



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

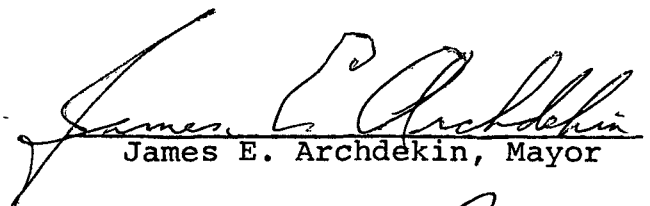
Number 150-77

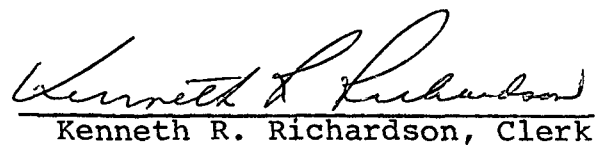
A By-law to authorize the execution of an Agreement between Eileen Theresa Mullin and the Corporation of the City of Brampton.

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 Eileen Theresa Mullin and the Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 13th day of June, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 13th day of June
1977.

B E T W E E N :

EILEEN THERESA MULLIN, of the City of Mississauga,
in the Regional Municipality of Peel

herein called the Party

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON
in the Regional Municipality of Peel

herein called the Party

OF THE SECOND PART

WHEREAS Bramtel Limited has recently applied to the Land Severance Committee of the Regional Municipality of Peel for consent to sever and convey the lands and premises more particularly described in Schedule "A" annexed.

AND WHEREAS it was a condition of such severance being approved that the Party of the First Part do enter into this agreement and cause it to be registered in the appropriate Registry Office therefor.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada to each of the parties paid, receipt whereof is by each of the parties acknowledged, the parties agree as follows:

1. The Party of the First Part does hereby consent and agree that upon registration of a deed to her of the lands described in Schedule "A" annexed that the same shall thereupon be merged with the further lands of hers more particularly described in Schedule "B" annexed to the intent that the two parcels (lands in Schedule "A" and lands in Schedule "B") shall form one parcel and will be owned and used as such; and further that no conveyance of any part of the combined two parcels will be made unless and until an application to the Land Severance Committee therefor has been approved.

2. The aforesaid consent and agreement shall be for the benefit of and binding upon the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF THE parties hereto have hereunto affixed their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

Landra Stain

Eileen Theresa Mullin

Eileen Theresa Mullin

THE CORPORATION OF THE CITY OF
BRAMPTON

PER: _____

James E. Archdale

mayor

Kenneth L. Richardson

clerk

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 Town of Brampton, in the County of Peel) and being composed of part of Lot 4, as shown on a plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Plan 644, and being further shown as Part 1 on a Plan filed for reference as No. 43R-4963.

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 Town of Brampton, County of Peel) and Province of Ontario, and being composed of part of Lot Five as shown on Plan 644 (Brampton) registered in the Registry Office for the Registry Division of Peel (No. 43) the boundaries of which said parcel may more particularly be described as follows and

PREMISING that the south westerly limit of the said lot five has a governing bearing of north 44 degrees 21 minutes 00 seconds west and relating all bearings quoted herein, thereto;

COMMENCING at an iron bar found planted and marking the most westerly angle of the said Lot five;

THENCE south 44 degrees 21 minutes 00 seconds east along the said southwesterly limit of the said Lot five, 50.07 feet to an iron bar planted;

THENCE north 45 degrees 38 minutes 00 seconds east, 300.00 feet more or less, to an iron bar planted in the northeasterly limit of the said Lot Five;

THENCE north 44 degrees 21 minutes 00 seconds west, along the last said limit, 68.84 feet, more or less, to an iron bar found planted marking the most northerly angle of the said Lot five;

THENCE south 42 degrees 03 minutes 00 seconds west along the north westerly limit of the said lot five, 300.51 feet, more or less to the point of commencement.

TOGETHER WITH AND SUBJECT TO reciprocal rights-of-way, being strips of land 15.00 feet in perpendicular width lying on either side and adjacent to the southeasterly limit of the hereinbefore described parcel.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **Sandra Strain**
of the **City of Brampton**
in the **Regional Municipality of Peel, Secretary**

make oath and say

I am a subscribing witness to the attached instrument and I was present and saw it executed

at **Brampton** by **Eileen Theresa Mullin**

*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 **25** day of **May** 19**77**

Sandra Strain

[Signature]

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)"

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/~~WE~~ **Eileen Theresa Mullin**
of the **City of Mississauga**
in the **Regional Municipality of Peel**

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

* If attorney see footnote

I/~~WE~~ ~~was~~ at least eighteen years old

I was married /~~divorced~~/widower
Walter Mullin was my wife / husband

Strike out inapplicable clauses

We were married to each other

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

Resident of Canada, etc

(SEVERALLY) SWORN before me at the **City of Brampton**
in the **Regional Municipality of Peel**
this **25** day of **May** 19**77**

Eileen Theresa Mullin

[Signature]

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 attained the age of majority"

DATED

1977

B E T W E E N :

EILEEN THERESA MULLIN

- and -

THE CORPORATION OF THE CITY OF
BRAMPTON

A G R E E M E N T

PROUSE, FITZHENRY, GASKIN & WALSH
Barristers and Solicitors
20 Nelson Street West
Brampton, Ontario

PASSED June 13 1977



BY-LAW

No 150-77

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of an Agreement between Eileen Theresa
Mullin and the Corporation of the City
of Brampton.