



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

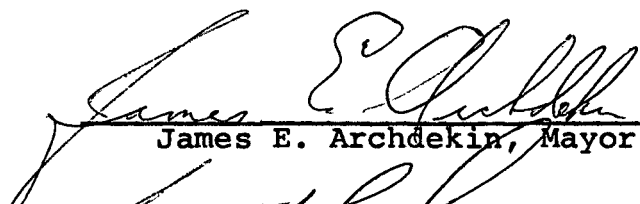
Number 81-77

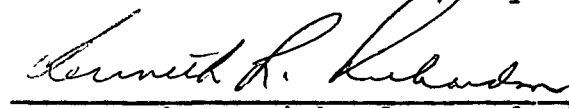
A By-law to authorize the execution of an amending Agreement between Gulf Oil Canada Limited, The Corporation of the City of Brampton and the Regional Municipality of Peel.

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

1. That the Mayor and Clerk are hereby authorized to execute an amending Agreement between Gulf Oil Canada Limited, 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 12<sup>th</sup> day of April, 1977.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

AGREEMENT made this seventh day of April, A.D. 1977

B E T W E E N:

GULF OIL-CANADA LIMITED

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

WHEREAS the parties hereto have entered into an agreement dated the 28th day of February , 1977, herein called "the Agreement", relating to the development of PARTS 1 and 2 on Plan 43R-3732;

AND WHEREAS the parties have agreed to amend the said Agreement to reflect certain concerns of the Region;

AND WHEREAS this agreement is executed for the purpose of effecting such amendments;

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:

1. Paragraph 3. of the Agreement shall be amended by deleting the words "City Engineer" wherever the same may appear in the said paragraph and substituting the words "Region Engineer".
2. Paragraph 10. of the Agreement shall be amended by inserting the word "roadworks" in the sixth line thereof, following the word "lands". Paragraph 10. of the Agreement shall be further amended by inserting the words "that widenings have been granted" following the word "Region" in the eighth line of the said Paragraph 10.

3. Paragraph 16. of the agreement be and the same is hereby deleted and the following substituted therefor:

"The Owner agrees to convey to the Region, free and clear of all encumbrances, that portion of the road widening shown on Schedule "B" as PART 3, which is adjacent to Steeles Avenue. The Owner agrees to convey to the Ministry of Transportation and Communication, free and clear of all encumbrances, that portion of the road widening shown on Schedule "B" as PART 3, which is adjacent to Hurontario Street.

The Owner agrees to convey to the Region, free and clear of all encumbrances and at the Owner's expense, a one foot reserve between the lands described in Schedule "A" and shown on Schedule "B" and Steeles Avenue, except for the portion of the said lands shown on Schedule "C" annexed hereto. The Region agrees to re-convey portions of the said one foot reserve to the Owner when a satisfactory site plan is entered into for the development of the balance of the lands described in Schedule "A", should access to Steeles Avenue be required and approved by the Region.

The Owner agrees to convey to the City, free and clear of all encumbrances and at the Owner's expense, a one foot reserve between the lands described in Schedule "A" and shown on Schedule "B" and Highway No. 10, except for the portion of the said lands shown on Schedule "C" annexed hereto. The City agrees to re-convey the said one foot reserve to the Owner when a satisfactory site plan is entered into for the development of the balance of the lands described in Schedule "A".

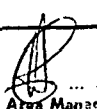


3. Save as herein specifically amended, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the Owner, the City of Brampton and the Regional Municipality of Peel have hereunto caused to be affixed their corporate seal attested to by the hands of their proper officers duly authorized in that behalf.

GULF OIL CANADA LIMITED

Per: L.P. Blaser  
Vice-President

Per: B. Shaw  
Assistant-Secretary

APPROVED
 Area Manager
 Regional Mgr.
 Legal Dept. (H.O.)

THE CORPORATION OF THE CITY OF BRAMPTON

Per: *James E. O'Connell*

Per: *Kenneth R. Richards*

THE REGIONAL MUNICIPALITY OF PEEL

Per: \_\_\_\_\_

Per: \_\_\_\_\_

DATED 7th April 1977

GULF OIL CANADA LIMITED

and

THE CORPORATION OF THE CITY  
OF BRAMPTON

and

THE REGIONAL MUNICIPALITY  
OF PEEL

---

A G R E E M E N T

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LAWRENCE, LAWRENCE, STEVENSON &  
WEBBER,  
Barristers and Solicitors,  
43 Queen Street East,  
Brampton, Ontario.  
L6Y 1L9

PASSED April 12 1977

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