



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

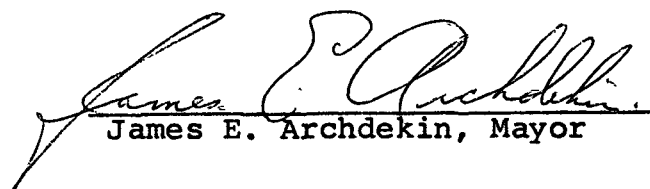
Number 273-77

A By-law to authorize an Agreement between Robert John Ireland and Vincent R. Di Tursi and The Corporation of the City of Brampton, The Regional Municipality of Peel and Wynwell Investments Limited, Nel-Val Holdings Limited, Wesley & Anna Bodrug and D.C.N. Properties Inc.

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 Robert John Ireland and Vincent R. Di Tursi and The Corporation of the City of Brampton, The Regional Municipality of Peel and Wynwell Investments Limited, Nel-Val Holdings Limited, Wesley & Anna Bodrug and D.C.N. Properties Inc., attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of October, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

The Registry Act

DECLARATION UNDER SECTION 23 OF THE ACT

I, LASZLO C. PANDY-SZEKERES

of the

City of Brampton

, do solemnly

declare that I am the solicitor for a party to an agreement dated 11 October 1977, made between

ROBERT JOHN IRELAND and VINCENT R. DI TURSI, THE CORPORATION OF THE CITY OF BRAMPTON, THE REGIONAL MUNICIPALITY OF PEEL, WYNWELL INVESTMENTS LIMITED, NEL-VAL HOLDINGS LIMITED, WESLEY

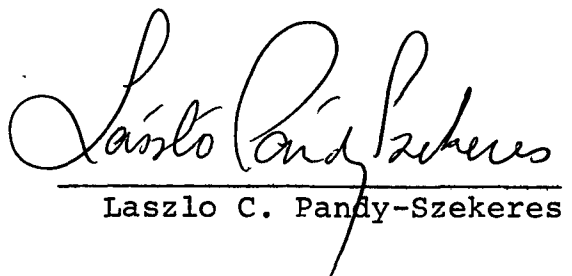
and ANNA BODRUG and D.C.N. PROPERTIES INC., WHICH DID NOT CONTAIN A LEGAL DESCRIPTION AND which affects the following lands:

The lands situated in the City of Brampton, in the Regional Municipality of Peel, (formerly in the Township of Chinguacousy, in the County of Peel), being composed of that part of the west half of Lot 14, in the Fourth Concession West of Hurontario Street more particularly described in Schedule B attached hereto.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me at the
City of Brampton
in the Regional
Municipality
of Peel
this 16th day of March,
1979.

A Commissioner, etc.


Laszlo C. Pandy-Szekeres

SCHEDULE B

The lands situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel), being composed of that part of the west half of Lot 14, in the Fourth Concession West of Hurontario Street more particularly described as follows:

PREMISING that the northeasterly limit of the allowance for road between Concessions 4 and 5 West of Hurontario Street, as shown on a Plan of Survey by W.H. Carr, O.L.S. dated April 23rd, 1969, bears North 44 degrees 31 minutes 40 seconds West, and relating all bearings herein thereto;

COMMENCING at a point in a line drawn parallel to the northeasterly limit of the allowance for road between Concessions 4 and 5 West of Hurontario Street, as widened by Township of Chinguacousy By-law No. 5-70 and registered in the Registry Office for the Registry Division of Peel (No. 43) as No. 152913VS and distant 7 feet northeasterly therefrom measured at right angles thereto, and which point of commencement is distant 1485.03 feet measured south 44 degrees 31 minutes 40 seconds East along said line so drawn parallel, from an angle therein, and which said angle is distant 8.56 feet measured south 44 degrees 36 minutes East along said line so drawn parallel from its intersection with the existing northwesterly limit of the west half of said Lot 14, and which said intersection is distant 17.13 feet measured northeasterly along said existing northwesterly limit of the west half of said Lot 14, from the most westerly angle thereof;

THENCE NORTH 38 degrees 45 minutes 10 seconds East, 2204.30 feet more or less to the existing division line between the east and west halves of said Lot 14;

THENCE SOUTH 44 degrees 29 minutes East, and being along said existing division line between the east and west halves of said Lot 14, 37.36 feet to an angle therein;

THENCE SOUTH 44 degrees 17 minutes 40 seconds East, and continuing along said existing division line between the east and west halves of said Lot 14, 454.57 feet to the most easterly angle of the west half of said Lot 14;

THENCE SOUTH 38 degrees 05 minutes 30 seconds West, and being along the existing southeasterly limit of the west half of said Lot 14, 332.06 feet to an angle therein;

THENCE SOUTH 38 degrees 07 minutes 10 seconds West, and continuing along the last mentioned limit, 494.19 feet to another angle therein;

THENCE SOUTH 37 degrees 59 minutes 55 seconds West and continuing along the last mentioned limit, 469.34 feet to another angle therein;

THENCE SOUTH 37 degrees 58 minutes 40 seconds West, and continuing along the last mentioned limit, 480.11 feet to another angle therein;

THENCE SOUTH 38 degrees 13 minutes 35 seconds West, and continuing along said existing southeasterly limit of the west half of said Lot 14, 429.95 feet more or less to said line so drawn parallel to said limit of said road allowance as widened aforesaid;

THENCE NORTH 44 degrees 31 minutes 40 seconds West and being along said line so drawn parallel 517.90 feet more or less, to the point of commencement.

The above described parcel of land contains by admeasurement 25.364 acres more or less and is further shown in bold outline as Part 4 on a print of a Plan of Survey prepared by C. Peat, Ontario Land Surveyor, dated October 3rd, 1972 and revised October 23rd, 1972.

MEMORANDUM OF AGREEMENT made in duplicate this 11th
day of October , 1977.

B E T W E E N :

ROBERT JOHN IRELAND and VINCENT R. DI TURSI

hereinafter called the 'Owners'

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

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D WYNWELL INVESTMENTS LIMITED as first mortgagee, NEL-VAL
HOLDINGS LIMITED and WESLEY and ANNA BODRUG, as second
mortgagees, and D.C.N. PROPERTIES INC., as third mortgagee

hereinafter called the 'Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that he is the Owner of
the lands shown on Schedule "A" annexed hereto and further
warrants that the Mortgagees 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 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 east side of Mississauga Road in the City of Brampton and being described as Part of the West Half of Lot 14, Concession 4, West of Hurontario Street and 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 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.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

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. The Owner agrees to pave the portion of the driveway lying within two hundred (200) feet of the easterly limit of Mississauga Road as widened and the Owner agrees that all other driveways and parking areas as shown on Schedule "A" shall be developed and maintained with a dust-free surface material 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. The Owner agrees that all work required by this paragraph shall be completed within one (1) year of the date on which the new use to be permitted on the lands commences.

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

4. 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, its agents, servants, employees, subcontractors or material suppliers.

5. 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 Owner 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.

6. Detailed grading, building and landscaping plans for the lands shown on Schedule "A" will be filed by the Owner and be subject to the approval of the City Engineer, Director of Parks & Recreation and the Building and Zoning Co-ordinator prior to the issuance of a building permit. The Owner shall grass, 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 & 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 for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscape plan including the boulevard area along Mississauga Road 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 & Recreation of the City of Brampton within twelve months following the commencement of any new use of the lands shown on Schedule "A". The Owner agrees that the said landscaping plan shall include berming and tree planting in accordance with the requirements of the Director of Parks & Recreation.

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

OTHER APPROVALS

8. 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 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.

9. 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 such payments as the said authority shall require. The City shall not 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

10. 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.

11. 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 required to be performed on public property 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.

12. 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, an amount equal to four per cent (4%) of the total cost of the works required to be performed on public property by this agreement to a maximum of Three Thousand, Five Hundred Dollars (\$3,500.00) where the total cost of the work is less than One Hundred Thousand Dollars (\$100,000.00); three and a half per cent (3½%) to a maximum of Fifteen Thousand Dollars (\$15,000.00) of the cost of the works between One Hundred Thousand Dollars (\$100,000.00) and Five Hundred Thousand Dollars (\$500,000.00); and three per cent (3%) of the cost of the works in excess of Five Hundred Thousand (\$500,000.00). The minimum charge under this paragraph shall be Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

GENERAL

- 13. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all the by-laws of the City of Brampton.
- 14. 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.
- 16. The Owner agrees to convey to the City of Brampton a road widening along the frontage of the lands on Mississauga Road of a sufficient depth to provide a sixty foot (60'0") right-of-way width from the centre line of Mississauga Road. The Owner agrees to convey the said road widening free and clear of all encumbrances and the Owner agrees to be responsible for all costs of surveys, reference plans, and deeds necessary to accomplish the said conveyance and the Owner agrees that deeds for the said conveyance in a form satisfactory to the City Solicitor shall be deposited with the City prior to the commencement of any new use on the lands shown on Schedule "A".

17.

The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

18.

The covenants, agreements, conditions and undertakings herein contained on the part of the Owner 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.

19.

The Owner agrees that this agreement may be registered against Part of the West Half of Lot 14, Concession 4, W.H.S.

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 AND DELIVERED IN THE PRESENCE OF

[Signature]

[Signature]
ROBERT JOHN IRELAND

[Signature]
VINCENT R. DI TURSI

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR

[Signature]
KENNETH R. RICHARDSON CLERK

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
Chairman

[Signature]
Clerk
WYNWELL INVESTMENTS LIMITED

Per: *[Signature]*
Authorized signing officer

AUTHORIZATION BY-LAW
NUMBER 196-77
PASSED BY THE REGIONAL
COUNCIL ON THE 10
DAY OF November, 1977

SIGNED, SEALED AND)
DELIVERED IN THE)
PRESENCE OF)

*Karen Maddison)
as to the signature)
of Wesley Bodrug)*

*Melba L. Stadler as to)
the signature of)
Anna Bodrug.*

NEL-VAL HOLDINGS LIMITED

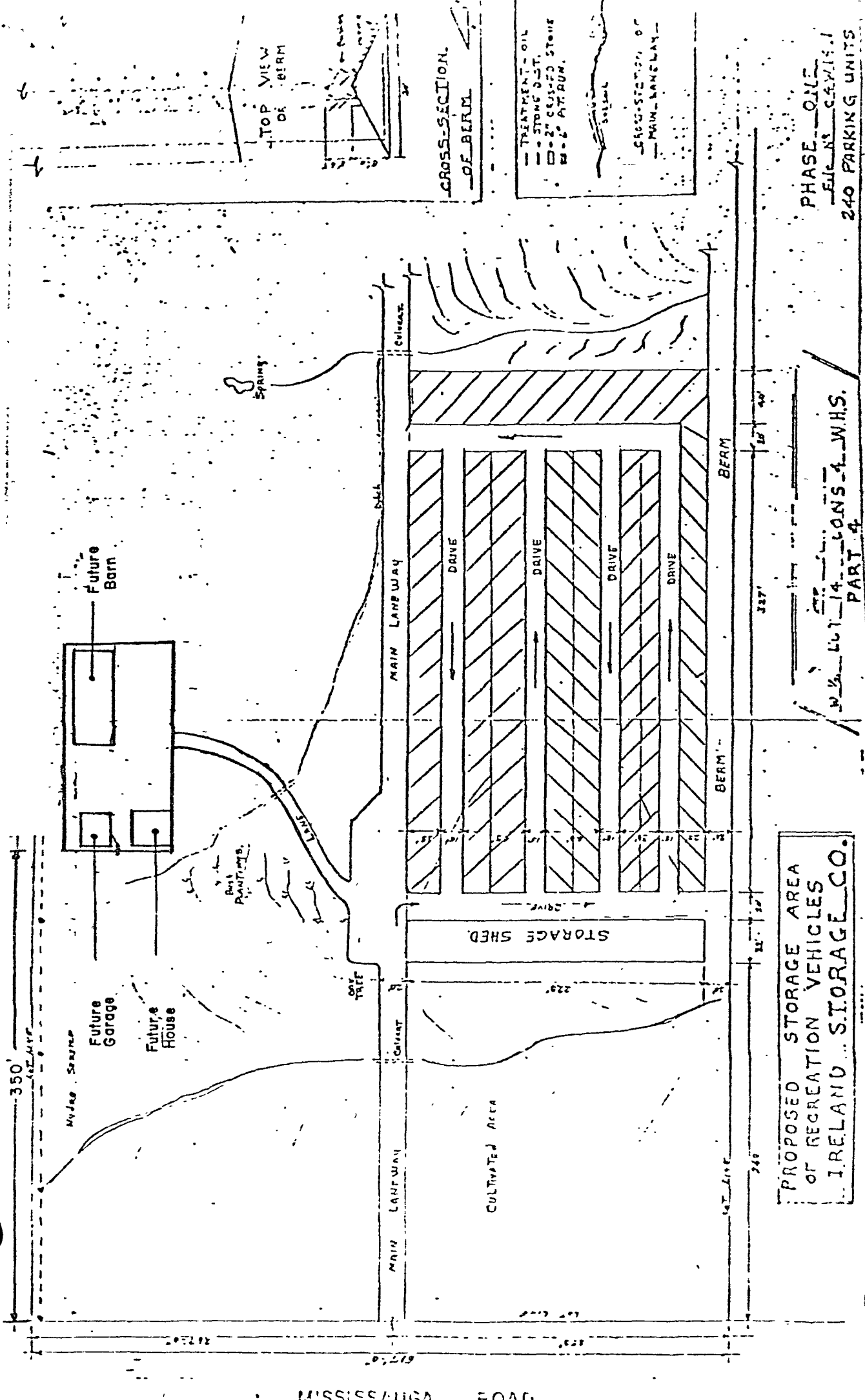
Per: *M. J. [unclear]*

Wesley Bodrug
WESLEY BODRUG

Anna Bodrug
ANNA BODRUG

D.C.N. PROPERTIES INC.

Per: (SEC. TRES.) *Dennis [unclear]*

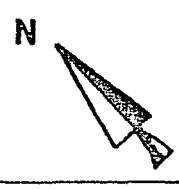
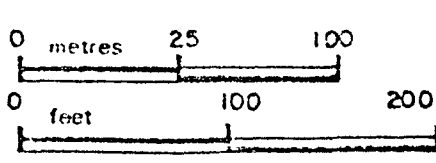


PHASE ONE
 EUB N° C4W14.1
 240 PARKING UNITS

W. 14 LUT 14 LIONS A. W.H.S.
 PART 4

PROPOSED STORAGE AREA
 OF RECREATION VEHICLES
 IRELAND STORAGE CO.

MISSISSAUGA ROAD

Application	ROBERT IRELAND			Drawn	b.k.
	Legend	<p><u>SITE PLAN</u></p>		Scale	
Date				Sept. 23, 1977	
File No.				C4W14.1	
				Dwg. No.	A
				CITY OF BRAMPTON PLANNING DEPARTMENT	

AFFIDAVIT OF SUBSCRIBING WITNESS

I, DONALD E. SEEBACK
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 Brampton by Robert John Ireland and Vincent R. Di Tursi

*See footnote

*See footnote

I verily believe that each 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 22nd day of September 1977

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

* 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

WE ROBERT JOHN IRELAND and VINCENT R. DI TURSI
of the City of Brampton
in the Regional Municipality of Peel

* If attorney see footnote

make oath and say When we executed the attached instrument,

WE were at least eighteen years old.

I was ~~married / divorced / widower~~

~~was my wife / husband~~

~~We were married to each other~~

We held the land as ~~Joint Tenants / Trustees~~ / Partnership Property

Resident of Canada, etc

(SEVERALLY) SWORN before me at the City
of Brampton in the Regional
Municipality of Peel
this 22nd day of September 1977

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

ROBERT JOHN IRELAND

VINCENT R. DI TURSI

* 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"

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ~~HOLMES-RICHARDSON-MATHESON~~ **MELBA C. STADLER**

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 Brampton by ~~Wesley Bodrug and~~ Anna Bodrug

*See footnote

*See footnote

I verily believe that each 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 20th day of September 1977

Melba C. Stadler

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* 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, ~~Wesley Bodrug and~~ ANNA BODRUG

of the City of Brampton
in the Regional Municipality of Peel

* If attorney see footnote

make oath and say When ~~we~~I executed the attached instrument,

I was ~~seventeen~~ at least eighteen years old

I was --- married / divorced / widower

~~--- was my wife / husband ---~~

Wesley Bodrug was my husband and he was at least eighteen years old.

~~We were married as co-owners~~

We held the land as joint tenants / trustees / Partnership Property

Strike out inapplicable lines

Resident of Canada, etc

(SEVERALLY) SWORN before me at the City

of Brampton in the Regional Municipality of Peel

this 20th day of September 1977

~~Wesley Bodrug~~

Anna Bodrug
ANNA BODRUG

Melba C. Stadler

A COMMISSIONER FOR TAKING AFFIDAVITS ETC
MELBA C. STADLER, a Commissioner, etc.,
Judicial District of Peel, for Holmes A.
Matheson Barrister, Expires February 19, 1978

* 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"

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **KAREN MADDISON**
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 **Brampton** by **Wesley Bodrug**

*See footnote

*See footnote

I verily believe that each 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 **20** day of **September** 19 **77**

} *Karen Maddison*

[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* 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)"

For place of residence insert appropriate County, District, Regional Municipality, etc.

AFFIDAVIT OF SUBSCRIBING WITNESS

I,
of the
in the make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at by

*See footnote

*See footnote

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

SWORN before me at the
in the
this day of 19

}

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* 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)"

DATED: 11 Oct 1977

No. 508763
Registry Division of Peel (No. 43).
I CERTIFY that this instrument is registered as of

1071 113 12 PM 2 32

In The Land
Registry Office
at Brampton,
Ontario.

Nera Porter
LAND REGISTRAR

R. J. IRELAND

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, ONTARIO,
L6V 1A4~~

JOHN G. METRAS
City Solicitor
CITY OF BRAMPTON
24 QUEEN ST. E.
BRAMPTON, ONT. L6V 1A4

PASSED October 11 1977



BY-LAW

No. 273-77