



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 116-78


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

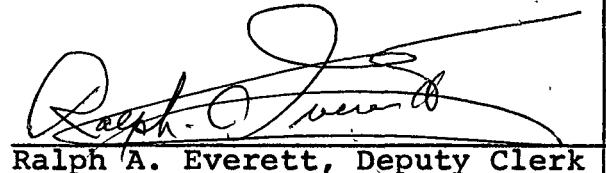
WHEREAS it is deemed necessary to enter into and execute
an Easement;

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

1. That the Corporation of the City of Brampton
enter into and execute an Easement with The
Regional Municipality of Peel, attached hereto
as Schedule 'A'.
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 23rd day of May, 1978.


James E. Archdekin, Mayor


Ralph A. Everett, Deputy Clerk

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

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the GRANTOR

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF PEEL,

hereinafter called the GRANTEE

OF THE SECOND PART

WHEREAS the Grantor wishes to convey to the Grantee an easement over certain lands ~~AND THE KNOWLEDGE OF THE GRANTOR AND GRANTEE~~

AND WHEREAS the servient tenement of the Grantor is described herein and the dominant tenement of the Grantee consists of the system of pipes of the Regional Municipality of Peel situate in the Regional Municipality of Peel together with buildings and plants of the Region situate on lands owned by the Regional Municipality of Peel.

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 admitted) the Grantor hereby grants, conveys and transfers unto the Grantee its successors and assigns, forever, the right, interest and 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 all ~~XX~~ and ~~XX~~ ~~XX~~ sewers, drains, watermains, gas mains, aerial and buried hydro electric and telephone installations, television cables, ~~XX~~ and apparatuses to utilities, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Grantee shall have access to the said lands at all times by its servants, agents, contractors, licensees and assignees and its or their vehicles, supplies and equipment.

The Grantor hereby agrees that the Grantee shall have the right to sever, fell, 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 servient land, which may at any time interfere with or endanger the operation of the ~~XXXXXXXXXXXX~~ sewers and watermains.

The servient tenement (easement) is more particularly described in Schedule "A" to this Indenture. ~~XX~~ ~~XX~~ ~~XX~~ ~~XX~~

The Grantor hereby promises the Regional Municipality of Peel that no other easement will be granted over the land in Schedule "A" prior to registration of this document.

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

The Grantor, for itself, its successors and assigns, covenants with the Grantee, its successors and assigns to keep the said land free and clear of any buildings, structures or obstructions; not to deposit on or remove any fill from said land, and not to do or suffer to be done any other thing which might injure or damage the said ~~XXXXXXXXXXXX~~ sewers and watermains.

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 as may be requisite.

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

~~The xxxxxxxx of the xxxxxxxx hereby xxxxxxxx the xxxxxxxx of the xxxxxxxx property xxxxxxxx hereby granted xxxxxxxx to xxxxxxxx for xxxxxxxx in xxxxxxxx favour xxxxxxxx~~

IN WITNESS WHEREOF the parties hereto have executed this document the year and date first above mentioned.

SIGNED, SEALED

AND DELIVERED

In the presence of:

) THE CORPORATION OF THE CITY OF
) BRAMPTON

) PER:

James E. Richardson

) PER:

[Signature]

) THE REGIONAL MUNICIPALITY OF PEEL

) PER:

[Signature]
Chairman

) PER:

[Signature]
Clerk

AUTHORIZATION BY-LAW
NUMBER.....117-74.....
PASSED BY THE REGIONAL
COUNCIL ON THE.....8.....
DAY OF August..... 19.74.....

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 Lot Fifteen in the Second Concession East of Hurontario Street, in the said City, more particularly designated as Blocks F, G and H according to a Plan of Subdivision registered in the Land Registry Office for the Land Titles Division (No. 43) as Number M-113.

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

AFFIDAVIT

I, John G. Metras of the Town of
(print name)
Thornbury, in the County of Grey
(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

Disposition of designated land by a Municipality

as provided for by section 4, clause b, subclause _____, of
the above Act.

delete this
paragraph if
inapplicable

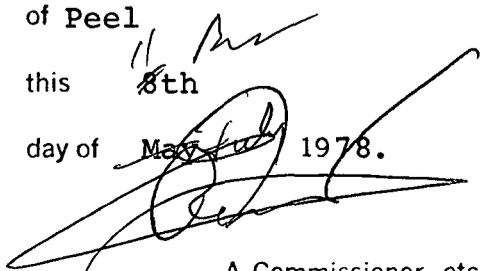
~~2. I am the transferor making the disposition referred to in paragraph 1 hereof.
Since the acquisition of my interest in the designated land that is referred to
in paragraph 1 hereof and that is being disposed of to the transferee named
in the attached instrument or writing, no disposition with respect 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 Brampton
in the Regional Municipality
of Peel

this 8th
day of May 1978.



A Commissioner, etc.



JOHN G. METRAS

AFFIDAVIT OF SUBSCRIBING WITNESS

I,

of the

in the

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at by

*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 CORPORATION OF THE CITY OF BRAMPTON

to: THE REGIONAL MUNICIPALITY OF PEEL

on the 14 day of April 19 78

I, Leonard W. Stewart

of the City of Mississauga

in the Regional Municipality of Peel

MAKE OATH AND SAY THAT:

1. I am 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 Conveyance for municipal purposes. There is no taxable consideration passing.

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

this 17th day of July 19 78

(signature)

Commissioner, etc.

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.

All blanks must be filled in.

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.

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.

(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".

1978

April 14

THE CORPORATION OF THE CITY OF BRAMPTON

TO

THE REGIONAL MUNICIPALITY OF PEEL

Address: 150 Central Park Drive Bramalea, Ontario

GRANT OF EASEMENT

Blks. F, G and H, Plan M-113. City of Brampton.

Dye & Durham Co. Limited, 160 Bartley Drive, Toronto

ASSESSMENT ROLL NO.

ADDRESS OF PROPERTY:

Region of Peel Property Division 85 Kennedy Road South Brampton, Ontario

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	

PASSED May 23 19 78



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