



THE CORPORATION OF THE CITY OF BRAMPTON

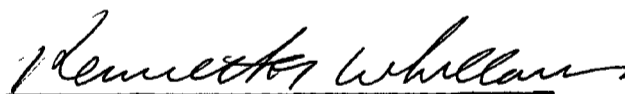
BY-LAW


Number 48-83
To authorize the execution of an
agreement between Major-Oak
Developments Limited and The
Corporation of the City of
Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated February 7, 1983 between Major-Oak Developments Limited and The Corporation of the City of Brampton, 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
7th day of February , 1983.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this 13th day of January, 1983.

BETWEEN:

MAJOR-OAK DEVELOPMENTS LIMITED,
a corporation incorporated under
the laws of the Province of Ontario
(by its court appointed liquidator,
Coopers & Lybrand Limited)

hereinafter called "Major-Oak"

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called "Brampton"

OF THE SECOND PART

WHEREAS Major-Oak is the owner of certain lands and premises being part of registered plan M-165;

AND WHEREAS these lands together with the remainder of registered plan M-165 are subject to a subdivision agreement (the "Agreement") with Brampton and the Regional Municipality of Peel dated the 24th day of March, 1976 relating to the development thereof;

AND WHEREAS to ensure completion of the Agreement Major-Oak has deposited with Brampton certain letters of credit (the "Letters of Credit");

AND WHEREAS Major-Oak has requested Brampton to accept and assume all works constructed by Major-Oak in accordance with the Agreement;

AND WHEREAS Major-Oak has requested Brampton to release the Letters of Credit held by Brampton;

AND WHEREAS certain of the lands and premises owned by Major-Oak and being part of registered plan M-165 are subject to restricted area zoning by-laws of Brampton (which lands

together with adjacent vacant lands also owned by Major-Oak and also being part of registered plan M-165 are hereinafter referred to as the "Zoned Lands");

AND WHEREAS Major-Oak has requested Brampton to repeal the restricted area zoning by laws and to replace the same with such by laws as permit the development of the Zoned Lands as set forth in Schedule A hereto;

AND WHEREAS to facilitate such rezoning a mutual exchange of lands between Brampton and Major Oak is required;

AND WHEREAS Brampton, subject to the terms and conditions hereinafter contained, has agreed to accept and assume all works constructed by Major-Oak in accordance with the Agreement, release the Letters of Credit held by it to Major-Oak, repeal the restricted area zoning by laws and replace the same with such by laws as permit the development of the Zoned Lands and other lands as set forth in Schedule A hereto and to complete various other matters as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Two Dollars (\$2.00) respectively passed by each of the parties hereto to each of the other parties hereto, the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Brampton shall convey to Major-Oak in fee simple, free of all encumbrances certain adjoining lands and premises to the Zoned Lands owned by it and described as parcels 1 and 4 on Schedule B hereto (the "Brampton Exchange Lands") and Major-Oak shall concurrently convey to Brampton in fee simple, free of all encumbrances except as hereinafter provided, part of the Zoned Lands described as parcels 2 and 3 on Schedule B hereto (the "Major-Oak Exchange Lands").
2. This mutual and concurrent exchange of lands between Brampton and Major-Oak shall be completed on the 15th day of March, 1983 (the "Completion Date") with adjustments as of that date with respect to municipal taxes only, such adjustment to be based upon the pro rata share of taxes

owing with respect to the lands exchanged to the lands owned by Major-Oak on Registered Plan M-165 at the date of this Agreement.

3. This mutual and concurrent exchange of lands between Brampton and Major-Oak shall be conditional upon the following;

- (i) Brampton on or before the 8th day of February, 1983 enacting a by-law re-zoning the Zoned Lands and the Brampton Exchange Lands to permit the development set forth in Schedule A hereto and on or before the 15th day of March 1983, the coming into force of such amendments pursuant to the provisions of the Planning Act;

failing which the parties shall extend the date for the satisfaction of this condition together with the Completion Date to a mutually convenient date, such date to be no later than June 30, 1983 and Brampton to use its best efforts to satisfy the condition as soon as possible.

4. It is acknowledged and agreed by the parties hereto that the boundaries of the Brampton Exchange Lands and the Major-Oak Exchange Lands respectively are at the date of this agreement approximate only and that on or before the 1st day of March 1983 Brampton will produce finalized surveys to the satisfaction of Major-Oak and substitute such surveys so as to finalize the boundaries of the Brampton Exchange Lands and the Major-Oak Exchange Lands; provided however that in any event the Brampton Exchange Lands to be recieved by Major-Oak and the balance of the Zoned Lands retained (together being the "Major-Oak Lands") be sufficient to permit the development thereof in accordance with the provisions of Schedule A hereof.

5. Each party will pay its own land registration costs, including land transfer tax, if any, and the City will provide at its expense and register if necessary surveys, legal descriptions and/or

reference plans required by both Major-Oak and Brampton to complete the exchange of lands.

6. Brampton shall terminate Cavalier Court into a cul-de-sac upon the following terms:

- (a) Brampton shall complete at its own expense all of the road work required in constructing the cul-de-sac and shall complete the same on or before the 30th day of June, 1983 provided that Major-Oak its successors and assigns may, after the mutual exchange of land, proceed with construction of dwelling units upon the Major-Oak Lands without delay and notwithstanding the completion or non-completion of such works by Brampton at the time of such construction and further provided that occupancy of such dwelling units shall not be permitted until Brampton has completed such works.

7. In conjunction with the construction of the cul-de-sac Brampton shall:

- (a) install or cause to be installed on Major-Oak's behalf and at Major-Oak's expense at a cost of EIGHT THOUSAND TWO HUNDRED DOLLARS (\$8,200.00) all necessary sanitary sewage works, water works and storm drainage works on Cavalier Court from existing services on Cavalier Court to the lot lines for the dwelling units to be constructed on the Major Oak Lands; and

- (b) install or cause to be installed on Major-Oak's behalf and at Major-Oak's expense at the cost of SEVEN THOUSAND NINE HUNDRED DOLLARS (\$7,900.00) all necessary sanitary sewage works, water works and storm drainage works from the existing services on Rutherford Road to

the lot lines for the dwelling units to be constructed on the Major-Oak Lands. Brampton shall complete the construction of all works referred to in sub-paragraphs and (a) and (b) on or before the 30th day of June, 1983 provided that Major-Oak, its successors or assigns may proceed with the construction of dwelling units upon the Major-Oak Lands without delay and notwithstanding the completion or non-completion of such works by Brampton at the time of such construction and further provided that occupancy of such dwelling units shall not be permitted until Brampton has completed such works.

8. Brampton shall on or before the 15th day of February, 1983 pay to Major-Oak the Levy Credit owing to Major-Oak in accordance with paragraph 39 of the Agreement in the amount of THIRTY-THREE THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS AND TEN CENTS (\$33,379.10) less:

- (i) the sum of ELEVEN THOUSAND EIGHT HUNDRED AND SEVENTY ONE DOLLARS (\$11,871.00) being the final cost of all work necessary to complete to the satisfaction of Brampton the Agreement;
- (ii) the sum of EIGHT THOUSAND TWO HUNDRED DOLLARS (\$8,200.00) being the final cost of constructing services on Cavalier Court pursuant to paragraph 7(a) hereof; and
- (iii) the sum of SEVEN THOUSAND NINE HUNDRED DOLLARS (\$7,900.00) being the final cost to construct the services on Rutherford Road pursuant to paragraph 7(b) hereof.

9. Brampton acknowledges that upon retention of the sums set forth in subparagraphs (i), (ii) and (iii) of paragraph 8 hereof that it will have received in full all monies due and owing to it with respect to the completion of the works (as defined in the Agreement) by Major-Oak under the Agreement, Major-Oak shall have no further responsibility or liabilities with respect to the

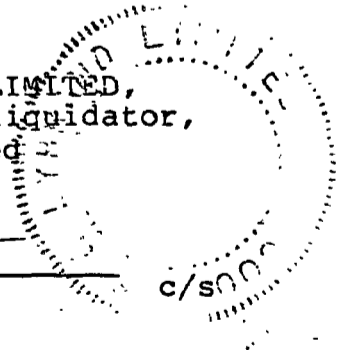
construction of the works required under the Agreement and Brampton shall on or before the 8th day of February, 1983 pass a by-law assuming and accepting all works constructed on the sub-division in accordance with the provisions of the Agreement, and release all Letters of Credit held by Brampton as performance guarantees pursuant to the Agreement.

- 10. The provisions of this Agreement shall not merge on the mutual exchange of Lands.
- 11. It is agreed and understood by the parties hereto that this agreement is conditional upon Coopers & Lybrand Limited obtaining court approval to the terms of the agreement and Brampton City Council approving the terms of this agreement. In the event court approval or council approval is not obtained this agreement shall become null and void and the parties hereto released from their respective obligations.
- 12. Major-Oak agrees that all of the remaining provisions of the Agreement shall apply and continue to apply to the Major-Oak Lands and the Brampton Exchange Lands.
- 13. The provisions of this agreement shall enure to the benefit of and be binding upon the parties hereto their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their seals by the hands of their signing officers duly authorized in that behalf this day of January, 1983.

MAJOR-OAK DEVELOPMENTS LIMITED,
by its court appointed liquidator,
Coopers & Lybrand Limited

[Signature]



THE CORPORATION OF THE CITY OF
BRAMPTON

[Signature]

Kenneth Whillans Mayor

[Signature]

Ralph A. Everett - City Clerk

c/s

AUTHORIZATION BY-LAW.	
NUMBER	<u>48-83</u>
PASSED BY CITY	
COUNCIL ON THE	<u>7th</u>
DAY OF	<u>FEBRUARY</u> 19 <u>83</u> .

SCHEDULE A

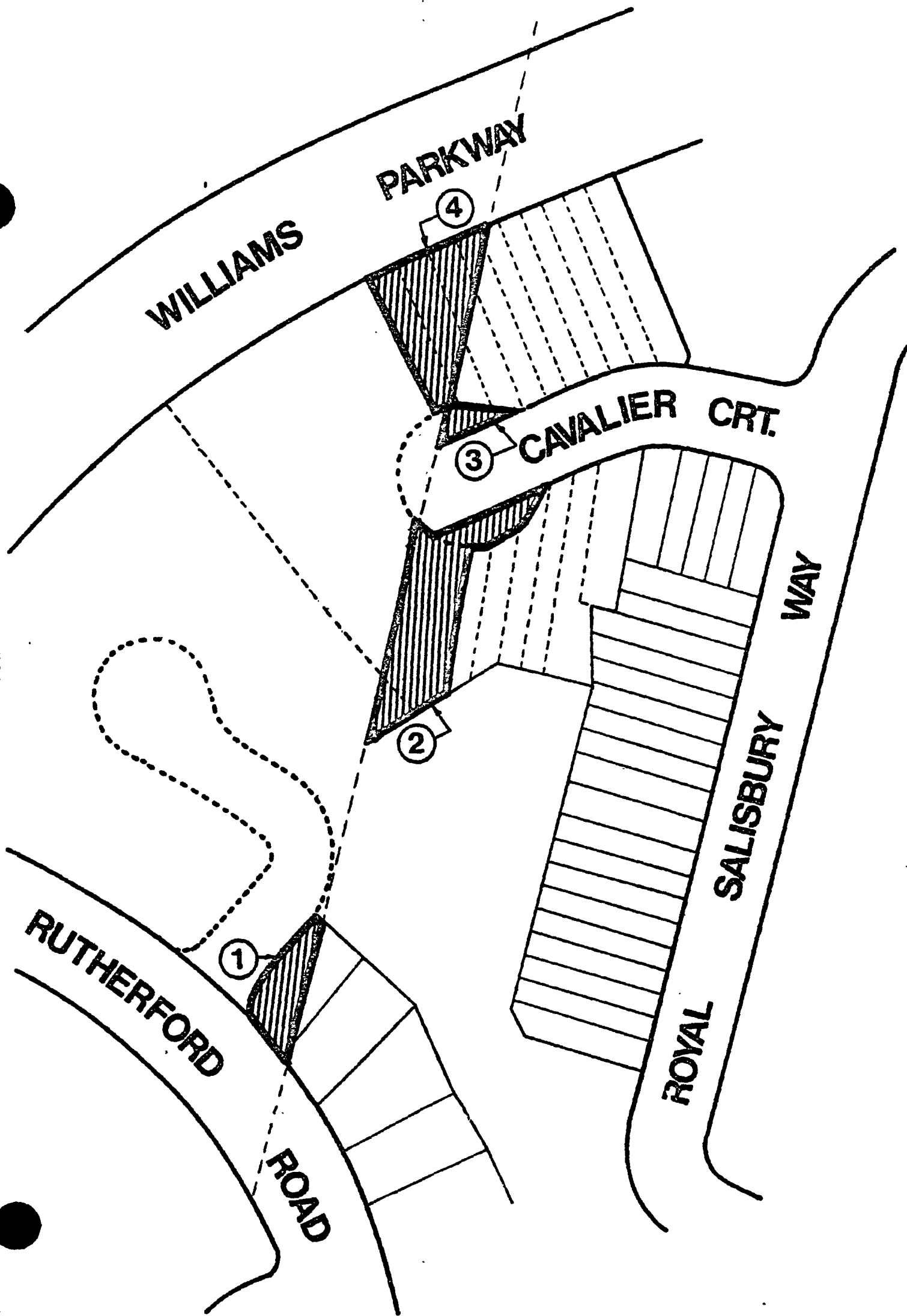
1. Lot 33 on Registered Plan M-165 together with parcel 1 of the Brampton Exchange Lands to be zoned to permit the construction of two single-family detached residential dwellings.

2. The Zoned Lands retained by Major Oak located on the south side of Cavalier Court to be zoned to permit the construction of the following:

- (i) Six single family residential town houses to be composed of one six unit building; or
- (ii) Four single-family detached residential dwellings; or
- (iii) A maximum of two semi-detached single-family residential dwellings.

3. The Zoned Lands retained by Major-Oak and located on the north side of Cavalier Court and parcel 4 of the Brampton Exchange Lands to be zoned to permit the construction of the following:

- (i) Ten single family residential town houses to be composed of two five-unit buildings each; or
- (ii) A combination of single-family detached residential dwellings and semi-detached single-family residential dwellings provided that not more than seven individual dwelling units be constructed.



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CITY OF BRAMPTON
Planning and Development

Date: 83 01 13 Drawn by: RB
File no. Low 308.1 Map no.

DATED: January 13, 1983

MAJOR-OAK DEVELOPMENTS LIMITED
(By its court appointed liquidator
Coopers & Lybrand Limited)

- and -

THE CORPORATION OF THE CITY OF
BRAMPTON

MEMORANDUM OF AGREEMENT

McMillan, Binch,
Barristers & Solicitors
P.O. Box 38, South Tower,
Royal Bank Plaza
Toronto, Ontario
MSJ 2J7