

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 99-75

A By-law to authorize the  
execution of an Easement.

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

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 in the form attached hereto as Schedule  
"A", with the following:

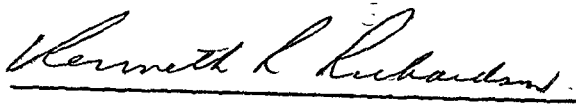
BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED.

- (2) That the Mayor and the 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 9th day of June, 1975.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THIS GRANT OF EASEMENT made the 21st day of March, 1975.

BETWEEN:

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED,  
a Company incorporated under the laws of the  
Province of Ontario,

(hereinafter called the "Grantor"),

OF THE FIRST PART,

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

(hereinafter called the "Grantee"),

OF THE SECOND PART.

1. WHEREAS the Grantor is the owner in fee simple and in possession of the land described in Schedule "A" herein (the "Easement Lands").
2. AND WHEREAS the Grantor has installed certain drainage facilities on the Easement Lands.
3. NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) the Grantor hereby GRANTS and conveys to the Grantee, its successors and assigns, the rights and easements:

- (a) To enter upon the Easement Lands for the purpose of constructing, installing, maintaining, replacing and operating storm sewers and or above ground drainage works in and upon the Easement Lands and of keeping and maintaining them at all times in good condition and repair; and for every such purpose the Grantee shall have the access to the said lands and works at all times, by its servants, employees and workmen.

The aforesaid rights and easements are herein granted on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee.

4. Any work undertaken pursuant to this Indenture shall be done with the least possible damage to the lands of the Grantor, its successors and assigns, and the Grantee doth further covenant and agree that after any work, which may from time to time be necessary has been completed, to restore the said lands to the same condition as nearly as possible as they were at the time of commencing such undertaking.

5. The Grantor doth covenant and agree that it will not erect any building or structure on the Easement Lands or in any way interfere with the Easement hereby granted to the Grantee.

6. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

Per: *Maxwell*

Per: *M. Speer*

THE CORPORATION OF THE CITY OF BRAMPTON

Per: *James E. ...*

Per: *Herbert R. Richardson*

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 Township of Chinguacousy, in the County of Peel) and being composed of Part of Block E and Part of Block AA on Registered Plan No. 977, registered in the Registry Office for the Registry Division of Peel (No. 43) and designated as Parts 1, 2 and 3 on Plan 43R-2862.

The Land Transfer Tax Act, 1974  
AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

by: BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

to: THE CORPORATION OF THE CITY OF BRAMPTON

on the . . . . . day of . . . . . 19 . . . . .

I, MOREY SPEIGEL

of the City of Toronto

in the Municipality of Metropolitan Toronto

make oath and say that:

Identify the parties to the conveyance

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

- 1. I am a Vice-President of Bramalea Consolidated Developments/  
named in the within (or annexed) conveyance. Limited
- 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>	<b>\$</b>	<b><u>2.00</u></b>

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

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 For the purposes of granting a storm and drainage easement to the Corporation of the City of Brampton - no consideration passing.

SWORN before me at the City of Toronto

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

in the Municipality of Metropolitan Toronto

*M. Speigel*  
(signature) Vice President

this 27th day of March, 19 75

*[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 included in the total value of the transaction with a value of less than \$100.00, the applicable tax should be



Ontario

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

**AFFIDAVIT**

I, MORRIS SMITH of 1867 Yonge Street  
(print name)  
Suite 1000 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:  
a conveyance to a municipal corporation

describe nature  
of disposition

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

in the city  
of Toronto, in the Municipality  
of Metropolitan Toronto  
(this 2)  
day of May 1975

Patricia W. Jones  
A Commissioner, etc.

DATED: March 21, 1975

BRAMALEA CONSOLIDATED  
DEVELOPMENTS LIMITED

- and -

THE CORPORATION OF THE  
CITY OF BRAMPTON

---

GRANT OF EASEMENT

---

SHIFF, GROSS  
Suite 800  
1867 Yonge Street  
TORONTO, Ontario

RAP

CITY OF  
BRAMPTON

No. 355103

REGISTRY DIVISION OF THE CITY OF BRAMPTON  
CERTIFY THAT THIS INSTRUMENT IS REGISTERED TO  
THE SATISFACTION OF THE CITY OF BRAMPTON

JUN 17 1975

1975

REGISTERED TO THE  
CITY OF BRAMPTON  
ON 17/06/75  
BY THE REGISTRAR