



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

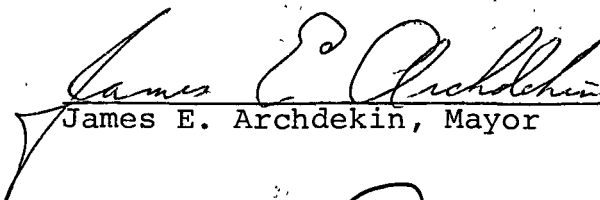
Number 216-79

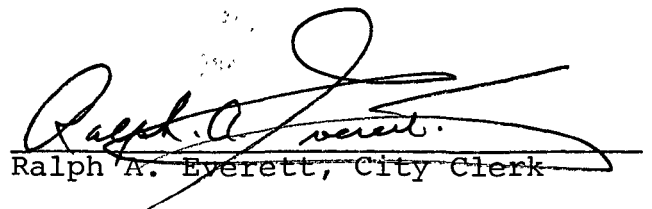
A By-law to authorize the execution of and Agreement between Amex Developments Limited and The Corporation of the City of Brampton.

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 Amex Developments Limited and The Corporation of the City of Brampton, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of August, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, City Clerk

PASSED August 7th 1979



BY-LAW

No. 216-79

A By-law to authorize the execution of and Agreement between Amex Developments Limited and The Corporation of the City of Brampton.

THIS AGREEMENT made in duplicate this 7th day
of AUGUST, 1979

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

AMEX DEVELOPMENTS LIMITED, an Ontario
corporation

hereinafter called 'Amex'

OF THE SECOND PART

WHEREAS Amex is the Owner of the individual lots more particularly described in Column 1 of Schedule "A" attached hereto and the City is the Owner of the individual blocks more particularly described in Column 2 of Schedule "A" attached hereto;

AND WHEREAS the City has agreed to grant to Amex, its successors and assigns, as Owner of the individual lots shown in Column 1 of Schedule "A" attached hereto, the exclusive right to use and occupy individual blocks owned by the City and shown in Column 2 of Schedule "A" subject to the terms of this agreement.

In consideration of the terms and conditions hereinafter contained, and the sum of One Dollar (\$1.00) paid by Amex to the City (the receipt whereof is hereby acknowledged) the parties hereto agree with each other as follows:

1. The City grants to Amex as Owner of each individual lot described in Column 1 of Schedule "A" attached hereto, the exclusive right to use and occupy each individual block described in Column 2 of Schedule "A" attached hereto set out directly opposite to the individual lot described in Column 1 of Schedule "A"

attached hereto as appurtenant to such respective individual lot.

2. Amex, on the sale of each individual lot, or group of lots, referred to in Column 1 of Schedule "A" shall convey to the Purchaser thereof all rights pursuant to this agreement in the Block or Blocks described opposite such lot or group of lots in Column 2 of Schedule "A" to this agreement, and shall obtain a covenant in favour of the City from the Purchaser of such lot or lots that he will be bound by the terms of this agreement with respect to such Block or Blocks and that he will obtain a similar covenant from each subsequent Purchaser. Upon delivery of such covenant to the City, Amex shall be under no further liability pursuant to this agreement with respect to such Block or group of Blocks.

3. This agreement shall be for a term of one (1) year and thereafter shall automatically be renewed from year to year in perpetuity, provided however, in the event that Amex or any subsequent Purchaser shall be in default pursuant to this agreement with respect to any Block or Blocks and shall fail to correct such default within ninety (90) days after notice thereof from the City, the City shall be entitled to terminate this agreement with respect to such Block or Blocks.

4. Amex covenants and agrees with the City with respect to the individual Blocks shown in Column 2 of Schedule "A" attached hereto which it has an exclusive right to use and occupy as follows:

- (a) to maintain the individual Block including all planting, sodding and landscaping situate thereon in accordance with proper horticultural practice to a standard consistent with that of other individual Blocks shown in Column 2 of Schedule "A" attached hereto.

- (b) not to erect or construct any buildings, fences docks or other structures on the individual Blocks;
- (c) not to undertake any planting or landscaping on the individual Blocks or remove any planting, sodding or landscaping from the individual Blocks without the consent in writing of the City;
- (d) to permit the City, its servants, agents, workmen, employees and their vehicles to enter upon the individual Blocks for the purpose of carrying out erosion control work and for repairing, replacing or maintaining any municipal works which now or in the future may be situate on the individual Blocks including planting, sodding and landscaping, provided that the City, in the exercise of its rights pursuant to this paragraph, shall as far as practicable restore the Block to the same condition as prior to the commencement of any work thereon.

5. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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.

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW		
NUMBER	216-79	
PASSED BY CITY		
COUNCIL ON THE	7 th .	
DAY OF	AUGUST	1979.

James E. Archdekin

 JAMES E. ARCHDEKIN MAYOR

Ralph A. Everett

 RALPH A. EVERETT CLERK

AMEX DEVELOPMENTS LIMITED

[Signature]

vice president TITLE

[Signature]

 A.S.O. TITLE

SCHEDULE 'A'

to an

AGREEMENT BETWEEN
THE CORPORATION OF THE CITY OF BRAMPTON
a n d

AMEX DEVELOPMENTS LIMITED

DATED THE 7 DAY OF Aug., 1979

COLUMN 1

Shall have the
exclusive right to
occupy and use

COLUMN 2

LAND OWNED BY AMEX

LAND OWNED BY THE CITY

Lot,	Plan M-	Block	Plan M-
153	279	E	279
154	279	F	279
155	279	FF	279
156	279	G	279
157	279	H	279
158	279	I	279
159	279	J	279
162	279	K	279
163	279	L	279
Block CC	279	M & N	279
111	280	D	280
112	280	E	280
113	280	F	280
114	280	G	280
115	280	H	280
116	280	I	280
117	280	J	280
118	280	K	280
119	280	L	280
120	280	M	280
121	280	N	280
122	280	O	280
123	280	P	280
124	280	Q	280
125	280	R	280
126	280	S	280
127	280	T	280
128	280	U	280
129	280	V	280
130	280	W	280
131	280	X	280
Block FF	280	Y	280

DATED: 7 AUGUST 1979

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

AMEX DEVELOPMENTS LIMITED

LICENCE AGREEMENT

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4