

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NO. 156-75

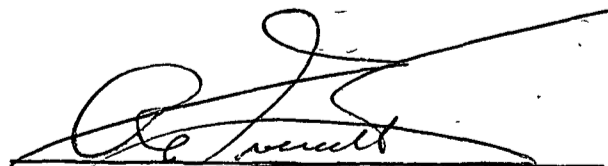
To authorize the execution of an Agreement between the Regional Municipality of Peel, the Hydro Electric Commission of the City of Brampton, and the Corporation of The City of Brampton.

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 the Regional Municipality of Peel, the Hydro Electric Commission of the City of Brampton, and the Corporation of the City of Brampton, (in the form) attached hereto as "Schedule A" subject to those amendments set out in the report of the City Solicitor dated August 22nd, 1975.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN
COUNCIL THIS 25th day of August, 1975.


James E. Archdekin, Mayor


R. A. Everett, Deputy Clerk

MEMORANDUM OF AGREEMENT

B E T W E E N :

THE CORPORATION OF THE CITY
OF BRAMPTON,

hereinafter referred to as
the Vendor;

A N D :

THE REGIONAL MUNICIPALITY
OF PEEL,

hereinafter referred to as
the Purchaser of the
second part;

A N D :

THE HYDRO ELECTRIC COMMISSION
OF THE CITY OF BRAMPTON,

hereinafter referred to as
the Commission of the third
part.

WHEREAS the Commission is a local board of
the Vendor under Section 135 of the Regional Municipality of
Peel Act, 1973.

AND WHEREAS the lands hereinafter described
are used in connection with the Public Utility undertaking of
the Commission.

AND WHEREAS pursuant to Section 37, Sub-
section (1), of the Public Utilities Act, R.S.O. 1970, Chap-
ter 390, the Council of the Vendor is of the opinion that the
lands hereinafter described are no longer required for the
purposes of the City or the Commission.

AND WHEREAS the Vendor has agreed to sell
and the Purchaser has agreed to purchase the said lands on the
terms and conditions hereinafter mentioned.

WITNESSETH that the parties hereto agree as
follows:

1. The purchaser hereby agrees to and with the
vendor to purchase all and singular the lands and premises
situated on the south side of Eastern Avenue, in the City of
Brampton and described as parts 1, 2 and 3 on the plan attached
as Schedule "A" at the price or sum of TWO HUNDRED AND TWELVE

THOUSAND, NINE HUNDRED AND FIFTY (\$212,950.00) DOLLARS, as follows: FIVE THOUSAND (\$5,000.00) DOLLARS to the ~~Commission~~ ^{City} on the date this agreement is signed by the purchaser as a deposit to be held by the ~~Commission~~ ^{City} until completion or other termination of this agreement and to be credited on account of purchase money on closing. The purchaser covenants, promises and agrees to pay the balance of the purchase price by it's cheque to the ~~Commission~~ ^{City} on the closing date hereinafter mentioned, subject to any adjustments provided for herein.

[Handwritten signatures and initials in the right margin]

2. This agreement is conditional upon:
- (a) obtaining by the purchaser of Ontario Municipal Board approval of the requisite borrowing of funds for the purchase price;
 - (b) The obtaining of the approvals of the Ontario Hydro and the Ontario Municipal Board, pursuant to Section 37 of the said Public Utilities Act;
 - (c) any other necessary external approvals required by law upon the application of either the purchaser or vendor.

If any of these conditions are not complied with on the closing date hereinafter stated or as the same may be extended by agreement of the parties this agreement shall be null and void and the deposit shall be returned to the purchaser with out interest.

3. The items listed in Schedule "B" attached hereto shall be included in the sale for the price above mentioned. The Commission shall be entitled to remove all other items including the scales and generator.

4. The purchaser shall accept the title subject to existing registered easements and in particular an easement over the lands shown as part 3 in Schedule "A" attached hereto. The vendor shall be entitled to reserve an easement over, along and upon the lands described as part 1 on Schedule "A" attached hereto for the purposes of the undertaking carried on by the Commission and more particularly to continue the operation of an existing transformer (title to which is not transferred hereby) on the said lands. The vendor agrees to

release to the purchaser the said easement rights when it is no longer required for the said purposes. At the option of the vendor the vendor may retain absolute ownership of the said land shown as part 1 and hereby agree to convey the same in fee simple to the purchaser at no further cost when no longer required.

5. It is a proviso of this agreement that the title is good and free from all encumbrances save as aforesaid; said title to be examined by the purchaser at its own expense and the purchaser is not to call for the production of any title deeds or abstracts of title, proof or evidence of title, or to have furnished any copies thereof, other than those in the vendor's possession, or under its control. Provided that the same have been complied with, the purchaser accepts the property subject to municipal requirements, including building and zoning by-laws, and to restrictions and covenants that run with the land. The purchaser to be allowed Fifteen (15) days from the date on which the vendors sign this agreement to investigate the title at its own expense and if within that time it shall furnish the vendor, in writing, with any valid objection to the title, which the vendor shall be unable or unwilling to remove, and which the purchaser will not waive, this agreement shall be null and void and the deposit money shall be returned to the purchaser without interest. Save as to any valid objection so made within such time the purchaser shall be conclusively deemed to have accepted the title of the vendor to the said lands.

6. This sale is to be completed on or before the first day of August, 1975, on which date, subject to Clause "4", possession of the said lands and premises is to be given to the purchaser by the vendor and the Commission and the Commission shall if so required by the purchaser, join in the conveyance of the title to it.

7. Time shall be in all respects of the essence of this agreement.

8. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement or the real property or supported hereby other than as expressed herein in writing.

9. Until completion of sale, all buildings and equipment on the property shall be and remain at the risk of the vendor and the Commission until closing and the vendor and the Commission will hold all the policies of insurance effected on the property and the proceeds thereof in the trust for the parties hereto, as their interest may appear. In the event of damage to the said buildings and equipment before the completion of this transaction, the purchaser shall have the right to elect to take such proceeds and to complete the purchase or to cancel this agreement, whereupon the purchaser shall be entitled to the return without interest of all moneys theretofore paid on account of this purchase.

10. The purchaser shall be entitled to place its own fire insurance on the property on the closing date.

11. Unearned fuel, taxes, local improvements and water rates are to be proportioned and allowed to date of completion of sale.

12. Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired or upon the Clerk of the Municipality or the Manager of the Commission, as the case may be.

13. Each party is to pay the costs of registration and taxes on its own documents.

IN WITNESS WHEREOF the purchaser has caused its seal to be affixed hereto duly attested by the hands of the persons authorized in that behalf this 22nd day of July, 1975.

THE REGIONAL MUNICIPALITY OF PEEL

L.H. Lamson CHAIRMAN
Richard K. Frost CLERK

IN WITNESS WHEREOF the vendor and the Commission have caused their respective corporate seals to be affixed hereto duly attested by the hands of the persons authorized in that behalf this 28th day of August, 1975.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Gushdorn Mayor
[Signature] Deputy Clerk

THE HYDRO ELECTRIC COMMISSION OF THE CITY OF BRAMPTON

Elmer Pacheco Chairman
[Signature] Manager

CAUTION — THIS PLAN IS NOT A PLAN OF
SUBDIVISION WITHIN THE MEANING OF
SECTION 29, 32 OR 33 OF THE PLANNING ACT

I REQUIRE THIS PLAN
TO BE DEPOSITED
UNDER PART II OF
THE REGISTRY ACT.

DATE, MAY 22, 1975

Gordon S. Good
GORDON S. GOOD
ONTARIO LAND SURVEYOR

RECEIVED AND DEPOSITED
AS PLAN 43R-

DATE _____
TIME _____

VERA PORTER
LAND REGISTRAR FOR THE
REGISTRY DIVISION OF PEEL (43)

PLAN OF SURVEY OF

PART OF BLOCK 'C'

REGISTERED PLAN NUMBER 518

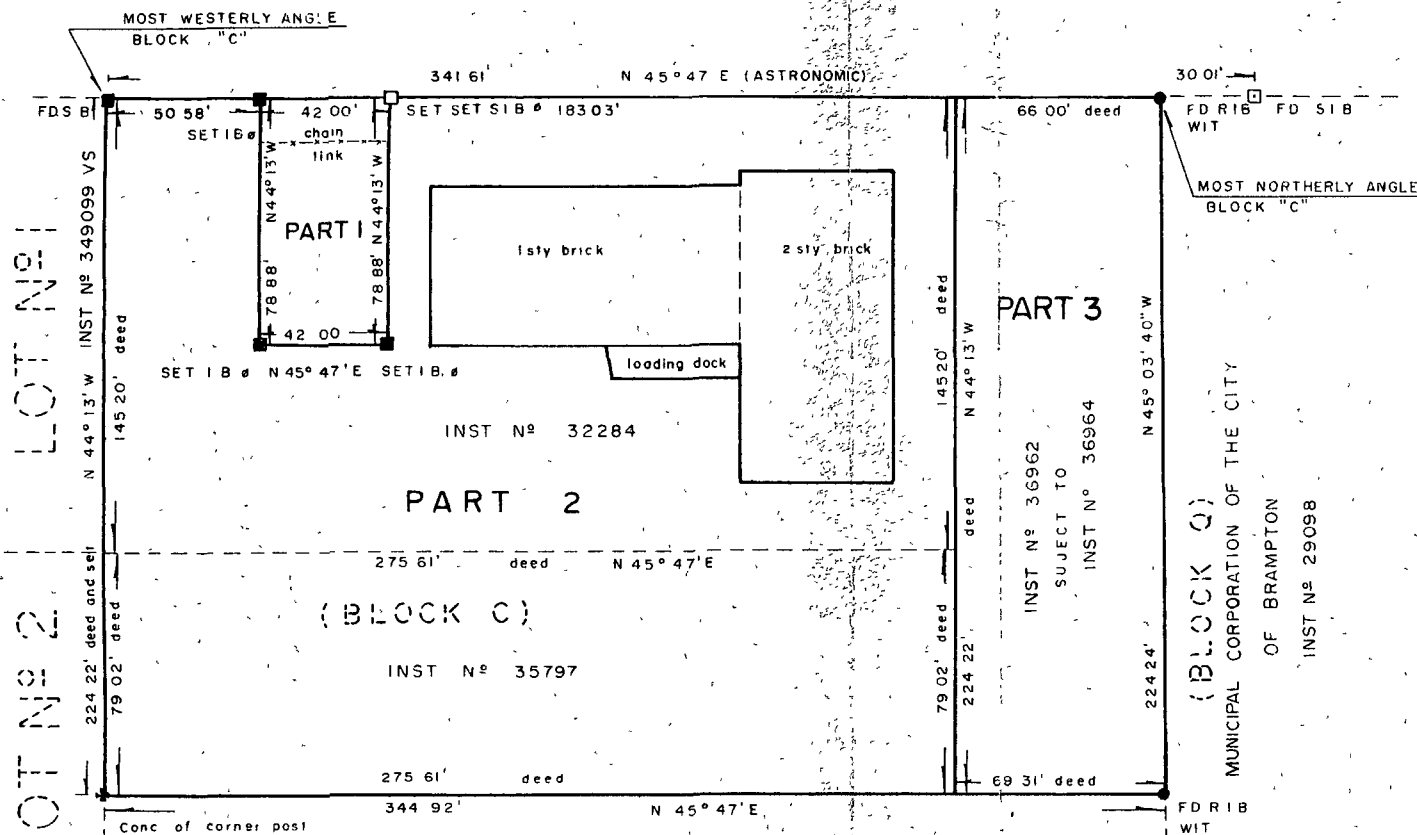
CITY OF BRAMPTON (FORMERLY THE TOWN OF BRAMPTON)

REGIONAL MUNICIPALITY OF PEEL (FORMERLY THE COUNTY OF PEEL)

SCALE 1" = 40'
1975

SCHEDULE "A"

EASTERN AVENUE



REGISTERED PLAN N° 518

INST N° 36963

NOTE

ALL HANGING LINES HAVE BEEN VERIFIED.
10" CHAIN LINK FENCE 0.50' WITHIN BOUNDARIES
OF PART I—UNLESS NOTED OTHERWISE NOTED

◆ RIB DENOTES ROUND IRON BAR
◆ SB DENOTES SUBDIVISION BAR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE
SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE
THEREUNDER
2) THIS SURVEY WAS COMPLETED ON THE 22nd DAY OF MAY, 1975

MAY 22, 1975

Gordon S. Good
GORDON S. GOOD
ONTARIO LAND SURVEYOR

BEARING NOTE

BEARINGS SHOWN HEREON ARE ASTRONOMIC AND ARE
DERIVED FROM REGISTERED PLAN NUMBER 518 AND
ARE REFERRED FROM THE NORTHWESTERLY LIMIT OF
BLOCK C i.e. (N 45° 47' E)

THE HYDRO-ELECTRIC COMMISSION
OF THE CITY OF BRAMPTON

DRAWN BY J. McAULEY

DATE MAY 22, 1975

SCALE 1" = 40'

NUMBER 400-53

SCHEDULE "B"

1. Garage situate upon the lands on skids.
2. Fencing upstairs.
3. Counter in lunch room.

DATED:

THE CORPORATION OF THE CITY
OF BRAMPTON AND THE HYDRO
ELECTRIC COMMISSION OF
THE CITY OF BRAMPTON

- a n d -

THE REGIONAL MUNICIPALITY
OF PEEL

MEMORANDUM OF AGREEMENT

GERALD H. MARSDEN
Barrister and Solicitor
11 Queen Street East
Brampton, Ontario