



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW


Number 117-79

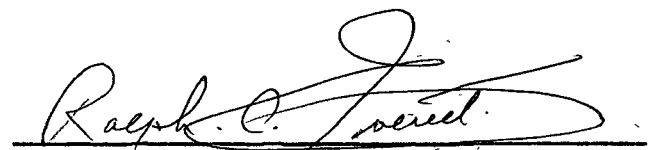
To authorize the execution of a  
Transfer of Easements from Peel  
Condominium Corporation No. 186  
to The Corporation of the City  
of Brampton.

The Council of the Corporation of the City of Brampton  
ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized  
to execute Transfer of Easements from Peel  
Condominium Corporation No. 186 to the  
Corporation of the City of Brampton, in the  
form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open  
Council this 22nd day of May, 1979.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

PASSED May 22, 19 79

---

---



# BY-LAW

No. 117-79

To authorize the execution of a  
Transfer of Easements from Peel  
Condominium Corporation No. 186  
to The Corporation of the City  
of Brampton.



Transfer of Easement

THE LAND TITLES ACT

PEEL CONDOMINIUM CORPORATION NO. 186

herein called the Transferor, the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton, as Parcel C- , in the Register for Section M-174,

in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) paid to it,

TRANSFERS TO:

THE CORPORATION OF THE CITY OF BRAMPTON,

herein called the Transferee, the free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, install, operate, maintain, inspect, repair, alter, replace and remove surface watercourses and above-ground drainage, all necessary culverts, catch basins, pipes, conduits, equipment, and all appurtenances or accessories thereto as the Transferee may from time to time or at any time hereafter deem requisite, upon, under, along and across the lands described in Schedule "A" hereto, hereinafter called the servient lands.

TOGETHER with the right of free, uninterrupted and unobstructed access for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over such portion of the above-mentioned parcel as may from time to time be unencumbered by any building or other structure, fences excepted, to and from the servient lands;

The Transferee covenants and agrees with the Transferor that it shall as far as possible restore the surface to the same

condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures, or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient lands by the Transferor, its agents, servants, or workmen, without the written consent of the Commissioner of Public Works for the City of Brampton.

The Transferor hereby agrees that the Transferee 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 lands, which may at any time interfere with or endanger the operation of the said surface watercourses and above-ground drainage.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Transferor has hereunto affixed its corporate seal over the hand of its proper officers duly authorized in that behalf this 29<sup>th</sup> day of March, 1979.

PEEL CONDOMINIUM CORPORATION NO. 186

PER: \_\_\_\_\_

President

PER: \_\_\_\_\_

Secretary

IN WITNESS WHEREOF the Transferee has hereunto affixed its corporate seal over the hands of its proper officers duly authorized in that behalf this 22<sup>nd</sup> day of May, 1979.

THE CORPORATION OF THE CITY OF BRAMPTON

PER: \_\_\_\_\_

PER: \_\_\_\_\_

SCHEDULE "A"

That certain parcel of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of that part of Block C, according to a Plan filed in the Land Registry Office for the Land Titles Division of Brampton (No. 43) as Number M-174, designated as Parts 1, 2 and 3 on a Plan of Survey filed in the said Office as No. 43R-6628.

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)  
under Subsection 2 of Section 8A of the said Act

AND IN THE MATTER OF a Transfer of an Easement  
THEREOF, FROM SPRUCE VALLEY HOMES

TO: THE CORPORATION OF THE CITY OF BRAMPTON

DATED 29 MARCH 1979

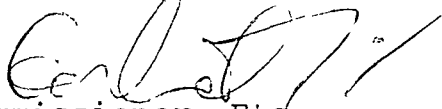
I, MARK LEWIS BERENS,  
of the City of Toronto, in the Municipality of Metropolitan  
Toronto,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President of Peel Condominium Corporation No. 186, named in the above-mentioned Instrument and have knowledge of the matters hereinafter sworn.
2. The attached transfer of easement was authorized by the said Corporation under By-Law No. 4 of Peel Condominium Corporation No. 186 registered on March 16, 1979 as No. 211822.

SWORN before me at the City of )  
 Toronto, in the Municipality )  
 of Metropolitan Toronto, this )  
 29 day of March, 1979. )

  
 MARK LEWIS BERENS

  
 A Commissioner, Etc.

DATED

, 1979

PEEL CONDOMINIUM CORPORATION  
NO. 186

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON

-----  
TRANSFER OF EASEMENT  
-----

Parcel C-  
Section M-174, Brampton

BERENS, ZIMMERMAN AND WARREN  
BARRISTERS AND SOLICITORS  
2 BLOOR STREET EAST  
SUITE 2606  
TORONTO, ONTARIO  
M4W 1A8

Transfer of Easement

THE LAND TITLES ACT

PEEL CONDOMINIUM CORPORATION NO. 186

herein called the Transferor, the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton, as Parcel C- , in the Register for Section M-174,

in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) paid to it,

TRANSFERS TO:

THE CORPORATION OF THE CITY OF BRAMPTON, herein called the Transferee, the free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, install, operate, maintain, inspect, repair, alter, replace and remove surface watercourses and above-ground drainage, all necessary culverts, catch basins, pipes, conduits, equipment, and all appurtenances or accessories thereto as the Transferee may from time to time or at any time hereafter deem requisite, upon, under, along and across the lands described in Schedule "A" hereto, hereinafter called the servient lands.

TOGETHER with the right of free, uninterrupted and unobstructed access for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over such portion of the above-mentioned parcel as may from time to time be unencumbered by any building or other structure, fences excepted, to and from the servient lands;

The Transferee covenants and agrees with the Transferor that it shall as far as possible restore the surface to the same



condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures, or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient lands by the Transferor, its agents, servants, or workmen, without the written consent of the Commissioner of Public Works for the City of Brampton.

The Transferor hereby agrees that the Transferee 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 lands, which may at any time interfere with or endanger the operation of the said surface watercourses and above-ground drainage.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Transferor has hereunto affixed its corporate seal over the hand of its proper officers duly authorized in that behalf this 29th day of March, 1979.

PEEL CONDOMINIUM CORPORATION NO. 186

PER: \_\_\_\_\_

President

PER: \_\_\_\_\_

Secretary

IN WITNESS WHEREOF the Transferee has hereunto affixed its corporate seal over the hands of its proper officers duly authorized in that behalf this 22nd day of May, 1979.

THE CORPORATION OF THE CITY OF BRAMPTON

PER: \_\_\_\_\_

PER: \_\_\_\_\_

SCHEDULE "A"

That certain parcel of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of that part of Block C, according to a Plan filed in the Land Registry Office for the Land Titles Division of Brampton (No. 43) as Number M-174, designated as Parts 1, 2 and 3 on a Plan of Survey filed in the said Office as No. 43R-6628.

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)  
under Subsection 2 of Section 8A of the said Act

AND IN THE MATTER OF a Transfer of an Easement  
THEREOF, FROM SPRUCE VALLEY HOMES

TO: THE CORPORATION OF THE CITY OF BRAMPTON

DATED 29 MARCH 1979

I, MARK LEWIS BERENS,  
of the City of Toronto, in the Municipality of Metropolitan  
Toronto,

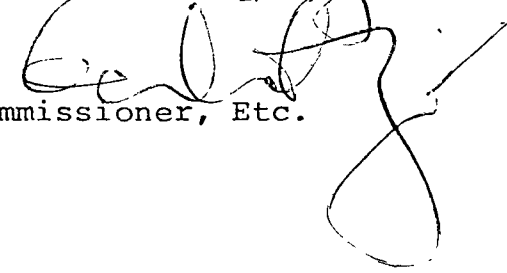
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President of Peel Condominium Corporation No.  
186, named in the above-mentioned Instrument and  
have knowledge of the matters hereinafter sworn.

2. The attached transfer of easement was authorized by the  
said Corporation under By-Law No. 4 of Peel Condominium Corporation  
No. 186 registered on March 16, 1979 as No. 211822.

SWORN before me at the City of )  
Toronto, in the Municipality )  
of Metropolitan Toronto, this )  
2nd day of March, 1979. )

  
MARK LEWIS BERENS

  
A Commissioner, Etc.

DATED

, 1979

PEEL CONDOMINIUM CORPORATION  
NO. 186

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON

-----  
TRANSFER OF EASEMENT  
-----

Parcel C-  
Section M-174, Brampton

BERENS, ZIMMERMAN AND WARREN  
BARRISTERS AND SOLICITORS  
2 BLOOR STREET EAST  
SUITE 2606  
TORONTO, ONTARIO  
M4W 1A8

Transfer of Easement

THE LAND TITLES ACT

PEEL CONDOMINIUM CORPORATION NO. 186

herein called the Transferor, the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton, as Parcel C- , in the Register for Section M-174,

in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) paid to it,

TRANSFERS TO:

THE CORPORATION OF THE CITY OF BRAMPTON, herein called the Transferee, the free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, install, operate, maintain, inspect, repair, alter, replace and remove surface watercourses and above-ground drainage, all necessary culverts, catch basins, pipes, conduits, equipment, and all appurtenances or accessories thereto as the Transferee may from time to time or at any time hereafter deem requisite, upon, under, along and across the lands described in Schedule "A" hereto, hereinafter called the servient lands.

TOGETHER with the right of free, uninterrupted and unobstructed access for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over such portion of the above-mentioned parcel as may from time to time be unencumbered by any building or other structure, fences excepted, to and from the servient lands;

The Transferee covenants and agrees with the Transferor that it shall as far as possible restore the surface to the same

condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures, or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient lands by the Transferor, its agents, servants, or workmen, without the written consent of the Commissioner of Public Works for the City of Brampton.

The Transferor hereby agrees that the Transferee 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 lands, which may at any time interfere with or endanger the operation of the said surface watercourses and above-ground drainage.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Transferor has hereunto affixed its corporate seal over the hand of its proper officers duly authorized in that behalf this 29th day of March, 1979.

PEEL CONDOMINIUM CORPORATION NO. 186

PER: [Signature]

President

PER: [Signature]

Secretary

IN WITNESS WHEREOF the Transferee has hereunto affixed its corporate seal over the hands of its proper officers duly authorized in that behalf this 22nd day of May, 1979.

THE CORPORATION OF THE CITY OF BRAMPTON

PER: [Signature]

PER: [Signature]

SCHEDULE "A"

That certain parcel of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of that part of Block C, according to a Plan filed in the Land Registry Office for the Land Titles Division of Brampton (No. 43) as Number M-174, designated as Parts 1, 2 and 3 on a Plan of Survey filed in the said Office as No. 43R-6628.

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)  
under Subsection 2 of Section 8A of the said Act

AND IN THE MATTER OF a Transfer of an Easement  
THEREOF, FROM SPRUCE VALLEY HOMES

TO: THE CORPORATION OF THE CITY OF BRAMPTON

DATED 29 MARCH 1979

I, MARK LEWIS BERENS,  
of the City of Toronto, in the Municipality of Metropolitan  
Toronto,

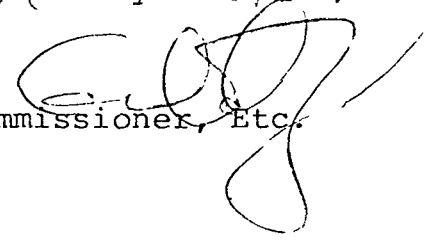
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President of Peel Condominium Corporation No.  
186, named in the above-mentioned Instrument and  
have knowledge of the matters hereinafter sworn.

2. The attached transfer of easement was authorized by the  
said Corporation under By-Law No. 4 of Peel Condominium Corporation  
No. 186 registered on March 16, 1979 as No. 211822.

SWORN before me at the City of )  
Toronto, in the Municipality )  
of Metropolitan Toronto, this )  
2<sup>nd</sup> day of March, 1979. )

Mark L. Berens  
MARK LEWIS BERENS

A Commissioner, Etc.  




DATED

, 1979

PEEL CONDOMINIUM CORPORATION  
NO. 186

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON

-----  
TRANSFER OF EASEMENT  
-----

Parcel C-  
Section M-174, Brampton

BERENS, ZIMMERMAN AND WARREN  
BARRISTERS AND SOLICITORS  
2 BLOOR STREET EAST  
SUITE 2606  
TORONTO, ONTARIO  
M4W 1A8

Transfer of Easement

THE LAND TITLES ACT

PEEL CONDOMINIUM CORPORATION NO. 186

herein called the Transferor, the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton, as Parcel C- , in the Register for Section M-174,

in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) paid to it,

TRANSFERS TO:

THE CORPORATION OF THE CITY OF BRAMPTON, herein called the Transferee, the free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, install, operate, maintain, inspect, repair, alter, replace and remove drainage works of all types, all necessary culverts, catch basins, pipes, conduits, equipment, and all appurtenances or accessories thereto as the Transferee may from time to time or at any time hereafter deem requisite, upon, under, along and across the lands described in Schedule "A" hereto, hereinafter called the servient lands.

TOGETHER with the right of free, uninterrupted and unobstructed access for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over such portion of the above-mentioned parcel as may from time to time be unencumbered by any building or other structure, fences excepted, to and from the servient lands;

The Transferee covenants and agrees with the Transferor that it shall as far as possible restore the surface to the same

condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures, or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient lands by the Transferor, its agents, servants, or workmen, without the written consent of the Commissioner of Public Works for the City of Brampton.

The Transferor hereby agrees that the Transferee 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 lands, which may at any time interfere with or endanger the operation of the said drainage works of all types.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Transferor has hereunto affixed its corporate seal over the hand of its proper officers duly authorized in that behalf this 29<sup>th</sup> day of March 1979.

PEEL CONDOMINIUM CORPORATION NO. 186

PER: \_\_\_\_\_  
President

PER: \_\_\_\_\_  
Secretary

IN WITNESS WHEREOF the Transferee has hereunto affixed its corporate seal over the hands of its proper officers duly authorized in that behalf this 27<sup>th</sup> day of May, 1979.

THE CORPORATION OF THE CITY OF BRAMPTON

PER: \_\_\_\_\_

PER: \_\_\_\_\_

SCHEDULE "A"

That certain parcel of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of that part of Block C, according to a Plan filed in the Land Registry Office for the Land Titles Division of Brampton (No. 43) as Number M-174, designated as Part 2 on a Plan of Survey filed in the said Office as No. 43R-6628.

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)  
under Subsection 2 of Section 8A of the said Act  
AND IN THE MATTER OF a Transfer of an Easement  
THEREOF, FROM SPRUCE VALLEY HOMES

TO: THE CORPORATION OF THE CITY OF BRAMPTON

DATED 29 MARCH 1979

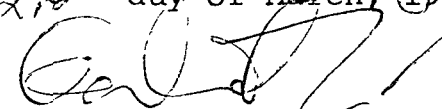
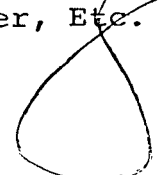
I, MARK LEWIS BERENS,  
of the City of Toronto, in the Municipality of Metropolitan  
Toronto,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President of Peel Condominium Corporation No. 186, named in the above-mentioned Instrument and have knowledge of the matters hereinafter sworn.
2. The attached transfer of easement was authorized by the said Corporation under By-Law No. 4 of Peel Condominium Corporation No. 186 registered on March 16, 1979 as No. 211822.

SWORN before me at the City of )  
 Toronto, in the Municipality )  
 of Metropolitan Toronto, this )  
 29<sup>th</sup> day of March, 1979. )

  
 \_\_\_\_\_  
 MARK LEWIS BERENS

  
 A Commissioner, Etc.  


ATED

, 1979

PEEL CONDOMINIUM CORPORATION  
NO. 186

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON

---

TRANSFER OF EASEMENT

---

Parcel C-  
Section M-174, Brampton

BERENS, ZIMMERMAN AND WARREN  
BARRISTERS AND SOLICITORS  
2 BLOOR STREET EAST  
SUITE 2606  
TORONTO, ONTARIO  
M4W 1A8

Transfer of Easement

THE LAND TITLES ACT

PEEL CONDOMINIUM CORPORATION NO. 186

herein called the Transferor, the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton, as Parcel C- , in the Register for Section M-174,

in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) paid to it,

TRANSFERS TO:

THE CORPORATION OF THE CITY OF BRAMPTON, herein called the Transferee, the free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, install, operate, maintain, inspect, repair, alter, replace and remove drainage works of all types, all necessary culverts, catch basins, pipes, conduits, equipment, and all appurtenances or accessories thereto as the Transferee may from time to time or at any time hereafter deem requisite, upon, under, along and across the lands described in Schedule "A" hereto, hereinafter called the servient lands.

TOGETHER with the right of free, uninterrupted and unobstructed access for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over such portion of the above-mentioned parcel as may from time to time be unencumbered by any building or other structure, fences excepted, to and from the servient lands;

The Transferee covenants and agrees with the Transferor that it shall as far as possible restore the surface to the same

condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures, or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient lands by the Transferor, its agents, servants, or workmen, without the written consent of the Commissioner of Public Works for the City of Brampton.

The Transferor hereby agrees that the Transferee 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 lands, which may at any time interfere with or endanger the operation of the said drainage works of all types.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Transferor has hereunto affixed its corporate seal over the hand of its proper officers duly authorized in that behalf this 29th day of March, 1979.

PEEL CONDOMINIUM CORPORATION NO. 186

PER: [Signature]  
President

PER: [Signature]  
Secretary

IN WITNESS WHEREOF the Transferee has hereunto affixed its corporate seal over the hands of its proper officers duly authorized in that behalf this 22nd day of May, 1979.

THE CORPORATION OF THE CITY OF BRAMPTON

PER: [Signature]

PER: [Signature]



SCHEDULE "A"

That certain parcel of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of that part of Block C, according to a Plan filed in the Land Registry Office for the Land Titles Division of Brampton (No. 43) as Number M-174, designated as Part 2 on a Plan of Survey filed in the said Office as No. 43R-6628.

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)  
under Subsection 2 of Section 8A of the said Act

AND IN THE MATTER OF a Transfer of an Easement  
THEREOF, FROM SPRUCE VALLEY HOMES

TO: THE CORPORATION OF THE CITY OF BRAMPTON

DATED 29 MARCH 1979

I, MARK LEWIS BERENS,  
of the City of Toronto, in the Municipality of Metropolitan  
Toronto,


MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President of Peel Condominium Corporation No.  
186, named in the above-mentioned Instrument and  
have knowledge of the matters hereinafter sworn.

2. The attached transfer of easement was authorized by the  
said Corporation under By-Law No. 4 of Peel Condominium Corporation  
No. 186 registered on March 16, 1979 as No. 211822.

SWORN before me at the City of )  
Toronto, in the Municipality )  
of Metropolitan Toronto, this )  
21<sup>st</sup> day of March, 1979. )

  
MARK LEWIS BERENS

  
A Commissioner, Etc.

ATED

, 1979

PEEL CONDOMINIUM CORPORATION  
NO. 186

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON

-----  
TRANSFER OF EASEMENT  
-----

Parcel C-  
Section M-174, Brampton

BERENS, ZIMMERMAN AND WARREN  
BARRISTERS AND SOLICITORS  
2 BLOOR STREET EAST  
SUITE 2606  
TORONTO, ONTARIO  
M4W 1A8

THE LAND TITLES ACT

PEEL CONDOMINIUM CORPORATION NO. 186

herein called the Transferor, the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) at Brampton, as Parcel C- , in the Register for Section M-174,

in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) paid to it,

TRANSFERS TO:

THE CORPORATION OF THE CITY OF BRAMPTON, herein called the Transferee, the free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, install, operate, maintain, inspect, repair, alter, replace and remove drainage works of all types, all necessary culverts, catch basins, pipes, conduits, equipment, and all appurtenances or accessories thereto as the Transferee may from time to time or at any time hereafter deem requisite, upon, under, along and across the lands described in Schedule "A" hereto, hereinafter called the servient lands.

TOGETHER with the right of free, uninterrupted and unobstructed access for the Transferee, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over such portion of the above-mentioned parcel as may from time to time be unencumbered by any building or other structure, fences excepted, to and from the servient lands;

The Transferee covenants and agrees with the Transferor that it shall as far as possible restore the surface to the same

condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures, or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient lands by the Transferor, its agents, servants, or workmen, without the written consent of the Commissioner of Public Works for the City of Brampton.

The Transferor hereby agrees that the Transferee 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 lands, which may at any time interfere with or endanger the operation of the said drainage works of all types.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Transferor has hereunto affixed its corporate seal over the hand of its proper officers duly authorized in that behalf this 29th day of March, 1979.

PEEL CONDOMINIUM CORPORATION NO. 186

PER: \_\_\_\_\_  
President

PER: \_\_\_\_\_  
Secretary

IN WITNESS WHEREOF the Transferee has hereunto affixed its corporate seal over the hands of its proper officers duly authorized in that behalf this 12th day of May, 1979.

THE CORPORATION OF THE CITY OF BRAMPTON

PER: \_\_\_\_\_

PER: \_\_\_\_\_

SCHEDULE "A"

That certain parcel of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, and being composed of that part of Block C, according to a Plan filed in the Land Registry Office for the Land Titles Division of Brampton (No. 43) as Number M-174, designated as Part 2 on a Plan of Survey filed in the said Office as No. 43R-6628.

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)  
under Subsection 2 of Section 8A of the said Act  
AND IN THE MATTER OF a Transfer of an Easement  
THEREOF, FROM SPRUCE VALLEY HOMES

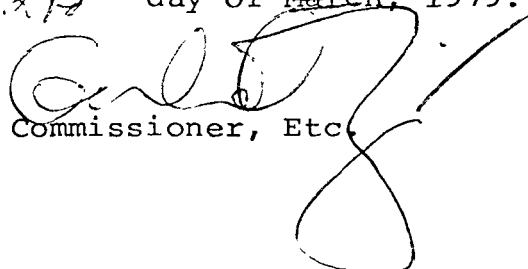
TO: THE CORPORATION OF THE CITY OF BRAMPTON

DATED 29 MARCH 1979

I, MARK LEWIS BERENS,  
of the City of Toronto, in the Municipality of Metropolitan  
Toronto,  
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President of Peel Condominium Corporation No. 186, named in the above-mentioned Instrument and have knowledge of the matters hereinafter sworn.
2. The attached transfer of easement was authorized by the said Corporation under By-Law No. 4 of Peel Condominium Corporation No. 186 registered on March 16, 1979 as No. 211822.

SWORN before me at the City of )  
Toronto, in the Municipality )  
of Metropolitan Toronto, this )  
29 day of March, 1979. )

  
A Commissioner, Etc.

  
MARK LEWIS BERENS

PEEL CONDOMINIUM CORPORATION  
NO. 186

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON

-----  
TRANSFER OF EASEMENT  
-----

Parcel C-  
Section M-174, Brampton

BERENS, ZIMMERMAN AND WARREN  
BARRISTERS AND SOLICITORS  
2 BLOOR STREET EAST  
SUITE 2606  
TORONTO, ONTARIO  
M4W 1A8