



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 25-78

A By-law to authorize the execution of  
an Easement (Metropolitan Toronto and Region  
Conservation Authority)


---


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:

1. THAT the Corporation of the City of Brampton  
enter into and execute an Easement attached  
hereto as Schedule "A" between Metropolitan  
Toronto and Region Conservation Authority  
and the Corporation of the City of Brampton.
2. 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.

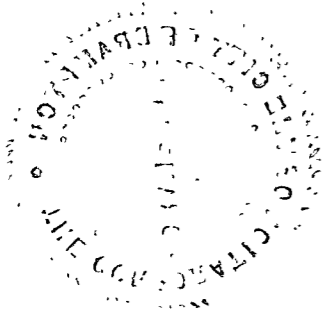
  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

PASSED January 23rd 19 78

---

---



# BY-LAW

No. 25-78

A By-law to authorize the execution  
of an Easement (Metropolitan Toronto  
and Region Conservation Authority)

GRANT OF EASEMENT

THIS INDENTURE made this 24th day of February  
1977.

PURSUANT TO THE SHORT FORMS OF CONVEYANCES ACT, R.S.O. 1970,  
CHAPTER 435 and amendments thereto

B E T W E E N

THE METROPOLITAN TORONTO AND REGION  
CONSERVATION AUTHORITY

hereinafter called the Grantor

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the Grantee

OF THE SECOND PART

WITNESSETH that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt whereof is hereby acknowledged), the Grantor hereby grants, conveys and transfers unto the Grantee, its successors and assigns forever, an easement on, over, under and through the land of the Grantor described in Schedule "A" hereto for the following purposes, namely; to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair any and all storm sewers, catch-basins, drains and all necessary appurtenances thereto and for all such purposes, the Grantee shall have access to the said lands at all times by its servants, agents, contractors, licensees and assigns and its or their vehicles, supplies and equipment.

The servient tenement (easement) is more particularly described in Schedule "A" to this indenture and the easement described in Schedule "A" is appurtenant to the lands described in Schedule "B".

The Grantee hereby agrees to restore the said land to its original condition insofar as possible after any construction or maintenance work on the easement is completed.

The Grantee covenants and agrees to indemnify and save harmless the Grantor in respect of any damage, injury or loss caused to any person or property resulting in any way from the granting of this easement.

The Grantor covenants with the Grantee that it has the right to convey the said easement to the Grantee notwithstanding any act of the said Grantor.

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

The Grantor releases to the Grantee all its claims upon the estate herewith conveyed.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their duly authorized officers.

THE METROPOLITAN TORONTO AND  
REGION CONSERVATION AUTHORITY

R. G. Henderson  
Chairman

D. G. Hogg  
Secretary-Treasurer

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdeken  
JAMES E. ARCHDEKEN MAYOR

Kenneth R. Richardson  
KENNETH R. RICHARDSON CLERK

AFFIDAVIT OF SUBSCRIBING WITNESS

I,  
of the  
in the  
I am a subscribing witness to the attached instrument and I was present and saw it executed  
at by  
make oath and say:

\*See footnote

\*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  
in the  
this day of 19

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)".

Amended, Jan 1975

**THE LAND TRANSFER TAX ACT, 1974**

AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made  
by: THE METROPOLITAN TORONTO AND REGION CONSERVATION AUTHORITY

Identify the parties to the conveyance

to: THE CORPORATION OF THE CITY OF BRAMPTON  
on the 24th day of FEBRUARY 19 77  
I, JUDITH E. HENDY  
of the CITY OF BRAMPTON  
in the REGIONAL MUNICIPALITY OF PEEL

MAKE OATH AND SAY THAT:

- 1. I am the City Solicitor for the Grantee named in the within (or annexed) conveyance
- 2. I have a personal knowledge of the facts stated in this affidavit.
- 3. (1) The total consideration for this transaction has been allocated as follows:  
(a) Land, building, fixtures and goodwill \$ 2.00  
(b) Chattels — items of tangible personal property (see note) \$ nil  
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  
(b) Property transferred in exchange (Detail Below) \$ nil  
(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  
(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 consideration is nominal, is the transfer for natural love and affection? N/A
- 5. If so, what is the relationship between Grantor and Grantee? N/A
- 6. Other remarks and explanations, if necessary no monies passing

This affidavit may be made by the purchaser or vendor or by anyone acting for them under power of attorney or by an agent accredited in writing by the purchaser, or vendor or by the solicitor of either of them or by some other person approved by the Minister of Revenue.

All blanks must be filled in.

SWORN before me at the City of Brampton  
in the Regional Municipality  
of Peel  
this day of 19 (signature)

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. 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.

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/WE

of the

in the

make oath and say: When executed the attached instrument,

I/WE at least eighteen years old.

I was married / divorced / widower.

was my wife / husband.

We were married to each other.

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

\* If attorney see footnote

Strike out inapplicable clauses.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the

in the

this day of 19

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".

TO

Address:

Deed of Land

SITUATE

Dyc & Durham Co Limited, 160 Bartley Drive, Toronto

ASSESSMENT ROLL NO  
ADDRESS OF PROPERTY

19

Dated

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	



Ontario

IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF  
THE LAND SPECULATION TAX ACT, 1974

AFFIDAVIT

I, Warren E. Jones of The Town of Markham  
(print name)

of The Regional Municipality of York of The Metropolitan  
(print address)  
Toronto and Region Conservation Authority

MAKE OATH AND SAY THAT:

1. 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

granting of an easement to a Municipality

as provided for by section 4, clause (j), subclause -----, of the above Act.

delete this  
paragraph if  
inapplicable

2. I am the transferor making the disposition referred to in paragraph 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.

delete this  
paragraph if  
inapplicable

- ~~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.~~

Sworn before me at the Borough  
of North York  
in the Municipality

of Metropolitan Toronto

this

day of December 1977

A Commissioner, etc.

DONALD JOSEPH PRINCE  
A Commissioner for taking Affidavits in  
and for the Province of Ontario, for the  
Metropolitan Toronto and Region Conserva-  
tion Authority. Expires November 8,  
1979.

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, County of Peel, consisting of Part of Block A, Registered Plan 581 and Part of Block A, Registered Plan 487, and being more particularly described as Part 1 according to a Plan of Survey deposited in the Registry Office for the Registry Division of Peel (No. 43) as Plan Number 43R-4544.



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 in the Town of Brampton, County of Peel, and being more particularly described as Meadowland Drive as shown on a Plan of Subdivision registered in the Registry Office for the Registry Division of Peel (No. 43) as Plan Number 487.

---

DATED 24th FEBRUARY, 1977

---

THE METROPOLITAN TORONTO AND  
REGION CONSERVATION AUTHORITY

AND

THE CORPORATION OF THE CITY  
OF BRAMPTON

//////  
\_\_\_\_\_  
GRANT OF EASEMENT  
//////  
\_\_\_\_\_

JUDITH E. HENDY,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET EAST,  
BRAMPTON, ONTARIO.  
L6V 1A4

---

