

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number ______24-78

A By-law to authorize the execution of an Easement (Altamira Investments Inc.)

WHEREAS it is deemed necessary to enter into and execute an Easement;

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

 THAT the Corporation of the City of Brampton enter into and execute an Easement attached hereto as Schedule "A" between Altamira Investments Inc., and the Corporation of the City of Brampton and Steve Martyniuk.

 THAT the Mayor and Clerk are hereby authorized to affix their signatures to the said Easement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of January, 1978.

cureth X. x Ro Kenneth R. Richardson, Clerk

PASSED____January 23rd___19_78



BY-LAW		- - ,
No. <u>24-78</u> A By-law to authorize the execution	n	

A By-law to authorize the execution of an Easement (Altamira Investments Inc.)

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THIS INDENTURE made this Twentieth day of December, A.D. 1977.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT, R.S.O. 1970, Chapter 435, and amendments thereto. BETWEEN:

ALTAMIRA INVESTMENTS INC.

a company incorporated pursuant to the laws of the Province of Ontario,

hereinafter called the "Transferor",

- and -

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OF THE FIRST PART

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "Transferee",

OF THE SECOND PART

- and -

STEVE MARTYNIUK

of the City of Brampton, in the Regional Municipality of Peel, Farmer,

hereinafter called the "Mortgagee",

OF THE THIRD PART

WHEREAS the Transferor wishes to convey to the Transferee an Easement over certain lands, and the Transferor warrants that the Mortgagee is the only mortgagee of the said lands.

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 each of the parties hereto to the other, (the receipt whereof is hereby admitted), the Transferor hereby grants, conveys, and transfers under the Transferee its successors and assigns the right, interest and easement on, over, under and through the lands of the Transferor described in Schedule "A" hereto for the following purposes; namely to construct, install, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair all and any sewers, drains, swales or ditches, and any and all of appurtenances to such sewers, drains, swales or ditches, and for every such purpose and for all purposes necessary or incidental to the exercise of the

rights hereby created, the Transferee shall have access to the said lands at all times by its servants, agents, contractors, licencees and assignees and its or their vehicles, supplies and equipment.

The Transferor hereby agrees that the Transferee shall have the right to sever, sell, cut, trim and remove at any time all trees, shrubs, bushes and branches, stumps and roots and to prevent or control the growth of same within the limits of the said easement, which may at any time interfere or endanger with the operation of the sewers and swales or ditches.

The servient tenement easement is more particularly described in Schedule "A" to this indenture. The said easement is appurtenant to the lands municipally known as Michelangelo Boulevard in the City of Brampton, in the Regional Municipality of Peel.

The Transferor hereby promises the City of Brampton that no other easement will be granted over the lands described in Schedule "A" prior to the registration of this document.

The Transferee hereby agrees to restore the said lands to its original condition insofar as possible after any construction or maintenance work is completed.

The Transferor for itself, its successors and assigns covenants with the Transferee its successors and assigns to keep the said lands free and clear of any buildings, structures or obstructions; not to deposit on or remove any fill from the said lands, and not to do or suffer to be done any other thing which might injure or damage the said sewers, drains and swales or ditches.

The Transferor covenants with the Transferee that it has a right to convey the said easement to the Transferee notwithstanding any act of the said Transferor.

The Transferor covenants with the Transferee that it will execute such further assurances of the said lands in respect of this transfer as may be requisite.

- 2 -

The Transferor releases to the Transferee all its claim upon the estate herewith transferred.

The Mortgagee joins herein to consent to the terms herein and covenants and agrees in the event that the lands become invested in the said mortgagee, he shall be required to comply with the terms herein to the same extent as if he had joined as owner.

IN WITNESS WHEREOF the parties hereto have executed this document this $2o^{+}$ day of December, 1977.

ALTAMIRA INVESTMENTS INC. 3 1 4.7 THORIZED SIGNING

THE CORPORATION OF THE CITY OF BRAMPTON

per:

SIGNED SEALED & wik DELIVERED in the) presence of:

3 -

•	I, Lawrence Campbell Beatty
	of the City of Brampton
•	in the Regional Municipality of Peel
	make oath and say:
	I am a subscribing witness to the attached instrument and I was present and saw it executed
	^{at} Brampton ^{by} Steve Martyniuk
*See footnote	a blampton bleve hartyntuk
affee footnate	I verily believe that each person whose signature I witnessed is the party of the same name referred
	to in the instrument.
SWOF	N before me at the City of
Brai	mpton in the Regional
1	Municipality of Peel
this	$\int \int \int \int \partial f dx $
	ROBERT DEAN ALLISON, a Commissioner, etc., Province of Ontario, for Beatty, etc., Province of Ontario, for Beatty,
,	A COMMISSIONER FOR TAKING AFFIDAVITS ETC EXpires July 26, 1980.
	* 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/XXX STEVE MARTYNIUK
	of the City of Brampton
	in the Regional Municipality of Peel
* If attorney	make oath and say: When I executed the attached instrument,
see footnote	
	I/XXXX was at least eighteen years old.
Strike out inapplicable clauses.	X Z XZX Z XX Z X Z00 Z/XZXXXZXXXXXXXX
1	X & XZ NZ X/IX Z NBKGX
•	NG XCKC NGNOX OX OX OT C
	XZXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Resident of Canada, etc	Canada within the meaning of Section 116, of the Income Tax Act, R.S.C. 1970, and amendments thereto.
)
(XXX)	EXXXXXX SWORN before me at the City
	Brampton in the Regional Altue Manymut
	a day of December 1977.
\sim	Tell jalle
	A COMMISSIONEBFOR TAKING AFFIDAVITS ETC LAWRENCE C. BEATTY, a Commissioner, etc., Province of Ontario, for Beatty, Bowyer, etc., Province of Antario, for Beatty, Bowyer, Greenetade & Nall, Barristers, Greenetade & Nall, Barristers,
	Fundas Mayambar Sul 19/ G

مانیا که از منطق می میکند. مانیا که از منطق میکند میکند که این میکند. مانیا که از منطق میکند میکند که میکند که این میکند.

etc., Province of Ontario, for B Greenstade & Mail, Barristers, Expires November 30, 1978.

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

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• • •		The Hand Transfer Tax Act, 1974		
		AFFIDAVIT OF VALUE OF THE CONSIDERAT	ION	
	IN TH	IE MATTER OF THE CONVEYANCE made	•	
Identify the parties to the conveyance	by:	ALTAMIRA INVESTMENTS INC.	· ·	
			·	
	to: .	THE CORPORATION OF THE CITY OF BRAMPTON	· · · · · · ·	
			·	
	on the	20th day of December	19⁷⁷	
	I,	THOMAS MICHAEL DUNN	· ···· · ·· ·· ··	
	of the	City of Brampton		
	in the	Regional Municipality of Peel	··· · · · · · · · · · · · · · · · · ·	
	make	oath and say that:	,	
This affidavit may be made by the purchaser or vendor or by anyone	1. I a nan	m the solicitor for the Transferor comp ned in the within (or annexed) conveyance.	any	
acting for them under power of attorney or by an	2. I ha	ave a personal knowledge of the facts stated in this affidav	it.	
agent accredited in writing by the purchaser, or vendor	3. (1)	The total consideration for this transaction has been alloca	ted as follows:	
or by the solicitor of either of them or by some other person	(a)	Land, building, fixtures and goodwill	\$ ² .00	
approved by the Minister of Revenue.	. j (b)	Chattels — items of tangible personal property (see note)	<u>\$ nil</u>	1
		TOTAL CONSIDERATION	\$ ^{2.00}	
	(2)	The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:		
	(a)	Monies paid in cash .	\$ ^{2.00}	Ali blanks
	(b)	Property transferred in exchange (Detail Below)	\$ nil	must be filled in.
	(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 }	
		Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
	(g)	Other (Detail Below)	\$ nil	
	тот	AL CONSIDERATION (should agree with 3(1) (a) above)	\$ 2.00	
4. If con	nsideratio	n is nominal, is the transfer for natural love and affection?		
		the relationship between Grantor and Grantee?	n/a	
		and explanations, if necessary Transfer of sanita	ry sewer easen	nent
to Muni				
The Tra	ansfero	r is not a non-resident of Canada within	the meaning o	o f
Sectio	n 116 o	f The Income Tax Act, R.S.O. 1970 and an	nendments	
thereto		··· ··· ···		
SWORN bef	ore me a	t the City		
of Brampt	on	X. J	\Box	
Peel	-	Municipality of (signature)	h wh	~
this 20th	•	December 1977	-	
VERONICA CHENE Judicial District of Davis, Webb & H Expires Oct. 10, 1	olknrake, Bar	1 Ca alland		

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.

IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF

THE LAND SPECULATION TAX ACT, 1974

AFFIDAVIT

I, THOMAS MICHAEL DUNN, Solicitor of the City of (print name)

Brampton, in the Regional Municipality of Peel

MAKE OATH AND SAY THAT:

·. . . .

 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:

describe nature of disposition

a disposition of designated land to a municipality.

and the second second

as provided for by section <u>4</u>, clause <u>(j)</u>, subclause <u>, of</u> the above Act.

2:--- Lam the transferor making the disposition referred to imparagraph-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.

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.

paragraph if inapplicable

delete this

delete this paragraph if inapplicable

> Sworn before me at the City of Brampton in the Regional Municipality of Peel this 20th

VERONICA CHENEY, a Commissioner, etc., Judicial District of Peel, for Dav s, Wobi, & Hollinrako, Barristers, March Charles, Charles, Jone Charles, Expires Usi, IU, 1980.

Thomas Michael Dunn

A Commissioner, etc.

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THIS INDENTURE made this Twentieth day of December, A.D. 1977.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT, R.S.O. 1970, Chapter 435 and amendments thereto. BETWEEN:

ALTAMIRA INVESTMENTS INC.

a company incorporated pursuant to the laws of the Province of Ontario,

hereinafter called the "Transferor",

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "Transferee",

OF THE SECOND PART

- and -

STEVE MARTYNIUK

of the City of Brampton, in the Regional Municipality of Peel, Farmer,

hereinafter called the "Mortgage", OF THE THIRD PART

WHEREAS the Transferor wishes to convey to the Transferee an Easement over certain lands, and the Transferor warrants that the Mortgagee is the only mortgagee of the said lands.

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 each of the parties hereto to the other, (the receipt whereof is hereby admitted) the Transferor hereby grants; conveys and transfers unto the Transferee its successors and assigns the right, interest and easement on, over, under and through the lands of the Transferor described in Schedule "A" hereto for the following purposes: namely to construct and maintain and use for all manner of vehicular traffic turning circles and roads as may be required for the purposes of the Corporation of the City of Brampton until such time as no longer required for such purpose, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Transferee shall have access to the said lands at all times by its servants, agents, contractors,

licencees and assignees and its or their vehicles, supplies and equipment.

The Transferor hereby agrees that the Transferee shall have the right to sever, sell, cut, trim and remove at any time all trees, shrubs, bushes and branches, stumps and roots and to prevent or control the growth of same within the limits of the said easement, which may at any time interfere or endanger with the operation of the turning circles and roads.

The servient tenement, easement is more particularly described in Schedule "A" to this indenture. The said easement is appurtenant to the lands municipally known as Bellini Avenue and Michelangelo Boulevard in the City of Brampton in the Regional Municipality of Peel.

The Transferor hereby promises the City of Brampton that no other easement will be granted over the lands described in Schedule "A" prior to the registration of this document, with the exception of an easement for municipal purposes.

The Transferee hereby agrees to restore the said lands to its original condition insofar as possible after any construction or maintenance work is completed.

The Transferor for itself, its successors and assigns covenants with the Transferee, its successors and assigns to keep the said lands free and clear of any buildings, structures or obstructions; not to deposit on or remove any fill from the said lands, and not to do or suffer to be done any other thing which might injure or damage the said turning circles and roads.

The Transferor covenants with the Transferee that it has a right to convey the said easement to the Transferee notwithstanding any act of the said Transferor.

The Transferor covenants with the Transferee that it will execute such further assurances of the said lands in respect of this grant as may be requisite.

The Transferor releases to the Transferee all its claim

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upon the estate hereby conveyed.

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The Mortgagee joins herein to consent to the terms herein and covenants and agrees in the event that the lands become invested in the said mortgagee he shall be required to comply with the terms herein to the same extent as if he had joined as owner.

IN WITNESS WHEREOF the parties hereto have executed this document this 20^{4} day of December, 1977.

INVESTMENTS INC **A**MI ÉZ ALT FREEE AUTHORIZED SIGNING OF

THE CORPORATION OF THE CITY OF BRAMPTON,

per:

SIGNED SEALED AND) DELIVERED in the presence

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	AFFIDAVIT OF SUBSCRIBING WITNESS	Form No. 347
	I, Lawrence Campbell Beatty	
	of the City of Brampton	
	in the Regional Municipality of Peel	
	make oath	and say:
	I am a subscribing witness to the attached instrument and I was present and saw it	executed
*See footnote	at Brampton by Steve Martyniuk	

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

Form No. 347

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/XXXXEX STEVE	MARTYNIUK
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City of Brampton of the

Regional Municipality of Peel in the

When

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* If attorney see footnote

footnote

make oath and say:

I/XXXEX at least eighteen years old. was

Strike out mapplicable clauses

Resident of Canada, etc

XXXZXXZXXZXXXXXXXX

WZ XYEKZ N SINGX OXONIC MIN.

NZXZMZKZKZKZXZXZKZ XZXZKZKZKZKZKZKZKZKZKZ

I am and will be at the time of registration a resident of Canada within the meaning of Section 116, of the Income Tax Act, R.S.C. 1970, and amendments thereto.

KARAAMAM SWORN	before me	at the	City
Municipality of	Peel		mal
this 2024 day of Dece	ember	19 7	77.

Mortput ene

executed the attached instrument,

LAWRENCE C. BEATTY, a Commissioner, etc., Province of Ontario, for Beatty, Bowyer, Greenslade & Hail, Barristers. Expires November 30, 1978.

• Where affidave made by atturney 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"

St. 1990

All blanks must be filled in.

• • •	The Land Transfer Tax Act, 1974	
	AFFIDAVIT OF VALUE OF THE CONSIDERATI	ION
	IN THE MATTER OF THE CONVEYANCE made	
Identify	by: ALTAMIRA INVESTMENTS INC.	
the parties to the conveyance	by. ALIANINA INVESTIENTS INC.	· · · · · · · · · · ·
	to: THE CORPORATION OF THE CITY OF BRAMPTON	· · · · · · · · · ·
	on the 20th day of December	
		19 , ,
	I, THOMAS MICHAEL DUNN of the City of Brampton	
	in the Regional Municipality of Peel	
		······································
	make oath and say that:	`
This affidavit may be made by the purchaser or vendor or by anyone	1. I am the solicitor for the Transferor companied in the within (or annexed) conveyance.	any
acting for them under power of attorney or by an	2. I have a personal knowledge of the facts stated in this affidavi	t.
agent acciedited in writing by the purchaser, or vendor	3. (1) The total consideration for this transaction has been allocat	ted as follows:
or by the solicitor of either of them or by some other person	(a) Land, building, fixtures and goodwill	\$ ² .00
approved by the Minister of Revenue.	(b) Chattels — items of tangible personal property (see note)	<u>\$ nil</u>
	TOTAL CONSIDERATION	<u>\$</u> 2.00
·	(2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:	
	(a) Monies paid in cash	\$ ² .00
X	(b) Property transferred in exchange (Detail Below)	\$ nil be
	(c) Securities transferred to the value of (Detail Below)	ş nil
	(d) Balances of existing encumbrances with interest owing at date of transfer	ş 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)	\$ 2.00
4. If cor	nsideration is nominal, is the transfer for natural love and affection?	n/a
	, what is the relationship between Grantor and Grantee?	n/a
6. Other	r remarks and explanations, if necessary Transfer of sanita:	ry sewer easement
to Muni	cipality.	······
The Tra	insferor is not a non-resident of Canada within	the meaning of
Section	n 116 of The Income Tax Act, R.S.O. 1970 and am	endments
thereto)•	· ··· ·· ··· ··· ·
SWORN bef	ore me at the City	
of Brampt	ion 7	
Doo1	egional Municipality of (signature)	m
	cdayssopper, Becember 1977	
Judicial District of Poor Davis, Webb & Holling	ave Barristers. Hom Ca Charl	

Amended, Jan 1975

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.

Expires Oct. 10, 1980.

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.

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IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF

THE LAND SPECULATION TAX ACT, 1974

AFFIDAVIT

I, THOMAS MICHAEL DUNN, Solicitor of the City of (print name)

Brampton, in the Regional Municipality of Peel

MAKE OATH AND SAY THAT:

 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 designated land to a municipality.

. ..

describe nature of disposition

as provided for by section _____, clause _____, subclause _____, of the above Act.

-2.--+am the transferor making the disposition referred to imparagraph 1 hereof.-

Since the acquisition of my interest in the designated land that is referred toin 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.

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

delete this paragraph if inapplicable

Sworn	before me at t	he City
of Br	campton	
in the	Regional	Municipality
of 1	2001	

this 20th VERONICA CHENEY, a Commissioner, etc., Judicial District of dagl. offer December 1977. Davis, Webb & Hollinrake, Barristors. Expires Oct. 10, 1200, Man ca Chare

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٦.	COLL	11113	31011	ςı,	CIL

Thomas Michael Dunn

DATED: 20th day of December, 1977.

ALTAMIRA INVESTMENTS INC.

- and -

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THE CORPORATION OF THE CITY OF BRAMPTON

EASEMENT

Davis, Webb & Hollinrake, Barristers and Solicitors, 41 George Street South, Brampton, Ontario.

و مسیوس می بردید و مورود میشود بیش و در است. بی از اینیا برد. ۱۹۹۰ - این بارم استان با این سرا داد می اینیا روانها اینان اینان ا