

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 44-75

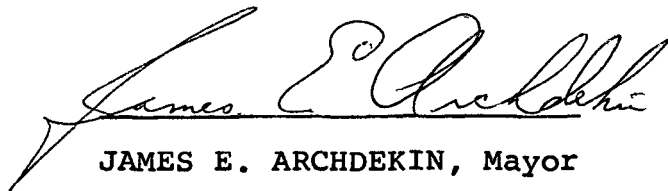
To authorize the execution of an easement with the Hydro Electric Commission of The City of Brampton (Block Q Registered Plan 889).


WHEREAS it is deemed expedient to enter into and execute an easement with the Hydro Electric Commission of the City of Brampton

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

1. That the City of Brampton enter into and execute an easement with the Hydro Electric Commission of the City of Brampton, attached hereto as Schedule "A", (Block Q Registered Plan 889).
2. That the Mayor and Clerk are hereby authorized to affix their signatures to the said easement, attached hereto as Schedule "A" (Block Q Registered Plan 889).

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of March, 1975.


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

MEMORANDUM OF AGREEMENT made in duplicate this
4th day of March, A.D. 1975.

B E T W E E N :

THE CORPORATION OF THE CITY
OF BRAMPTON,

hereinafter called the
GRANTOR OF THE FIRST PART;

A N D :

THE HYDRO ELECTRIC COMMISSION
OF THE CITY OF BRAMPTON,

hereinafter called the
GRANTEE OF THE SECOND PART.

WHEREAS the Grantor is the owner in fee simple and
is in possession of the lands described in Schedule "A" hereto.

WITNESSETH that in consideration of the sum of ONE
(\$1.00) DOLLAR of lawful money of Canada paid by the Grantee
to the Grantor, the receiptwhereof is hereby by the Grantor
acknowledged, the Grantor doth hereby grant unto the Grantee,
its successors and assigns, the rights and easement hereinafter
described (to be used and employed as appurtenant to the lands
described in Schedule "B" hereto and such lands and premises
as are served by the Grantee by the equipment installed upon
the said lands described in Schedule "A"):

- (a) The free, uninterrupted and unobstructed right
and easement in perpetuity to construct, repair,
replace, extend, operate and maintain its under-
ground lines of electric power and service wires
and cables, conduit markers, fixtures and equipment
and all appurtenances and accessories thereto as
it, the Grantee, may from time to time or at any
time hereafter deem requisite upon, over, under
along and across the lands described in Schedule
"A" hereto (hereinafter called "the strip").

(b) for the said purposes the right, to be enjoyed and exercised by the Grantee and its servants, agents, workmen and contractors, at all times to pass and repass with any equipment over, upon and across the said strip.

(c) The right to attach other wires and cables and to permit the attachment of the wires and cables of any other company or commission for the purpose of supplying a public utility service to the said lands of the Grantor and other lands.

4. The Grantor covenants and agrees not to erect or permit the erection on the strip of any buildings, structures or other obstructions of any nature whatsoever or to place or permit to be placed fill, earth or other covering or any object on the said strip as to obstruct or hinder the Grantee in the exercise of the rights hereby created, provided that the Grantor may erect a fence not exceeding six feet in height upon the boundary of the Grantor's land. Should any such obstruction or hindrance be placed upon the said strip the Grantee, in addition to its other rights, may enter and remove the same and shall not thereby render itself liable in damages to the Grantor.

5. The Grantor covenants with the Grantee, its successors and assigns that they have the right to convey the easement over the said lands to the Grantee and that the Grantee shall quietly possess and enjoy the said easement and that it will execute such further assurances of the said easement as may be requisite.

6. The Grantee covenants with the Grantor, its successors and assigns to pay compensation for any damage sustained by the Grantor, its successors and assigns resulting from the operation, maintenance, replacement or extension of the Grantee's lines of electric power and service wires and equipment or to rectify such damage to the reasonable satisfaction of the Grantor and shall as far as possible, replace any soil, turf or pavement removed in connection with any of the work referred to above.

8. All covenants herein contained shall be construed to be several as well as joint and wherever the singular is used in this grant of easement the same shall be construed as including the plural where the context or the parties hereto so require.

9. The burden and benefit of this grant of easement shall run with the lands and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corporate seals to be affixed hereto duly attested by the hands of their proper officers authorized in that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON,

Per: James E. Archibald

Per: Kenneth R. Richardson

THE HYDRO ELECTRIC COMMISSION OF THE CITY OF BRAMPTON

Per: _____

Per: _____

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land 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 composed of the whole of Block "Q" according to a plan registered in the REgistry Office for the REgistry Division of Peel (No. 43) as No. 889.

SCHEDULE "B"

FIRSTLY

ALL AND SINGULAR THAT certain parcel or tract of lands and premises situate, lying and being in the ~~Town~~ ^{City} of Brampton, in the ~~County~~ ^{Regional Municipality} of Peel (formerly Town of Brampton, County of Peel) ~~Block~~ and Province of Ontario being composed of part of Block "C"

according to Registered Plan 518 for the said ~~Town~~ ^{City} of Brampton the boundaries of which said parcel may be described as follows:

PREMISING that the Southeast limit of Eastern Avenue as laid out on the said Plan 518 has an Astronomic Bearing of North 45°47' East and relating all bearings quoted herein, thereto, and

COMMENCING at an iron bar planted at the most northerly angle of Lot 1 according to Registered Plan 518 being also the most westerly angle of the said Block "C":

THENCE North 45°47' East along the Northwest limit of the said Block "C": 275.61 feet to an iron bar planted in the same distant 66 feet measured Westerly therealong from the most Westerly angle of the Block "C" being also the most Northerly angle of the said Block "C":

THENCE South 44°13' East parallel to the said Southwest limit of Block "C" 145.20 feet to an iron bar planted:

THENCE South 45°47' West 275.61 feet to an iron bar planted at the most Easterly angle of the said lot 1, Plan 518 being a point in the Southwest limit of the said Block "C":

THENCE North 44°13' West along the last said limit 145.20 feet more or less to the point of commencement.

SECONDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the ~~Town~~ ^{City} of Brampton, in the ~~County~~ ^{Regional Municipality} of Peel, formerly in the Town of Brampton, County of Peel ~~Block~~ and Province of Ontario and being composed of part of Block

"C" according to Registered Plan Number 518 for the said Town of Brampton the boundaries of which said parcel may be described as follows:

PREMISING that the Southeast limit of Eastern Avenue as laid down on the said Plan Number 518 has an astronomic bearing of North 45°47' East and relating all bearings quoted herein thereto and:

COMMENCING at an iron bar which may be located as follows:

Schedule B (continued)

BEGINNING at an iron bar planted at the most Westerly angle of the said Block "C";

THENCE South 44°13' East along the Southwest limit of the said Block 145.20 feet to an iron bar planted in the same;

THENCE continuing along the Southwest limit of the said Block "C" South 44°13' East 79.02 feet to an iron bar planted in the same.

THENCE North 45°47' East 275.61 feet to an iron bar planted;

THENCE North 44°13' West 79.02 feet to an iron bar planted;

THENCE South 45°47' West 275.61 feet more or less to the point of commencement.

THIRDLY

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the ~~Town~~ ^{City} of Brampton in the ~~County~~ ^{Regional Municipality of} of Peel and being composed of part of Block "C" according to registered Plan 518 for the said ~~Town~~ ^{City} of Brampton the boundaries of which said parcel may be described as follows:

COMMENCING at an iron bar planted in the Southeast limit of Eastern Avenue being distant 275.61 feet measured Easterly therealong from the Northwest angle of the said Block "C";

THENCE South 44°13' East 224.22 feet to an iron bar planted;

THENCE North 45°47' East 69.3 feet to a point in the Northeast limit of the said Block "C";

THENCE North 45°03'40" West along the Northwest limit of the said Block to the Northeast angle of the said Block "C";

THENCE South 45°47' West along the Southeast limit of Eastern Avenue 66.0 feet more or less to the point of commencement containing by admeasurement 0.35 acres more or less.

DATED: March 4th, 1975

B E T W E E N :

THE CORPORATION OF THE
CITY OF BRAMPTON

- and -

THE HYDRO ELECTRIC COMMISSION
OF THE CITY OF BRAMPTON

GRANT OF EASEMENT
(Block "Q", Plan 889, Brampton)

GERALD H. MARSDEN
Barrister, etc.,
24 Queen Street East,
Suite 504
Brampton, Ontario