



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 7-77


A By-law to authorize the execution of
a Deed of Conveyance. (City of Brampton,
Brampton Hydro Commission)

WHEREAS it is deemed necessary to convey from the City
of Brampton, and the Brampton Hydro Commission, certain
lands;

NOW THEREFORE the Council of the Corporation of the City
of Brampton ENACTS as follows:

1. That the Mayor and Clerk are hereby
authorized to affix their signatures
to the indenture attached hereto as
Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 24th day of January, 1977.


Frederick R. Dalzell, Acting
Mayor


Kenneth R. Richardson, Clerk

OFFER TO PURCHASE AGREEMENT OF PURCHASE AND SALE

I/WE T. Campbell Construction Limited, as trustee

~~of the~~ (as purchaser) having inspected the property hereby agree to and with

The Hydro Electric Commission of the City of Brampton

(as vendor), ~~XXXX~~ XXXXXXXXXX

to purchase all and singular the premises situate on the East side of McLaughlin Road

~~XXXX~~ City of Brampton shown outlined in green on a sketch by G. Good dated
May 17, 1971, being part of Lot 6, in Concession 1, W.H.S., signed by the
~~XXXXXX~~ parties for identification (herein called "the real property")

and frontage of about 33 feet more or less more or less, by a depth of about 1306 more or less,
parcel being irregularly shaped

Registered in the Registry Office for the Regional Municipality of Peel

at the price or sum of NINETY-TWO THOUSAND Dollars (\$ 92,000.00)

as follows: One Thousand Dollars (\$ 1,000.00)

cash or certified cheque to the said Agent/Vendor on this date as a deposit to be held in trust pending completion or other termination of this Agreement, and to be credited on account of purchase money on closing, and covenant, promise and agree to pay the balance of the purchase price by certified cheque on closing, subject to adjustment.

The vendor shall be entitled to reserve a right-of-way over the land outlined in brown, on the said sketch, for access to its substation site outlined in red and to reserve an easement over the lands outlined in yellow for the maintenance of its equipment, including poles and overhead wires, accessories and appurtenances now on the lands. The easements shall be in a form as approved by the vendor.

The purchaser will prepare, at its expense, all surveys necessary for the conveyancing called for by this agreement in the form of a reference plan of the entire parcel, including the substation site.

This offer is conditional upon approval being obtained by the vendor for the sale of this property by the Commission from Ontario Hydro and from any other governmental authorities as may be required by law, including, if necessary, the Council of the City of Brampton. The purchaser acknowledges that it is aware of the sewer easement on the property.

This offer is further conditional on the consent to severance of the subject lands by the Land Division Committee of the Region of Peel, including the expiry of the appeal period under the Planning Act and the purchaser will immediately apply for such land severance at its own expense and the vendor will consent and cooperate in such application. The closing date herein specified will be extended for a reasonable time to permit the said consent to be obtained.

This condition and its implementation applies only if such consent is required by law.

This Offer shall be irrevocable by the Purchaser until P.M. on the day of 19 after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and all registered easements minor easements for hydro, gas, telephones ~~XXXX~~ said title to be examined by the Purchaser at his own expense, and the Purchaser not to call for the production of any title deed, act of title, survey, proof or evidence of title, other than those in Vendor's possession or under his control; and provided the same have been complied the Purchaser to accept the property subject to municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, to restrictions and covenants that run with the land.

The Purchaser to be allowed fifteen days from the date of acceptance hereof to investigate the title at his own expense, and if within that time he shall furnish the Vendor in writing with any valid objection to the title ~~XXXX~~ of the property and if no such objection is made within that time, the Purchaser shall be deemed to have accepted the title of the Vendor to the real property, and the Vendor shall be bound by the purchase price and the Vendor shall be liable for any costs or damages. 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 real property.

This Agreement shall be completed on or before the 15 day of December 19 76 on which date vacant possession of the real property is to be given to the Purchaser, ~~XXXX~~ save as aforesaid

Until completion of sale all buildings and equipment on the property shall be and remain at the risk of the Vendor until closing and the Vendor will hold all policies of insurance effected on the property and the proceeds thereof in trust for the parties hereto, as their interests 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 complete the purchase, or cancel this Agreement, whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys theretofore paid on account of this purchase.

Unearned fire insurance premiums, fuel, taxes, interest, rentals and all local improvements and water rates to be proportioned and allowed to the date of completion of sale.

Deed or Transfer to be prepared at the expense of the Vendor on a form acceptable to the Purchaser's solicitor, and if a mortgage is to be given back, same to be prepared at the expense of the Purchaser on a form acceptable to the Vendor and drawn pursuant to The Short Forms of Mortgages Act, Ontario.

The Vendor agrees as follows:
1. That he will, at his own expense, comply with the provisions of The Planning Act, and any amendments thereto.
2. That he will comply with the provisions of The Land Speculation Tax Act, and any amendments thereto.
3. That he will produce evidence that he is not a non-resident of Canada within the meaning of The Income Tax Act, or if he is a non-resident that he will comply with the provisions of Section 116 of the said Act.

The Purchaser agrees to produce evidence that he is not a non-resident of Canada within the meaning of The Land Transfer Tax Act, or if he is a non-resident, to comply with the provisions of the said Act.

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.

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.

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

Each party to pay the costs of registration and taxes on his own documents.

This Offer and its acceptance to be read with all changes of gender or number required by the context.

DATED at Brampton this 16th day of November 1976.

IN WITNESS WHEREOF have hereunto set hand and seal.

SIGNED, SEALED AND DELIVERED In the presence of:

T. CAMPBELL CONSTRUCTION LIMITED

Per: [Signature] (Affix Seal) Purchaser G.D. Fitzhenry - Vice President
Per: [Signature] (Affix Seal) Purchaser RE. Prouse - Secretary-Treasurer

I/WE, hereby accept the above offer and its terms, and covenant, promise and agree to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned, and hereby accept the deposit of \$ out of which the agent hereby authorized to retain commission of per cent of an amount equal to the above mentioned sale price; PROVIDED that no commission shall be payable unless and until this transaction is completed.

DATED at Brampton this day of November 1976.

IN WITNESS WHEREOF have hereunto set

SIGNED, SEALED AND DELIVERED In the presence of:

hand and seal. THE HYDRO ELECTRIC COMMISSION OF THE CITY OF BRAMPTON

Per: [Signature] (Affix Seal) Vendor
Per: [Signature] (Affix Seal) Vendor Manager

I hereby acknowledge receipt of signed copy of this accepted Agreement of Purchase and Sale.

I hereby acknowledge receipt of signed copy of this accepted Agreement of Purchase and Sale.

(Vendor) Date

(Purchaser) Date

(Vendor) Date

(Purchaser) Date

Address:

Address:

Telephone No.

Telephone No.

Vendor's Solicitor

Purchaser's Solicitor

Dye & Durham Co. Limited, 180 Baitley Drive, Toronto

AGREEMENT OF PURCHASE AND SALE

OFFER TO PURCHASE

TO

Dated

19

This Indenture

made (in duplicate) the first day of December
one thousand nine hundred and seventy-six

In Pursuance of The Short Forms of Conveyances Act

Between

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

hereinafter called the Grantors

OF THE FIRST PART;

- and -

hereinafter called the Grantee

OF THE SECOND PART.

Witnesseth that in consideration of other good and valuable
consideration and the sum of TWO -----

-----(\$2.00)----- Dollars
of lawful money of Canada now paid by the said Grantee to the said
Grantors (the receipt whereof is hereby by them acknowledged),
the said Grantors Do th Grant unto the said Grantee in fee simple.

All and Singular th at certain parcel or tract of land and premises
situate lying and being in the City of Brampton, in the Regional
Municipality of Peel and being composed of part of the West
Half of Lot 6, in Concession 1, West of Hurontario Street and
shown as Parts on a plan of survey filed in the
Registry Office for the Registry Division of Peel (No. 43)
and now on record as No. 43R-

To have and to hold unto the said Grantee / ^{its successors and} ~~heirs and~~
assigns, to and for its and their sole and only use for ever. Subject
~~Notwithstanding~~ to the reservations, limitations, provisoes and conditions,
expressed in the original grant thereof from the Crown.

The said Grantors Covenant with the said Grantee That the y
have the right to convey the said lands to the said Grantee notwithstand-
ing any act of the said Grantors .

And that the said Grantee shall have quiet possession of the said lands,
free from all encumbrances.

And the said Grantors Covenant with the said Grantee that they
will execute such further assurances of the said lands as may be requisite.

And the said Grantors Covenant with the said Grantee that they
have done no act to encumber the said lands.

And the said Grantors Release to the said Grantee All their
claims upon the said lands.

In Witness Whereof the said Grantors have caused their
~~the said parties hereto have hereunto set~~
~~their hands and seals~~ respective corporate seals to be affixed
hereto duly attested by the hands of the
persons authorized in that behalf.

~~Signed, Sealed and Delivered~~
IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF BRAMPTON

Per: Richard R. Vail
Mayor

Per: Kenneth L. ...
Clerk

THE HYDRO ELECTRIC COMMISSION OF THE
CITY OF BRAMPTON

Per: _____

Per: _____

IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF
THE LAND SPECULATION TAX ACT, 1974

AFFIDAVIT

I, _____ of the City
(print name)

of Brampton, in the Regional Municipality of Peel
(print address)

MAKE OATH AND SAY THAT:

1. I verily believe that the disposition of designated land evidenced in the attached instrument or writing is exempt from the tax imposed by subsection 1 of section 2 of the above Act by virtue of the disposition being:
a disposition of land by a Municipality

describe nature
of disposition

as provided for by section 4, clause (b), subclause _____, of
the above Act.

2. I am the transferor making the disposition referred to in paragraph 1 hereof.
Since the acquisition of my interest in the designated land that is referred to in paragraph 1 hereof and that is being disposed of to the transferee named in the attached instrument or writing, no disposition with respect to such designated land has occurred prior to the disposition to the said transferee.

delete this
paragraph if
inapplicable

3. I am authorized in writing by the transferor making the disposition referred to in paragraph 1 hereof to make this affidavit.
Since the acquisition of the interest of the transferor in the designated land that is referred to in paragraph 1 hereof and that is being disposed of to the transferee named in the attached instrument or writing, no disposition with respect to such designated land has occurred prior to the disposition to the said transferee.

delete this
paragraph if
inapplicable

Sworn before me at the City
of Brampton
in the Regional Municipality
of Peel
this
day of 19

of the _____ make oath and say.
 in the _____
 I am a subscribing witness to the attached instrument and I was present and saw it executed
 at _____ by _____

*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 _____
 _____ in the _____
 this _____ day of _____ 19 _____

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)".

Amended, Jan. 1975

THE LAND TRANSFER TAX ACT, 1974

AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

by:The Corporation of the City of Brampton and.....
 the Hydro Electric Commission of the City of Brampton.....
 to:

Identify the parties to the conveyance

on the _____ day of _____ 19.....
 I,Gerald H. Marsden.....
 of theCity of Brampton.....
 in theRegional Municipality of Peel.....

MAKE OATH AND SAY THAT:

1. I am the solicitor for the Grantor named in the within (or annexed) conveyance.
2. I have a personal knowledge of the facts stated in this affidavit.
3. (1) The total consideration for this transaction has been allocated as follows:

(a) Land, building, fixtures and goodwill	\$ 92,000.00
(b) Chattels — items of tangible personal property (see note)	\$ nil
TOTAL CONSIDERATION.....	\$ 92,000.00
- (2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

(a) Monies paid in cash	\$ 92,000.00
(b) Property transferred in exchange (Detail Below)	\$ nil
(c) Securities transferred to the value of (Detail Below)	\$ nil
(d) Balances of existing encumbrances with interest owing at date of transfer	\$ nil
(e) Monies secured by mortgage under this transaction	\$ nil
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil
(g) Other (Detail Below)	\$ nil
TOTAL CONSIDERATION (should agree with 3(1) (a) above)	\$ 92,000.00

This affidavit may be made by the purchaser or vendor or by anyone acting for them under power of attorney or by an agent accredited in writing by the purchaser, or vendor or by the solicitor of either of them or by some other person approved by the Minister of Revenue.

All blanks must be filled in.

4. If consideration is nominal, is the transfer for natural love and affection? n/a.....
5. If so, what is the relationship between Grantor and Grantee? n/a.....
6. Other remarks and explanations, if necessary

SWORN before me at the City
 of Brampton, Regional
 Municipality of Peel
 this _____ day of _____ 19 _____

}
 (signature)

A Commissioner, etc.

NOTE TO PARAGRAPH 3(1) (b): Chattels: Retail sales tax is payable on the valuation of items shown in 3(1) (b) unless otherwise exempted under the provisions of The Retail Sales Tax Act, R.S.O. 1970, c 415, as amended.
 For the purpose of this affidavit insert above only the value of chattels, the total value of which in the opinion of the deponent exceeds \$100.00. This does not exonerate a purchaser from the payment of Retail Sales Tax on any tangible personal property as part of this transaction. When chattels are purchased as part of this transaction with a value of less than \$100.00, the applicable tax should be paid by the purchaser to the Treasurer of Ontario and remitted to the Minister of Revenue.

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/WE

of the

in the

make oath and say:

When

executed the attached instrument,

I/WE

at least eighteen years old.

I was

married / divorced / widower.

was my wife / husband.

We were married to each other.

We held the land as Joint Tenants / Trustees / Partnership Property.

* If attorney see footnote

Strike out inapplicable clauses.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the

in the

this

day of

19

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had obtained the age of majority".

Dated December 1st 19 76

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

TO

Address:

Deed of Land

SITUATE

Dye & Durham Co. Limited, 160 Bartley Drive, Toronto

ASSESSMENT ROLL NO.

ADDRESS OF PROPERTY:

Gerald H. Marsden, Q.C.
Barrister and Solicitor
11 Queen St. E.
Brampton, Ontario

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	

January 24 19 77



BY-LAW

No. 7-77

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a Deed of Conveyance. (City of Brampton -
Brampton Hydro Commission)