



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 233-83

To authorize the execution of an agreement of purchase and sale (Petro-Canada)

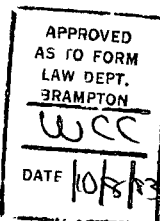
The Council of The Corporation of the City of Brampton
ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute an agreement of purchase and sale with Petro-Canada Products Inc. dated August 3, 1983.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 15th day of August, 1983.

Kenneth G. Whillans, Mayor

Ralph A. Everett, Clerk



AGREEMENT OF PURCHASE AND SALE

PURCHASER, THE CORPORATION OF THE CITY OF BRAMPTON, offers to buy from VENDOR, PETRO-CANADA PRODUCTS INC., through Vendor's AGENT, NO AGENT, the following

PROPERTY: fronting on the NORTH side of WILLIAMS PARKWAY AT HIGHWAY NO. 10 known municipally as Part of 504 Main Street in the City of Brampton and having a frontage of more or less by a depth of more or less and described as Part of Lot 9, Concession 1, E.H.S., in the City of Brampton, in the Regional Municipality of Peel, being Part 1 and Part 2 on Reference Plan 43R-10159, as shown outlined in red on plan attached hereto as Schedule "B".

at the PURCHASE PRICE of FIFTEEN THOUSAND DOLLARS (\$ 15,000.00) on the following terms:

- 1. PURCHASER submits with this offer ONE Dollars (\$ 1.00) cheque payable to Vendor's Agent as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.
2. PURCHASER agrees to pay the balance of the purchase price to the Vendor by certified cheque on closing.

SCHEDULES "A", "B" AND "C" ANNEXED HERETO FORM PART OF THIS AGREEMENT OF PURCHASE AND SALE.

3. PURCHASER AND VENDOR agree that all existing fixtures are included in the purchase price except those listed hereunder: NONE - vacant land and that the following chattels are included in the purchase price: NONE - vacant land.

VENDOR agrees that this Offer shall be irrevocable by him until 11:59 p.m. on the 25th day of August, 19 83 which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest or deduction.

5. THIS AGREEMENT shall be completed on the 25th 26th day of September, 19 83. Upon completion, vacant possession of the property shall be given to Purchaser unless otherwise provided as follows:

6. PURCHASER shall be allowed the 30 days next following the date of acceptance of this Offer to: examine the title to the property at his own expense, to satisfy himself that there are no outstanding municipal work orders or deficiency notices affecting the property, that its present use may be lawfully continued, and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality releasing to Purchaser details of all outstanding municipal work orders or deficiency notices affecting the property.

7. VENDOR AND PURCHASER agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated hereunder.

8. PURCHASER acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

SCHEDULE "A" TO AN AGREEMENT OF PURCHASE AND SALE BETWEEN THE CORPORATION OF THE CITY OF BRAMPTON, AS PURCHASER AND PETRO-CANADA PRODUCTS INC., AS VENDOR

1. The property is being sold by the Vendor to the Purchaser for road widening purposes in order to widen Williams Parkway and the King's Highway No. 10 (Main Street North). The deed of the property shall reserve unto the Vendor and its successors, assigns, invitees, customers, and employees, a right-of-way for access to and egress from the property to and from Williams Parkway and the King's Highway No. 10 (Main Street North) until such time as said property is accepted by the Purchaser and opened as an open public roadway.
2. The Purchaser will pay for and install a new access point on Williams Parkway and obtain all required permits, licences and approvals therefor, as shown on the plot plan annexed hereto as Schedule "C".
3. The Purchaser will install and pay for a cut and opening in the median already installed on Williams Parkway to allow access and egress to the aforementioned new access point on Williams Parkway.
4. The Purchaser will pay for and install a new guardrail fence to replace the existing guardrail fence along the south boundary of the Vendor's property, as shown on the plot plan annexed as Schedule "C". The portion of the fence west of point A on the said Schedule "C" will be relocated by the Purchaser to the new property line at the Purchaser's expense.
5. The Purchaser will pay for the relocation of the diesel pump and floodlight currently positioned on the new property line to the location shown on the plot plan annexed hereto as Schedule "C", with the actual relocation work being done by the Vendor.
6. The Purchaser will pay for the relocation and installation of a floodlight pole at the southwest corner of the property to the new location shown on the plot plan annexed as Schedule "C".
7. The Purchaser agrees that in its construction of a new median on Highway No. 10, it will not extend this new median so as to block cross-over access to the south ramp on Highway No. 10, until the Williams Parkway access and median cut have been completed as aforesaid.

8. The intent of this agreement is that the Purchaser shall pay for ~~and do~~ all of the work referred to in this agreement, ~~other than the relocation of the diesel pump and floodlight hereinbefore referred to specifically as being done by the Vendor.~~ The Vendor shall have the right to examine and approve all of the Purchaser's plans and drawings before the Purchaser proceeds with any of the work referred to herein.

9. On or before closing the Purchaser shall provide the Vendor with a letter or letters satisfactory to the Vendor's solicitors confirming that the property remaining to the Vendor at this location after the road widening has been taken complies fully with the existing zoning by-laws and existing setback and other requirements.

10. On closing the Purchaser shall pay all of the reasonable legal and appraisal costs of the Vendor in connection with this transaction.

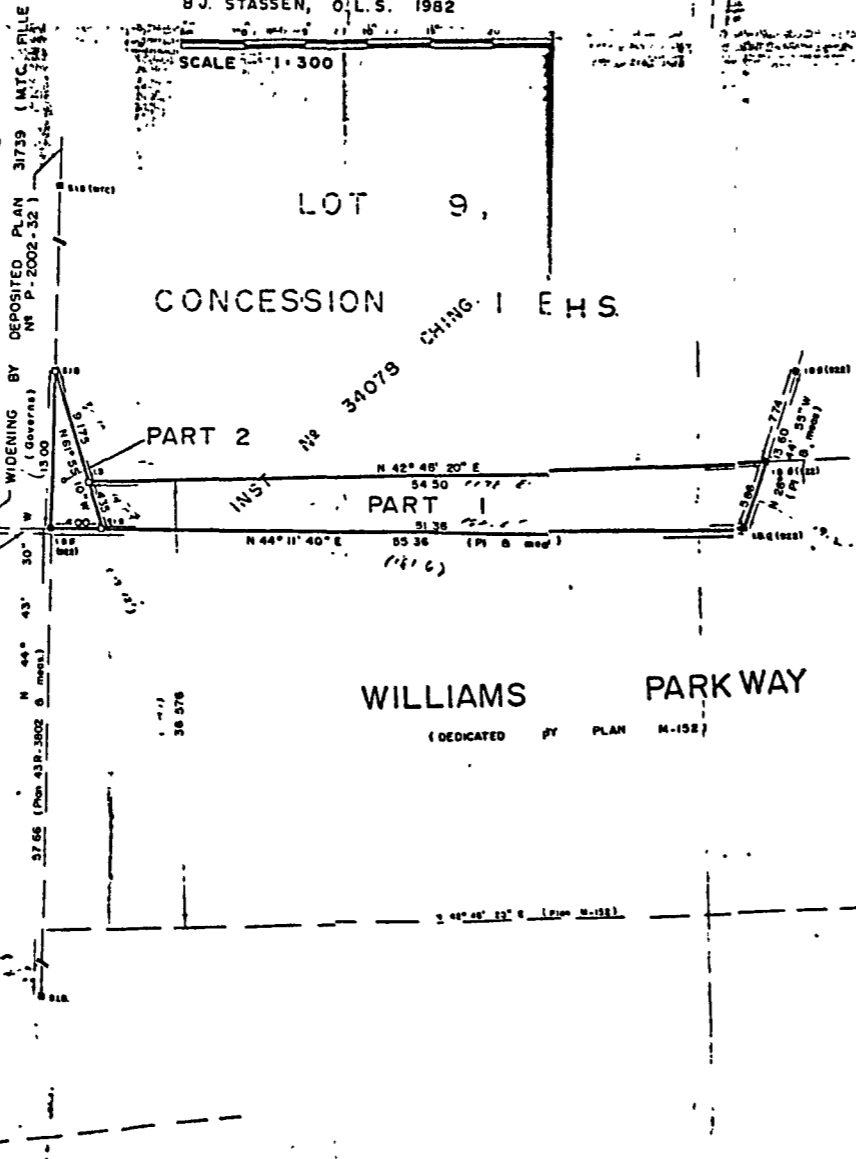
11. All of the foregoing provisions shall survive the completion of the purchase and sale transaction to the extent they have not been fulfilled or complied with on or before the said completion. The Vendor and the Purchaser shall enter into an agreement on closing providing for the continuation of the items that have not been fulfilled or satisfied by closing.

SCHEDULE "B"

PLAN OF SURVEY OF
 PART OF LOT 9, CONCESSION I
 EAST OF HURONTARIO STREET
 CITY OF BRAMPTON,
 REGIONAL MUNICIPALITY OF PEEL
 (FORMERLY IN THE TOWNSHIP OF CHINGUACOUSHY COUNTY OF PEEL)

B.J. STASSEN, O.L.S. 1982

SCALE 1" = 300'



THE KING'S HIGHWAY NO 10
 (MAIN STREET NORTH)
 ROAD ALLOWANCE BETWEEN CONCESSIONS I EHS AND I WHS

REGISTERED

WILLIAMS PARKWAY
 (DEDICATED BY PLAN M-152)

PLAN

M-152

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT	PLAN 43R-10159
	RECEIVED AND DEPOSITED
DATE JULY 8, 1982	DATE July 14, 1982
T. Packowski LAND REGISTRAR	Land Registrar for the REGISTRY DIVISION OF PEEL (NO 43)

CAUTION:
 THIS IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

METRIC:
 DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SCHEDULE					
PART	LOT	CONCESSION	INST. NO.	OWNER	AREA
1	9	CON 1	34078 CHING	B P CANADA LIMITED	26m ²
2	9	EHS			257m ²

NOTES AND LEGEND

THE N 44° 43' 30" W OF THE NORTH EASTERLY LIMIT OF THE KING'S HIGHWAY NO 10 AS WIDENED, AS SHOWN ON DEPOSITED PLAN NO 31739 (M.T.C. FILE P-2002-32), ASSUMED TO BE ASTRONOMIC, GOVERNS ALL BEARINGS HEREON

B	denotes	FOUND MONUMENT
D		PLANTED MONUMENT
S 18		STANDARD IRON BAR (0 025 X 0 025 X 1 22)
R		ROUND
922		SCHAEFFER & REINTHALER LTD
		ONTARIO LAND SURVEYORS
M.T.C.		MINISTRY OF TRANSPORTATION AND COMMUNICATIONS
EHS		EAST OF HURONTARIO STREET
F.P.		FENCE POST
C.L.F.		CHAIN LINK FENCE
M		PLAN M-152

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE REGISTRY ACT AND THE REGULATIONS MADE THEREUNDER.

2) THE SURVEY WAS COMPLETED ON THE 23RD DAY OF JUNE, 1982.

DATE JULY 8, 1982

B.J. STASSEN
 Ontario Land Surveyor

SCHEDULE "C"

BILL OF MATERIAL		LN
LISTE DES MATERIAUX		NS
ART. QUANT.	DESCRIPTION	
1	NEW 6.0 HIGH GALVANIZED "T" RAIL POSTS AT 10'-0" CCS. AND 2X2 No 7 GAUGE GALVANIZED FABRIC. FENCE TO BE 4'-6" SQUARE AROUND PUMP.	

DRAWING/DESIGN # 300,264-B1

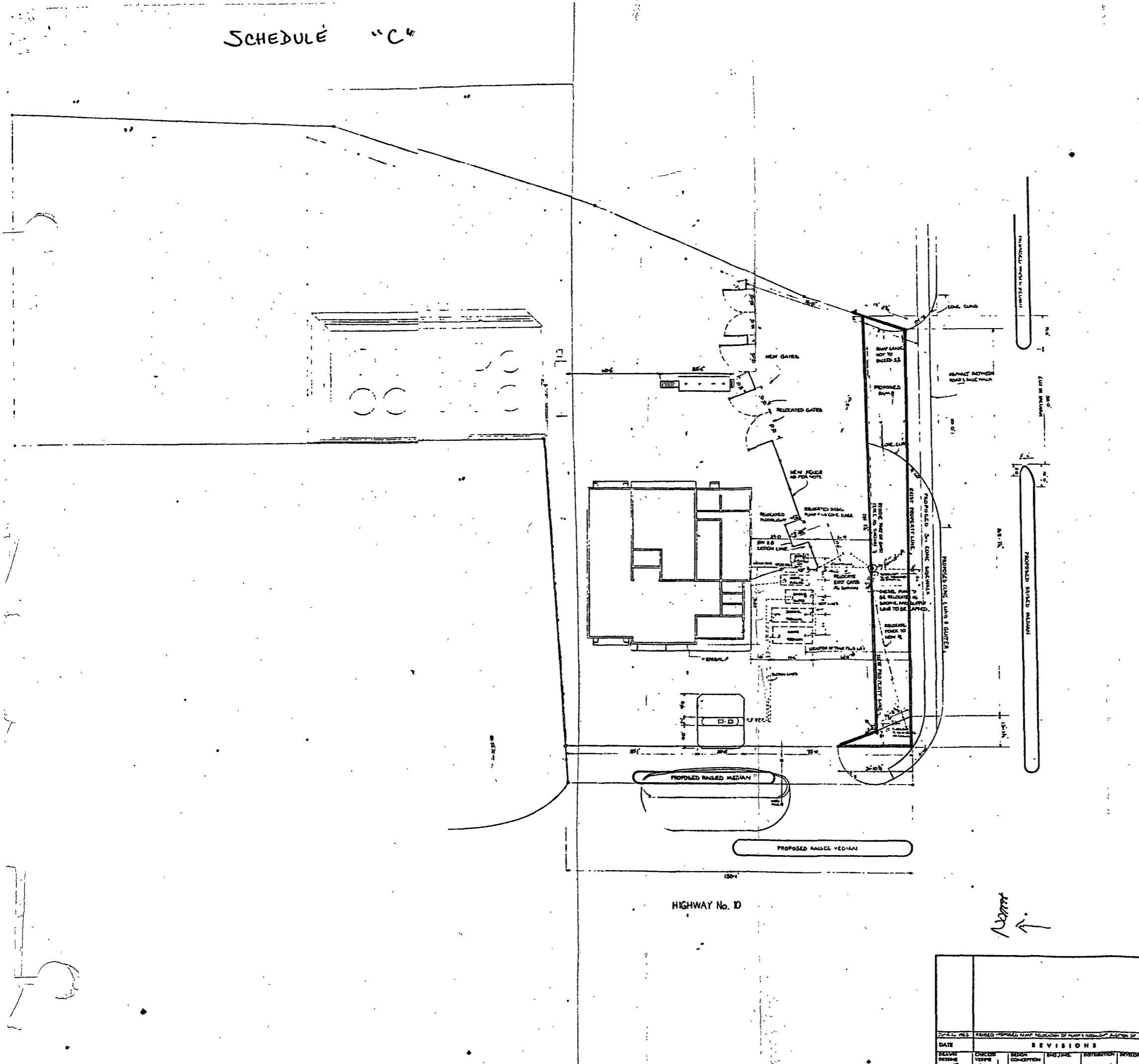
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8

6



DATE		REVISIONS		SCALE/SHEET		DRAWING/DESIGN #		ISSUE	
DATE	DESIGN	BY	NO.	SCALE/SHEET	NO. / TOTAL	DRAWING/DESIGN #	NO.	ISSUE	NO.
						300,264	-B1		1

PETRO-CANADA

HWY No. 10 - BRAMPTON ONT.
PROPOSED RAISED MEDIANS & NEW RAMP

SOURCE OF DRAWING: ORIGINAL PLOT PLAN, DWG. 30-431 (1/2)

9. PROVIDED THAT the title to the property is good and free from all encumbrances except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any minor easements for the supply of domestic utility services to the property. If within the time allowed for examining the title any valid objection to title, or to any outstanding municipal work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor and Vendor's Agent shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
10. PURCHASER shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. Vendor agrees that he will deliver any sketch or survey of the property in his possession or within his control to Purchaser as soon as possible and prior to the last day allowed for examining title.
- ~~11. ALL buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else for the proceeds of any insurance and complete the purchase.~~
12. PROVIDED THAT this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor on or before completion and the Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
- ~~13. VENDOR shall deliver on completion registrable evidence of compliance of the transaction with The Family Law Reform Act, 1978.~~
14. PURCHASER shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
- ~~15. VENDOR shall supply to Purchaser at least five (5) days before completion details of any fire insurance to be assigned on closing.~~
16. UNEARNED FIRE INSURANCE PREMIUMS, rents, mortgage interest, taxes, local improvement, water and assessment rates and the cost of fuel shall be apportioned and allowed to the day of completion (the day itself to be apportioned to Purchaser).
17. THE deed or transfer shall, save for the Land Transfer Tax Affidavits, be prepared in registrable form at the expense of Vendor and the Mortgage at the expense of Purchaser.
18. TIME shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
19. ANY TENDER of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.
20. THIS AGREEMENT shall constitute the entire agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

DATED at Brampton this day of 19 83

SIGNED, SEALED AND DELIVERED

In the presence of:

AS TO FORM
LAW DEPT
BRAMPTON

WCC
DATE 8/19/83

IN WITNESS whereof I have hereunto set my hand and seal:
THE CORPORATION OF THE CITY OF BRAMPTON

Per: Kenneth G. Whillans (Affix Seal) AUG 19 1983
(Purchaser) (Date)

Per: Ralph A. Everett (Affix Seal) AUG 19 1983
(Purchaser) (Date)
Ralph A. Everett, Clerk

~~THE UNDERSIGNED accepts the above Offer, and agrees with the Agent above named in consideration for his services in procuring the said Offer, to pay him on the date above fixed for completion, a commission of % of an amount equal to the above mentioned sale price, which commission may be deducted from the deposit. I hereby irrevocably instruct my solicitor to pay direct to the Agent any unpaid balance of commission from the proceeds of the sale.~~

DATED AT Toronto this 3rd day of August 19 83

SIGNED, SEALED AND DELIVERED
In the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:
PETRO-CANADA PRODUCTS INC.

Per: W. S. Marshall (Affix Seal) (Date)
(Vendor)

Per: _____ (Affix Seal) (Date)
(Vendor)

ACKNOWLEDGMENT

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

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

..... (Vendor) (Date)

..... (Purchaser) (Date)

..... (Vendor) (Date)

..... (Purchaser) (Date)

Vendor's Address

Purchaser's Address

Telephone No.

Telephone No.

Vendor's Solicitor

Purchaser's Solicitor

Solicitor's Address

Solicitor's Address

Telephone No.

Telephone No.

PASS August 15 19



BY-LAW

No. 233-83

To authorize the execution
of an agreement of purchase
and sale