini-
stry of
Natural
Res-
ources
and Con-
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Author-
ity
Approval

FINANCIAL

25. 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. The Owner also agrees that any local improvement charges outstanding against the lands shown on Schedule "B" shall be commuted for payment and paid in full prior to the execution of this agreement by the City.

Taxes

26. The Owner shall pay to the City prior to the issuance of any building permit for any buildings within the lands shown on Schedule "B", in addition to normal permit fees, in respect of administrative, planning, engineering and legal costs incurred by the City and the Region an amount equal to four per cent (4%) of the total cost of the works required to be done on public property or on lands required to be dedicated for public purposes, to a maximum of \$3,500 where the total cost of the work is less than \$100,000; three and a half per cent (3½%) to a maximum of \$15,000 of the cost of the works between \$100,000 and \$500,000; and three per cent (3%) of the cost of the works in excess of \$500,000. The minimum charge under this paragraph shall be \$600. All fees collected under this section shall be pro-rated between the City and the Region in proportion to the estimated cost of the works for which each of the City and the Region is responsible.

27. The Owner covenants and agrees to pay to the

City the following development levies:

City
levies

- (a) the sum of \$1,218 in respect of each dwelling unit in a single family, semi-detached or town-house building or any multiple residential building not exceeding three storeys in height;
- (b) the sum of \$1,037 in respect of each dwelling unit in a multiple residential building exceeding three storeys in height but not exceeding five storeys in height;
- (c) the sum of \$700 for each dwelling unit in a multiple residential building exceeding five storeys in height where fewer than one-half of the total number of dwelling units are bachelor or one-bedroom apartments; and
- (d) the sum of \$588 in respect of each dwelling unit in a multiple residential building exceeding five storeys in height in which more than one-half of the total number of dwelling units are bachelor or one-bedroom apartments.

The development levies provided for herein shall be paid at the following times:

- (i) at the time of conveyance of each single family or semi-detached lot, or the issuance of a building permit in respect of a dwelling unit in a single-family or semi-detached building, whichever is the sooner;
- (ii) at the time of issuance of a building permit in respect of each dwelling unit other than a single-family or semi-detached building.

The above development levies are effective 1st January 1974 and are to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year prior to the time at which payment of the levy is made.

Regional levies

28. The Owner agrees to pay Regional levies in accordance with the following policy: Regional impost charges in the amount of \$150 per capita effective 1st January 1974 to be adjusted twice yearly in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series) with such adjustment based on the last available Index reflecting construction costs as of January 30th and July 30th of each year, shall be assessed on all residential development with exceptions only as set out herein. Where there is no per capita unit of measurement for the various types of dwelling unit available from the area municipality concerned, the following amounts will apply, both subject to adjustment in accordance with the Southam Index as detailed above:

\$650 per dwelling unit of single family semi-detached; townhouse; and low-rise multiple type residential development.

\$375 per dwelling unit in apartment type residential development.

Such levies shall be paid at the same time and on the same basis as the area municipality levies are paid and the area municipality is authorized to collect a cheque payable to the Regional Municipality of Peel for such regional levies for remittance to the Region within ten days of receipt of same.

29. The Owner agrees to provide the City with security in a form satisfactory to the City Treasurer in an amount equal to one hundred per cent (100%) of the cost of the works required to be performed by this agreement as estimated by the City Engineer to ensure the performance of such works prior to the commencement of any works on the lands shown on Schedule "B".

30. In addition to all other payments and levies provided for herein, the Owner agrees to pay a road and bridge improvement levy in the amount of Two Hundred and Sixty Dollars (\$260.00) per unit for single family, semi-detached and townhouse units and One Hundred and Sixty Dollars (\$160.00) per unit for all other types of dwelling units. These levies are to be increased or decreased in direct relationship to the composite component of the Southam Construction Index (Ontario Series) with the base to be as of January 15 1976 with review based on the latest Index reflecting construction costs as of January 15 of each year while construction on the land proceeds. The amount of each such levy shall be fixed as at the time of payment of such levy in respect of the use for which the said levy is paid.

These levies shall be paid as follows:

- (a) at the time of conveyance of each single family or semi-detached lot or the issuance of a building permit, whichever is the sooner, in respect of a dwelling unit in a single family or semi-detached building; and

Performance
guarantee

Road
and
bridge
levy

- (b) at the time of issuance of building permits in respect of each dwelling unit in other than a single family or semi-detached building.

Where an arterial road runs through the lands contained within the plan of subdivision, the Owner shall construct two lanes to the arterial road in accordance with the City's specifications and the Owner shall be entitled to a credit for the cost of the said construction against the levies required by this paragraph. In the event that the construction performed exceeds the total amount of the levy required from the Owner, then the Owner will be reimbursed for the difference.

GENERAL

31. 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.

Arch.
Control
Com.

Convey-
ances

32. At no cost to the City, the Owner shall grant unto the City free of encumbrance the lands shown on Schedule "B" and designated as 'open space' consisting of all of the valley lands shown on Schedule "B" and an area of tableland lying to the south of the building area as shown on Schedule "B". The Owner agrees that the above noted lands to be conveyed to the City contain approximately 1.93 acres and the Owner also agrees to convey to the City a one-foot reserve along the entire north limit of the lands designated on Schedule "B". The executed deeds for the said lands shall be lodged with the City prior to the issuance of any building permit in respect to the lands shown on Schedule "B".

City
by-laws

33. Notwithstanding any of the provisions of this agreement, the Owner, her successors and assigns, her contractors, servants, workmen and agents, shall be subject to all of the by-laws of the City of Brampton and, more particularly, without limiting the generality of the foregoing, it is understood that the Building By-law of the City of Brampton and any other laws or regulations governing building standards or construction methods in force in the City of Brampton shall be applicable to the development which takes place on the lands shown on Schedule "B" annexed hereto.

Agree-
ment
binding

34. The Owner shall not call into question directly or indirectly in any proceeding 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 proceedings.

Mort-
gages

35. The Owner shall discharge the mortgage held by the Mortgagees referred to in the recitals herein contained prior to making application for a building permit for construction on the said lands.

Successors and assigns

36. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon her and upon her 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 her hand and seal and the City of Brampton and the Regional Municipality of Peel have caused to be affixed their corporate seals attested by the hands of their proper officers duly authorized in that regard.

Rachelle Barkwill
RACHELLE BARKWILL

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

Richard H. Wood
ACTING CHAIRMAN
Richard H. Wood
CLERK

AUTHORIZATION BY-LAW
NUMBER 11-76
PASSED BY THE REGIONAL
COUNCIL ON THE 22nd
DAY OF January, 1976.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Veronica Cheney
of the City of Brampton
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at the City of Brampton by RACHELLE BARKWILL

*See footnote

footnote

I verily believe that ~~each~~ ^{the} person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Brampton
in the Regional
Municipality of Peel
this 5th day of December 19 75.

David Cotler
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

} *Veronica Cheney*

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)"

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/~~X~~/E RACHELLE BARKWILL
of the City of Toronto
in the Municipality of Metropolitan Toronto

If attorney
see footnote

make oath and say. When I executed the attached instrument,

I/~~X~~/E was at least eighteen years old.

Strike out
in applicable
clauses

~~I was married / divorced / widowed /~~

~~as my wife / husband /~~

~~We were married to each other.~~

~~We held the land as joint tenants / tenants in common /~~

I was married.

Resident of
Canada, etc

(~~SEVERALLY~~) SWORN before me at the City
of Brampton in the Regional
Municipality of Peel
this 5th day of December 19 75.

Veronica Cheney

VERONICA CHENEY, a Commissioner, etc.,
Judicial District of Peel, for Davis,
Webb & Hollinrake, Barristers.
Expires October 11, 1977.

} *Rachelle Barkwill*

* Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority"

McLean, McMurphy & Binson

Ontario Land Surveyors

Box 310

Brampton, Ontario

QUEEN ST. WEST at the 2nd LINE

MR. W. N. BARKWILL

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Brampton, in the County of Peel and Province of Ontario, containing by admeasurement 5.2 acres, more or less, being composed of all of LOTS SEVENTY-TWO, SEVENTY-THREE, SEVENTY-FOUR, SEVENTY-FIVE, SEVENTY-SIX, SEVENTY-SEVEN, SEVENTY-EIGHT, SEVENTY-NINE, EIGHTY, EIGHTY-ONE, EIGHTY-TWO, EIGHTY-THREE, EIGHTY-FOUR and EIGHTY-FIVE as shown on Plan Number 307, (Brampton) registered in the Registry Office for the Registry division of Peel No. 43, and Part of the West Half of LOT SIX in the First Concession West of Hurontario Street of the Township of Chinguacousy, now the Town of Brampton, the boundaries of which said parcel may more particularly be described as follows, and

PREMISING that Denison Street as shown on the said Plan Number 307 has an astronomic governing bearing of North 38 degrees 34 minutes 00 seconds East and relating all bearings quoted herein thereto;

COMMENCING at a standard iron bar planted at the intersection of the Northwesterly limit of the said Denison Street with the Southwesterly limit of Haggart Avenue, as shown on the said Plan Number 307; which point being the most Easterly angle of said Lot Number Seventy-two, Plan 307;

THENCE North 44 degrees 30 minutes 30 seconds West along the said Southwesterly limit of said Haggart Avenue 652.96 feet, more or less, to a standard iron bar planted at the intersection thereof with the Southeasterly limit of Railroad Street, which point being the most Northerly angle of said Lot Eighty-five, Plan 307;

THENCE South 38 degrees 09 minutes 00 seconds West along the said Southeasterly limit of Railroad Street, being the Northwesterly limit of the said Lot Eighty-five and its production Southwesterly, 554.24 feet, to an iron bar planted;

THENCE South 75 degrees 07 minutes 00 seconds East 109.07 feet to an iron bar planted in the Northwesterly limit of Block "C", as shown on Plan Number G-23, (Brampton) registered in the said Registry Office;

THENCE North 38 degrees 09 minutes 00 seconds East along the last said limit 27.3 feet, more or less, to the centre line of Fletcher's Creek, being the limit between the said Plan G-23 and said Plan 307;

THENCE Southeasterly along the last said limit 605 feet, more or less, to the intersection thereof with the said Northwesterly limit of Denison Street, which point being the most Southerly angle of the said Lot Number Seventy-two;

THENCE North 38 degrees 34 minutes 00 seconds East along the said Northwesterly limit of Denison Street, being the Southeasterly limit of the said Lot Number Seventy-two, 149.26 feet, more or less, to the point of commencement.

SUBJECT TO at all times any portion or portions of the twenty foot easement registered in the favour of the Town of Brampton by By-law Number 542 in the said Registry Office lying within the bounds of the hereinbefore described parcel;

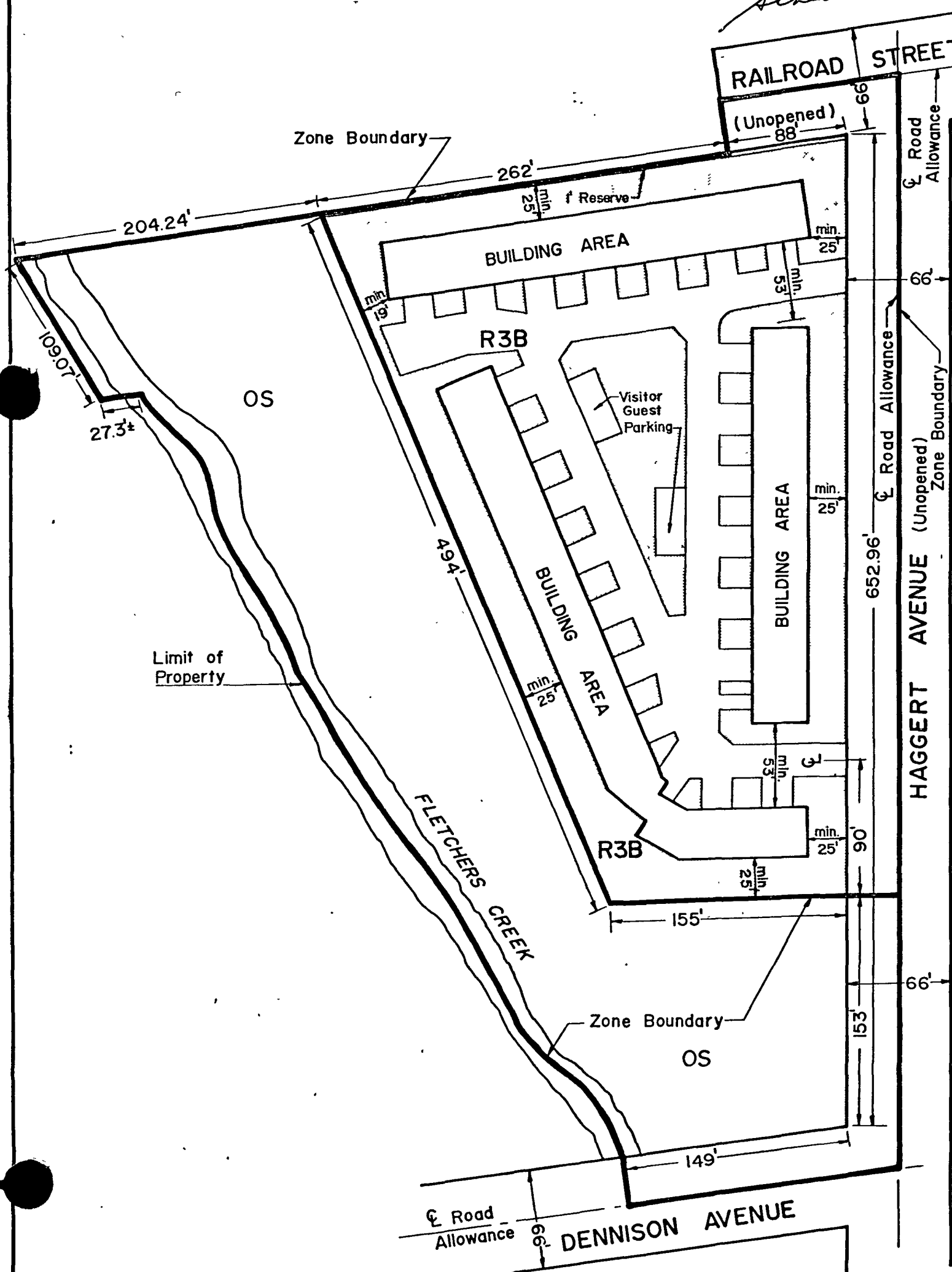
AND WHICH said parcel is shown on a Plan of Survey by McLean, McMurphy & Binson, Ontario Land Surveyors, dated April 12, 1972, and being Reference Number 72-5980.




BRAMPTON, ONTARIO
April 12, 1972.

McLEAN, McMURPHY & BIASON,
ONTARIO LAND SURVEYORS.

Per.....
Ontario Land Surveyor.

Schedule B



Legend  Landscaped Open Space	Scale 		Drawn m.o.
			Date Nov. 28th, 1975
			File No. CIW63
			Dwg. No. A
CITY OF BRAMPTON PLANNING DEPARTMENT			

ED: 5th December, 1975.

BETWEEN

RACHELLE BARKWILL

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

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