



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

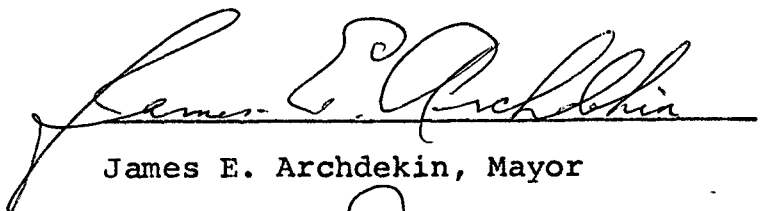
Number 312-79

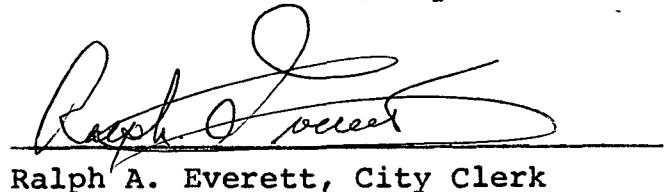
To authorize the execution of an Agreement between Norman Douglas McClure, The Corporation of the City of Brampton and The Regional Municipality of Peel.

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

THAT the Mayor and the Clerk are hereby authorized to execute an Agreement between Norman Douglas McClure, The Corporation of the City of Brampton and The Regional Municipality of Peel attached hereto as Schedule "A" and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of November, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
12th day of November , 1978.

B E T W E E N :

NORMAN DOUGLAS McCLURE

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 Owner has applied to the Land Division Committee for The Regional Municipality of Peel and has been granted a consent to convey and mortgage or charge part of the West Half of Lot 14, Concession 3, West of Hurontario Street, formerly in the Township of Chinguacousy, County of Peel, now in the City of Brampton in The Regional Municipality of Peel, and more particularly described in Schedule 'A' attached hereto, subject to certain conditions;

AND WHEREAS the Owner has applied to the Land Division Committee for The Regional Municipality of Peel and has been granted a consent to convey and mortgage or charge part of the West Half of Lot 13, Concession 3, West of Hurontario Street, formerly in the Township of Chinguacousy, County of Peel, now in the City of Brampton in The Regional Municipality of Peel, and more particularly described in Schedule 'B' attached hereto, subject to certain conditions;

AND WHEREAS the Owner has made representations to the Council of The Corporation of the City of Brampton and the Council of The Regional Municipality of Peel respecting the payment of levies.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City and the Region agreeing to deferring the payments referred to in this agreement, the parties hereto agree with each other as follows:

1. The Owner warrants that he is the registered Owner of Part of the West Half of Lot 14, Concession 3, West of Hurontario Street, in the City of Brampton in the Regional Municipality of Peel, which lands are more particularly described in Schedule 'A' to this agreement, which lands were subject to Application Number 89/77-B of the Land Division Committee for The Regional Municipality of Peel.

2. The Owner warrants that he is the registered Owner of Part of the West Half of Lot 13, Concession 3, West of Hurontario Street, in the City of Brampton in the Regional Municipality of Peel, which lands are more particularly described in Schedule 'B' to this agreement, which lands were subject to Application Number 90/77-B of the Land Division Committee for The Regional Municipality of Peel.

3. The parties hereto acknowledge that Paragraph 2 in each of the Decisions of the Land Division Committee reads as follows:

"Payment of (a) Cash in lieu of 5% parks dedication; (b) Municipal lot levy; (c) Region of Peel lot levy; (d) Mid Arterial Road levy, all with respect to the subject lands, or alternatively that an agreement be entered into with the City of Brampton and Region of Peel, satisfactory to the City of Brampton and Region of Peel Legal Departments, to the effect that the payment noted in (a) (b) (c) and (d) above will be paid at the time and in a manner satisfactory to the City of Brampton and Region of Peel."

4. For those lands described in Schedule 'A' attached hereto and referred to in Land Severance Application B89/77, the Owner agrees to pay and the City and the Region agree to accept the payment of:

- (a) Cash in lieu of 5% parks dedication;
- (b) Municipal lot levy;
- (c) Region of Peel lot levy;
- (d) Mid Arterial Road levy,

respectively at the time of issuance of any residential building permit at the rate then applicable, and the Owner agrees that a residential building permit will not be issued until all of the aforesaid payments are made.

5. For those lands described in Schedule 'B' attached hereto and referred to in Land Severance Application B90/77, the Owner agrees to pay and the City and the Region agree to accept the payment of:

- (a) Cash in lieu of 5% parks dedication;
- (b) Municipal lot levy;
- (c) Region of Peel lot levy;
- (d) Mid Arterial Road levy,

respectively at the time of issuance of any residential building permit at the rate then applicable, and the Owner agrees that a residential building permit will not be issued until all of the aforesaid payments are made.

6. The Owner agrees that this agreement or Notice of this Agreement may be registered against the title to the lands shown on Schedule 'A' and Schedule 'B' annexed hereto.

7. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or the Region of Peel.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto affixed their corporate seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED)

IN THE PRESENCE OF:

[Handwritten signature]

NORMAN DOUGLAS McCLURE

Norman Douglas McClure

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW	
NUMBER	<u>312-79</u>
PASSED BY CITY	
COUNCIL ON THE	<u>12th</u>
DAY OF	<u>NOVEMBER</u> 19 <u>79</u>

James E. Archdekin
 JAMES E. ARCHDEKIN MAYOR

Ralph A. Everett
 RALPH A. EVERETT CLERK

THE REGIONAL MUNICIPALITY OF PEEL

AUTHORIZATION BY-LAW	
NUMBER	<u>241-79</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE	<u>13</u>
DAY OF	<u>December</u> 19 <u>79</u>

Frank Bean
 CHAIRMAN

R. Button
 CLERK

AFFIDAVIT OF SUBSCRIBING WITNESS

I, JACK K. MARTIN
of the City of Brampton
in the Regional Municipality of Peel, Solicitor

make oath and say:

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

*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 24 day of October, 19 79


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)"

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/WE NORMAN DOUGLAS McCLURE
of the City of Brampton
in the Regional Municipality of Peel

* If attorney see footnote

make oath and say: When I executed the attached instrument,

I/WE was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) I was a spouse.
- b) ~~Was or was not a spouse of one or more persons~~
- c) MARION McCLURE was my spouse.

Strike out inapplicable clauses.

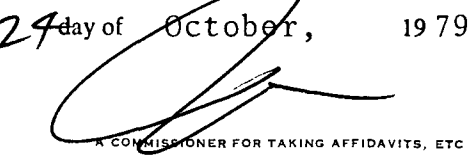
**Not a Matrimonial Home, etc. see footnote.

I am not a non-resident of Canada as defined by Section 116 of The Income Tax Act.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the City
of Brampton, in the Regional
Municipality of Peel

this 27 day of October, 19 79


Norman Douglas McClure
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

*Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she has (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit)

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of Part of the West half of Lot 14, Concession 3, West of Hurontario Street, in the said City of Brampton, and being more particularly described as Part 3 on Reference Plan 43R-7257, registered in the Registry Office for the Registry Division of Peel (No.43). TOGETHER WITH a right-of-way over the said Lot in favour of the Grantee, his heirs, executors, administrators, successors and assigns, on, over, along and upon all or any part of Part 4 on Reference Plan 43R-7257, for all purposes and including but not limited to a right-of-way for the passage and re-passage of persons, vehicles and animals over the said Part 4 on Reference Plan 43R-7257 until such time as the said Part 4 on Reference Plan 43R-7257 is dedicated as a public highway.

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, in the County of Peel) and being composed of Part of the West half of Lot 13, Concession 3, West of Hurontario Street, in the said City of Brampton, and being more particularly described as Part 10 on Reference Plan 43R-7257, registered in the Registry Office for the Registry Division of Peel (No.43). TOGETHER WITH a right-of-way over the said Lot in favour of the Grantee, her heirs, executors, administrators, successors and assigns, on, over, along and upon all or any part of Part 7 on Reference Plan 43R-7257, for all purposes and including but not limited to a right-of-way for the passage and re-passage of persons, vehicles and animals over the said Part 7 on Reference Plan 43R-7257 until such time as the said Part 7 on Reference Plan 43R-7257 is dedicated as a public highway.

DATED: 12 NOVEMBER 1979

No. 541689

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1980 FEB 13 PM 3 27

In The Land
Registry Office
at Brampton,
Ontario.

Nera Forter

LAND REGISTRAR

NORMAN DOUGLAS McCLURE

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

A G R E E M E N T

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

PASSED November 12th 19 79



BY-LAW

No. 312-79

To authorize the execution
of an Agreement between
Norman Douglas McClure, The
Corporation of the City of
Brampton and The Regional
Municipality of Peel.