



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 76-78

A By-law to authorize the execution  
of a Transfer.


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WHEREAS it is deemed necessary to enter into and execute  
a Transfer;

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

1. That The Corporation of the City of Brampton  
enter into and execute a Transfer with Abode Two  
Limited, Brampton Hydro-Electric Commission,  
Federal Trust Company and the Bank of Montreal,  
attached hereto as Schedule 'A'.
2. That the Mayor and the Clerk are hereby  
authorized to affix their signatures to the said  
Transfer.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 28th day of March, 1978.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THE LAND TITLES ACT

ABODE TWO LIMITED,

the registered owner of the freehold lands registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Parcel A-1

in the Register for Section M-178

in consideration of other good and valuable considerations and the sum of TWO-----(\$2.00)-----DOLLARS

paid to it, TRANSFER TO

THE CORPORATION OF THE CITY OF BRAMPTON and the BRAMPTON HYDRO-ELECTRIC COMMISSION, an easement over the land hereinafter particularly described in Schedule "A" hereto attached, being part of the Parcel, as follows:

1. (a) The free, uninterrupted and unobstructed right and easement in perpetuity to construct, repair, replace, extend, operate and maintain its underground lines of electric power and service wires and cables, conduit markers, fixtures, and equipment, including any transformers resting upon ground surface, and all appurtenances and accessories, thereto as it, the Grantee/Transferee may from time to time or at any time hereafter deem requisite 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 the Transferees and their 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 lands of the Grantors and others.

2. The Grantor covenants and agrees not to erect or permit the erection, on the ~~strip~~<sup>strip</sup> of any buildings, structures, or other obstructions of any nature whatsoever or to place or permit to be placed fill, earth or other coverings or any object on the said strip so as to obstruct or hinder the Grantees in the exercise of the rights hereby created, provided that the Grantor may erect a fence that complies with the standards of the Corporation of the City of Brampton. Should any obstruction or hindrance be placed upon the said strip, the Grantees in addition to their other rights may enter and remove the same and shall not thereby render themselves liable in damages to the Grantor.

3. The Grantee covenants with the Grantor, their 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.

4. FEDERAL TRUST COMPANY and the BANK OF MONTREAL, being mortgagees of the lands referred to in Schedule "A" hereby consent to and concur with the transfer of easement and rights herein made by the Grantors and postpone thereto their interest in the lands.

5. The burden and benefit of this transfer 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 successors and assigns.

6. 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.

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement.

ABODE TWO LIMITED

Per: [Signature]

Per: \_\_\_\_\_

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature] Mayor

Per: [Signature] Clerk

BRAMPTON HYDRO-ELECTRIC COMMISSION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

FEDERAL TRUST COMPANY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

BANK OF MONTREAL

Per: \_\_\_\_\_

Per: \_\_\_\_\_

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land, situate,  
1  
lying and being in the City of Brampton, in the Regional Municipality of Peel and being composed of all of Parts, 10, 11 and 12 according to a plan of survey of part of Blocks A and J registered Plan M-178 and filed in the Land Titles Division of the Land Registry Office for the Registry Division of Peel (No.43) as number 43R-5738.

# The Land Titles Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of the TITLE TO

parts of Blocks A and J, registered Plan M-178

AND IN THE MATTER OF A transfer of easement

THEREOF, FROM ABODE TWO LIMITED

TO THE CORPORATION OF THE CITY OF BRAMPTON and  
BRAMPTON HYDRO-ELECTRIC COMMISSION

DATED February 24, 1978

Transfer, Charge,  
Caution, Lease

I, LIBERO J. DE CARLO  
of the City of Toronto in the  
Municipality of Metropolitan Toronto

MAKE OATH AND SAY AS FOLLOWS:

1. I am <sup>President of Abode Two Limited</sup> / ~~one of the transferors~~  
named in the above mentioned Instrument, and have knowledge of the matters hereinafter  
sworn.

2. The said Instrument, and the conveyance or other dealing with land affected thereby, do  
not contravene the provisions of The Planning Act, as amended, because

Delete  
if not  
applicable

(a) ~~The present registered owner does not retain the fee or the equity of redemption in, or a  
power or right to grant, assign or exercise a power of appointment with respect to any land  
abutting the land affected by the transfer of easement~~

State  
other  
reason  
if any

(b) The land or any use of or right therein is being  
acquired for construction of a utility line as  
defined in the Ontario Energy Board Act.

SWORN before me  
at the City of Toronto  
in the Municipality of Metropolitan  
Toronto  
this  
day of March 19 78.

L/NL

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

**AFFIDAVIT**

I, Libero J. DeCarlo of 137 Dunvegan Road,  
(print name)

in the City of Toronto, in the Municipality of Metropolitan  
Toronto (print address)

**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

to a municipality (as defined in section 1 (1) (i))

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 City  
of Toronto  
in the Municipality of Metropolitan  
~~xxxx~~ Toronto  
this  
day of March 19 78

} LINA

The Land Transfer Tax Act, 1974

AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

by: **ABODE TWO LIMITED**

to: **THE CORPORATION OF THE CITY OF BRAMPTON**

and **BRAMPTON HYDRO-ELECTRIC COMMISSION**

on the **24th** day of **February** 1978.

I, **Gerald H. Marsden**  
of the **City of Brampton**

in the **Regional Municipality of Peel**

make oath and say that:

- 1. I am **the 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
<b>TOTAL CONSIDERATION</b>	<u>\$ 2.00</u>

- (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)	<u>\$ nil</u>
<b>TOTAL CONSIDERATION (should agree with 3(1) (a) above)</b>	<u>\$ 2.00</u>

All blanks must be filled in.

- 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

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

**being a transfer of easement to a public utility**

SWORN before me at the **City**  
of **Brampton, in the**  
**Regional Municipality of**  
**Peel**

this **day** of **1978**

(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.



THE LAND TITLES ACT

DATED February 24, 1978

B E T W E E N :

ABODE TWO LIMITED

and

THE CORPORATION OF THE  
CITY OF BRAMPTON and  
BRAMPTON HYDRO-ELECTRIC  
COMMISSION

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TRANSFER OF EASEMENT

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G. H. Marsden, Q.C.  
Barrister and Solicitor  
11 Queen St. E.  
Brampton, Ontario L6W 2A7

PASSED March 28 1978



# BY-LAW

No. 76-78

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of a Transfer.