



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW


*Number* 255-82  
To authorize the execution of an  
agreement between Rice  
Construction Co., Limited,  
Cavallo Holdings Limited and The  
Corporation of the City of  
Brampton

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 December 13, 1982 between Rice Construction Co. Limited, Cavallo Holdings Limited and The Corporation of the City of Brampton, 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 13th day of December , 1982.

  
KENNETH G. WHILLANS MAYOR

  
RALPH A. EVERETT CLERK

This Agreement made the 28th day of October , 1982.

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter referred to as "the City"

- and -

RICE CONSTRUCTION CO., LIMITED a company  
incorporated under the laws of the Province  
of Ontario

hereinafter referred to as "Rice"

- and -

CAVALLO HOLDINGS LIMITED, a company  
incorporated under the laws of the Province  
of Ontario

hereinafter referred to as "Cavallo"

WHEREAS by a deed registered in the Land Registry Office for  
the Registry Division of Peel (No. 43) on the 20th day of October,  
1981 as Instrument Number 593638, Rice conveyed to the City the lands  
set out in Schedule A to this Agreement, reserving a right-of-way over  
the said lands for the purposes of ingress and egress until such time  
as the said lands are established as a public highway,

AND WHEREAS by a deed registered in the Land Registry Office  
for the Registry Division of Peel (No. 43) on the        day of        ,  
1982 as Instrument No. 624302 Cavallo conveyed to the City the  
lands set out in Schedule B to this Agreement, reserving a  
right-of-way over the said lands for the purposes of ingress and  
egress until such time as the said lands are established as a public  
highway.

NOW THEREFORE the Parties hereby agree as follows:

1. In consideration of the sum of Two Dollars (\$2.00), receipt of which is hereby acknowledged, the City hereby grants Rice a licence to cross over the lands described in Schedule B hereto, and the City hereby grants Cavallo a licence to cross over the lands described in Schedule A hereto.

2. The licences referred to in paragraph 1 shall be for a term of five (5) years commencing on the 1st day of July, 1982. In the event that the lands described in Schedules A and B hereto have not been established as a public highway by the 1st day of July, 1987, the licences referred to in paragraph 1 shall automatically be granted for additional consecutive terms of one (1) year in length, until such time as the said lands are established as a public highway, and all other terms of this Agreement shall continue to apply.

3. In the event that the said lands are established as a public highway prior to the 1st day of July, 1987, the licences granted are revoked and this Agreement ceases to have effect as of the date of the passing of the by-law establishing the said lands as a public highway.

4. The City shall on behalf of Rice and Cavallo maintain the private roadway over the lands saving and excepting winter snow removal, sanding and salting. The parties hereby agree that such maintenance by the City shall not have the effect of making the private roadway over the lands a public highway.

5. Rice on behalf of the parties shall undertake snow removal, sanding and salting of the private roadway over the ~~said~~ lands, and shall use its best efforts to keep the private roadway open and accessible at all times.

*U.C.C. - described in Schedule A*  
*my*  
*for*

6. In consideration of the City undertaking responsibility for the maintenance of the private roadway, Cavallo agrees to pay the City the sum of Seven Hundred and Fifty Dollars (\$750.00) a year for each year this agreement remains in effect. Payment shall be made on or before the first day of November in any year this agreement is in effect, with the first payment under this agreement to be made on or before the 1st day of November, 1982.

7. In consideration of Rice undertaking responsibility for snow removal, sanding and salting of the said private roadway, the City agrees to pay Rice the sum of Seven Hundred and Fifty (\$750.00) per year for each year this agreement remains in effect. Payments in any year the agreement is in effect shall be made on or before the first day of November, with the first payment under this agreement to be made on or before the first day of November, 1982.

8. In the event that Rice fails to perform its duties as set out in paragraph 5, the City shall have the right to perform the work and recover from Rice any costs incurred by it in the performance of the work. In exercising its rights to recover its costs from Rice, the City may set off any amount owed to it under this paragraph against any amount owed by it to Rice under paragraph 6. The City shall give to Rice one week's written notice before exercising its rights under this paragraph.

9. In the event that Cavallo fails to pay the City the amounts required by paragraph 6, the City shall have the right to revoke Cavallo's licence, and block access from the Cavallo lands onto the private roadway.

10. Both Rice and Cavallo agree to release and forever discharge the City from any and all claims which might arise out of the use of the private roadway by Rice and Cavallo and their respective tenants, employees and invitees.

11. Cavallo shall be permitted to construct three driveways at locations agreed to by the Commissioner of Public Works for the City for the purpose of providing access to the ~~said lands~~ <sup>private roadway</sup>. Said driveways shall be constructed on lands owned by Cavallo as described in a deed registered in the Land Registry Office for the Registry Division of Peel (No. 43) as Instrument No. 424832.

12. In the event that access from the private roadway to Highway #7 is blocked by reason of an accident or other emergency situation, Rice and its tenants shall be permitted temporary emergency access across Cavallo's lands.

13. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the Parties.

IN WITNESS WHEREOF the Parties have hereunto caused to be affixed their corporate seals under the hands of their respective signing officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON

Kenneth G. Whillans  
~~James E. ...~~ Mayor  
Kenneth G. Whillans,

Ralph A. Everett  
Ralph A. Everett, Clerk

RICE CONSTRUCTION CO. LIMITED

per M. C. Rice  
Per Lawrence Rice

CAVALLO HOLDINGS LIMITED

Jesse Cavallo  
President

J. Cavallo  
Secretary-Treasurer

APPROVED AS TO FORM  
LAW DEPT.  
BRAMPTON  
WCC  
DATE 2/4/82

SCHEDULE A

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 Township of Chinguacousy, in the County of Peel), and Province of Ontario, and being composed of Part of Lot 11, Concession 1, West of Hurontario Street, being designated as PARTS 1, 2 and 3, on a Plan of Survey deposited in the Land Registry Office for the Registry Division of Peel (No..43) as Number 43R-7791;

SUBJECT TO an easement in favour of the Regional Municipality of Peel over Part of Lot 11, Concession 1, West of Hurontario Street, designated as Parts 1 and 3 on said Plan 43R-7791, for the purposes as set out in Instrument Number 424069.

SCHEDULE B

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 the Township of Chinguacousy, in the Regional Municipality of Peel (formerly the County of Peel) and being composed of part of the east half of Lot 11 in the First Concession West of Hurontario Street in the said City of Brampton (formerly the Township of Chinguacousy) and which said parcel is shown designated as Parts 1 and 2 on a Plan of Survey deposited in the said Registry Office as Plan 43R-9856.

DATED: *October 28, 1982*

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BETWEEN:

THE CORPORATION OF THE CITY OF  
BRAMPTON

- and -

RICE CONSTRUCTION CO., LIMITED

- and -

CAVALLO HOLDINGS LIMITED

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A G R E E M E N T

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Law Department,  
The Corporation of the City  
of Brampton,  
150 Central Park Drive,  
Brampton, Ontario.  
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WCC:kh