



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

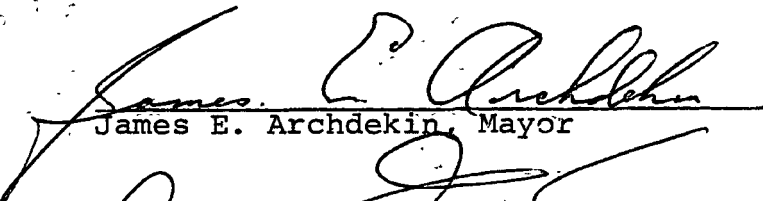
Number 302-81

To authorize execution of an
agreement between Bramalea,
Limited, the City and the Region

The Council of The Corporation of the City of Brampton
HEREBY ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute an agreement dated 1 August 1981 between the City, Bramalea Limited and the Region, relating to the construction and maintenance of two cul-de-sac roads over the parts of Blocks N, O and P on Registered Plan 977 designated as Parts 1 and 3 on reference plan 43R-9147.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 14th day of December, 1981.


James E. Archdekin, Mayor


Ralph A. Everett, Clerk



BY-LAW

No. 302-81

To authorize execution of an agreement
between Bramalea Limited, the City and
the Region.



MEMORANDUM OF AGREEMENT made in duplicate this 1st day
of August, 1981.

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE FIRST PART

A N D

BRAMALEA LIMITED

hereinafter called 'Bramalea'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

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

AND WHEREAS the said proposed road allowance is located
within Registered Plan 977, in the former Township of Chinguacousy,
now in the City of Brampton, and is more particularly described as
Parts 1 and 3 on a reference plan in the Land Registry Office for
the Registry Division of Peel (No. 43), as number 43R-9147 (herein-
after called the "road").

NOW THEREFORE THIS AGREEMENT WITNESSES 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 Bramalea
(the receipt whereof is hereby acknowledged), and in consideration
of the premises and of the mutual covenants herein contained, the
parties hereby mutually covenant, promise and agree each with the
other as follows:

1. Bramalea covenants and agrees to grant the road unto the City free of encumbrances at no cost to the City within thirty (30) days of the execution of this agreement.
2. Bramalea agrees that all of the provisions contained in an agreement made between Bramalea and the Township of Chinguacousy dated the 20th day of November 1972, as amended by an agreement dated the 11th day of March 1974, and known as the Industrial 7 agreement (hereinafter called the "Agreement"), shall continue in force.
3. Bramalea further agrees as soon as possible to commence construction of the road and the installation of public services, including landscaping, boulevard sodding, planting and all other matters referred to in the Agreement and as may be required by the City's Commissioner of Public Works and the Commissioner of Public Works for The Regional Municipality of Peel. Such construction and installation shall be carried out at the sole expense of Bramalea under the supervision and subject to the inspection of the said City's Commissioner and the Regional Commissioner of Public Works, and it is understood that all such services shall be according to specifications contained in the Agreement.
4. Bramalea agrees to pay to the City, within thirty (30) days of the execution of this agreement, three per cent (3%) of the costs of the services which are the City's responsibility, and to the Region, three per cent (3%) of the cost of the services which are the Region's responsibility, all of which costs are to be in accordance with an estimate thereof to be provided by the City's Commissioner of Public Works.
5. Bramalea agrees to be responsible for maintenance of the said services for the term of and in accordance with the Agreement.

6. Bramalea agrees, prior to commencement of any part of any of the work required under this agreement, to obtain such approvals as may be necessary from The Regional Municipality of Peel, 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, and the provisions contained in the Agreement.
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 Township of Chinguacousy, in the County of Peel), and being the parts of Blocks N, O and P, according to a plan of subdivision in the Land Registry Office for the Registry Division of Peel (No. 43) as number 977, designated as Parts 1 and 3 on a reference plan in the said Land Registry Office as number 43R-9147.

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.

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY
 NUMBER 302-81
 PASSED BY COUNCIL ON THE 14th
 DAY OF DECEMBER 81.

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

BRAMALEA LIMITED

Myron Bolton TITLE
Charles + Co TITLE
 Secretaries

THE REGIONAL MUNICIPALITY OF PEEL

CHAIRMAN

CLERK

DATED: August 1st, 1981

THE CORPORATION OF THE CITY OF
BRAMPTON

AND

BRAMALEA LIMITED

AND

THE REGIONAL MUNICIPALITY OF PEEL

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
150 CENTRAL PARK DRIVE
BRAMPTON, ONTARIO
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