



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

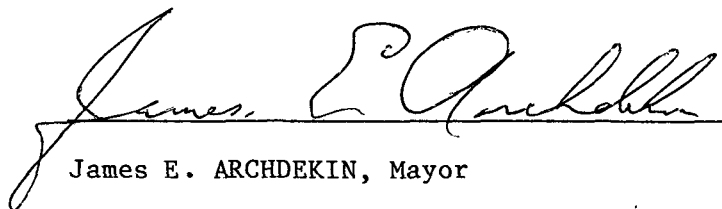
Number 64-81

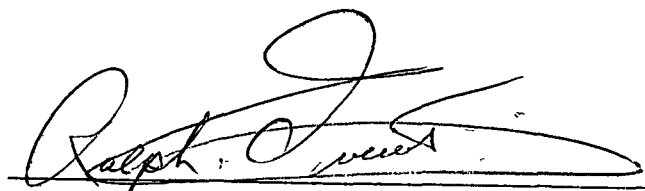
To authorize the execution of a
subdivision agreement with Oneida
Properties

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

1. The Mayor and the Clerk are hereby authorized to execute a subdivision agreement dated 1981 03 16 between Liam Realties Limited and Queen's Square Building Limited, carrying on business under the firm name and style of ONEIDA PROPERTIES, The Corporation of the City of Brampton and The Regional Municipality of Peel, and all other documents approved by the City Solicitor required to implement the provisions of this agreement and the conditions of draft approval of this subdivision.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 16th day of March, 1981.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

The Land Titles Act - Section 78

APPLICATION TO REGISTER
NOTICE OF AN AGREEMENT

TO THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF PEEL (NO. 43):

THE CORPORATION OF THE CITY OF BRAMPTON,

being interested in the land entered
G-1, as to PART 1 on plan 432-8776, and
as parcels PLAN-1, as to part of Block U, being PARTS 7 and 8
in the Register for Section M-269 on plan 432-8776

of which Liam Realties Limited and Queen's Square Building
Limited, carrying on business as Oneida Properties
is the registered owner, hereby applies to have

Notice of an Agreement dated the 16 day of March
1981, made between LIAM REALTIES LIMITED, QUEEN'S SQUARE
BUILDING LIMITED, carrying on business as ONEIDA PROPERTIES,
THE CORPORATION OF THE CITY OF BRAMPTON and THE REGIONAL
MUNICIPALITY OF PEEL and THE TORONTO-DOMINION BANK

entered on the parcel register.

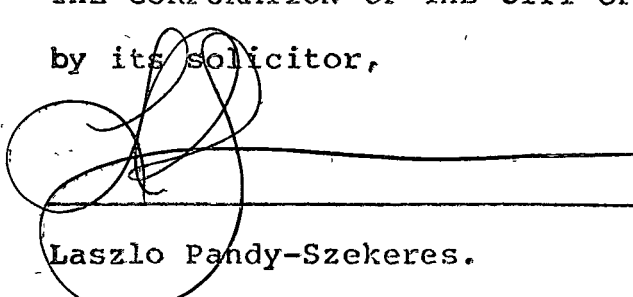
The evidence in support of this application consists of:

1. An executed copy of the said agreement.

This application is not being made for any fraudulent or
improper purpose.

DATED at BRAMPTON, this 26th day of JUNE, 1981

THE CORPORATION OF THE CITY OF BRAMPTON
by its solicitor,


Laszlo Pandya-Szekeres.

MEMORANDUM OF AGREEMENT made in duplicate this

¹⁶ day of MARCH, 1981.

B E T W E E N :

LIAM REALTIES LIMITED and QUEEN'S SQUARE
BUILDING LIMITED, carrying on business under
the firm name and style of ONEIDA PROPERTIES

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

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART

A N D

THE TORONTO-DOMINION BANK

hereinafter called the "Mortgagees"

OF THE FOURTH PART

WHEREAS the purpose of this agreement is to
provide for the construction of public services at the
Owner's expense within a proposed road allowance
hereinafter described and the dedication thereof to the
City;

AND WHEREAS this proposed road allowance
is shown as Parts 1, 2, 3, 7 and 8 on a reference plan
in the Land Registry Office for both the Registry and
Land Titles Divisions of Peel (No. 43) as number 43R-8776
(hereinafter called the "road");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City to the Owner (the receipt whereof is hereby acknowledged) and in consideration of the premises and of the mutual conveyances herein contained, the parties hereby mutually covenant, promise and agree each with the other as follows:

1. The Owner covenants and agrees within thirty (30) days from the execution of this agreement to convey the road to the City free of encumbrances at no cost to the City.
2. The Owner agrees that all of the provisions contained in an agreement made between the Owner and the City and the Region, dated the 8th day of May, 1978 (herein called the "agreement") shall continue in force and shall apply to the works to be installed and constructed pursuant to this Agreement.
3. The Owner further agrees to construct the road and such other public services as may be required by the City Commissioner of Public Works, the City Commissioner of Planning and Development, and the Commissioner of Public Works for the Region. This construction shall be carried out at the Owner's expense under the supervision of and subject to the inspection of the City and Region's

Commissioners of Public Works and it is understood that all of these services shall be constructed and installed according to the specifications contained in the Agreement.

The Owner agrees to pay to the City within thirty (30) days of the execution of this agreement, four per cent (4%) of the costs of the services which are under the jurisdiction of the City and to the Region, four per cent (4%) of the cost of the services which are under the jurisdiction of the Region, all of which costs are to be in accordance with an estimate thereof to be provided by the City Commissioner of Public Works.

5. The Owner agrees to be responsible for maintenance of the said services for the term and in accordance with the Agreement.
6. The Owner agrees, prior to commencement of any part of the whole of the said work, to obtain such approvals as may be necessary from the Region, the City and the Ministry of the Environment.
7. The City covenants and agrees to issue building permits for lands served by the roads upon execution of this agreement subject to the provisions of The Building Code Act, 1974, the zoning by-laws of the City, the provisions contained in the Agreement, and execution of site plan agreements as required by the City.
8. The lands affected by this agreement are described as follows:

The land situated in the City of Brampton, in the Regional Municipality of Peel (formerly in the geographic Township of Toronto, in the County of Peel), being

FIRSTLY: the part of Block G, according to a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as M-269, designated as Part 1 on a reference plan in the said Land Registry Office as number 43R-8776,


SECONDLY: the parts of Block U, according to the said Registered Plan M-269, designated as Parts 7 and 8 on the said reference plan 43R-8776, and

THIRDLY: the part of Lot 14, Concession 3, East, of Hurontario Street, designated as Part 1 on the reference plan in the Land Registry Office for the Registry Division of Peel (No. 43) as number 43R-7722.

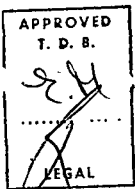
9. This agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf on the day and year first above written.

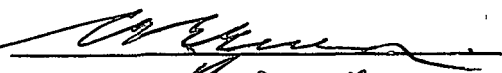
FOR THE TORONTO-DOMINION BANK



ASSISTANT GENERAL MANAGER

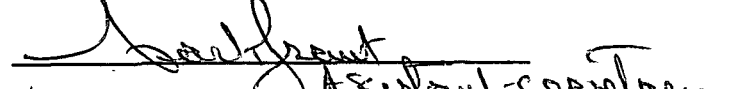


LIAM REALTIES LIMITED



Trustee

QUEEN'S SQUARE BUILDING LIMITED



Assistant Secretary

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW
 NUMBER 64-81
 PASSED BY CITY
 COUNCIL ON THE 16th
 DAY OF MARCH 19 81.

James E. Archdekin
 JAMES E. ARCHDEKIN MAYOR
Ralph A. Everett
 RALPH A. EVERETT CITY CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW
 NUMBER 84-81
 PASSED BY THE REGIONAL
 COUNCIL ON THE 11
 DAY OF June 19 81

Jack [Signature]
 CHAIRMAN
[Signature]
 CLERK.

DUPLICATE

DATED; 16 MARCH 1981

ONEIDA PROPERTIES

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

326297

No: _____ LT:
Land Titles Division of Peel (No. 43)
This instrument received at 9:56 A.M. in the

JUN 26 1981

Land Registry
Office at
Brampton,
Ontario.

D Cannon
LAND REGISTRAR

A G R E E M E N T

CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9

Entered In:
Folio: 2
Parcel: B-1 AND PLAN-1
Section: M-269

[Signature]

MEMORANDUM OF AGREEMENT made in duplicate this

16th day of *MARCH*, 1981.

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BUILDING LIMITED, carrying on business under
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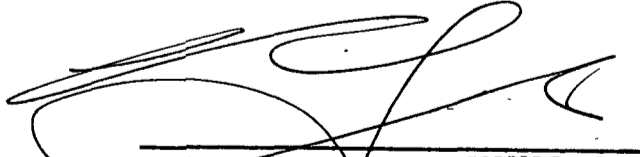
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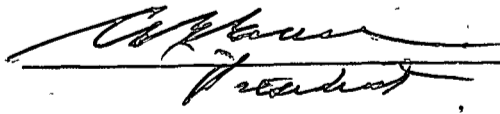
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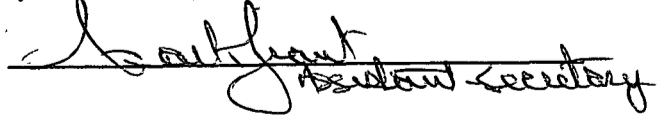
FOR
THE TORONTO-DOMINION BANK


ASSISTANT GENERAL MANAGER

LIAM REALTIES LIMITED



QUEEN'S SQUARE BUILDING LIMITED


Assistant Secretary



AUTHORIZATION BY-LAW
 NUMBER 64-81
 PASSED BY CITY
 COUNCIL ON THE 16th
 DAY OF MARCH 1981

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
 JAMES E. ARCHDEKIN MAYOR
Ralph A. Everett
 RALPH A. EVERETT CITY CLERK

AUTHORIZATION BY-LAW
 NUMBER 84-81
 PASSED BY THE REGIONAL
 COUNCIL ON THE 11
 DAY OF June 1981

THE REGIONAL MUNICIPALITY OF PEEL

Frank J. Bean
 FRANK J. BEAN CHAIRMAN
J. Butler
 J. BUTLER CLERK.

DATED; 16 MARCH 1981

No. 582468
Land Registry Division of Peel (No. 43)
I CERTIFY that this instrument is registered as
of ~~201~~ JUN 26 AM 9 7 in the

ONEIDA PROPERTIES

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

A G R E E M E N T

CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9

Land Registry
Office at
Brampton,
Ontario.

D Cannon
LAND REGISTRAR

PASSED March 16, 19 81



BY-LAW

No. 64-81

To authorize the execution of a
subdivision agreement with Oneida
Properties

 ion of the City of Brampton

