



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 138-77

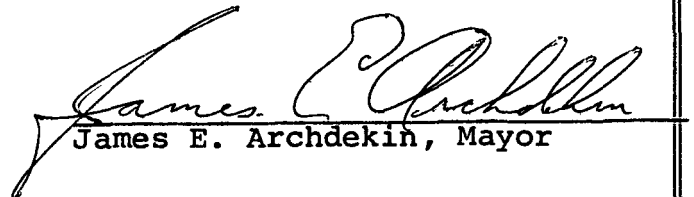
A By-law to authorize the execution of an Easement.

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 Hydro Electric Commission of the City of Brampton, 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 13th day of June, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

The Land Titles Act

I, THE CORPORATION OF THE CITY OF BRAMPTON

the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel as Parcel in the register for

in consideration of ~~the sum of~~ other good and valuable consideration

--and the sum of TWO -----(\$2.00)-----00/100-- Dollars

paid to it TRANSFER to THE HYDRO ELECTRIC COMMISSION OF THE CITY OF BRAMPTON

~~of the~~ ~~of~~ ~~in the~~

an easement over

the land hereinafter particularly described ~~namely~~ in Schedule "A" hereto attached, being part of the Parcel, as follows:

1. (a) A 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 and all appurtenances and accessories and above ground transformers, thereto as it, the Grantee 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 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 lands of the Grantors and others.

2. 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 so as to obstruct or hinder the Grantees 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 lands. 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 themselves liable in damages to the Grantor.

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

4. 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 Grantees lines of electric power and service wires and equipment or to rectify such damage to the reasonable satisfaction of the Grantors and shall as far as possible, replace any soil or turf or pavement removed in connection with any of the work referred to above.

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

6. The burden and benefit of this grant of easement shall run with the land and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

DATED the 25th day of May 19 77

WITNESS:

THE CORPORATION OF THE CITY OF BRAMPTON

Per: James E. Gochalchin MAYOR

Per: Kenneth R. Richardson CLERK

THE HYDRO ELECTRIC COMMISSION OF THE CITY OF BRAMPTON

Per: _____

Per: _____

AFFIDAVIT OF SUBSCRIBING WITNESS

I,
of the
in the
I am a subscribing witness to the attached instrument and I was present and saw it executed
at _____ by _____ make oath and say:

*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)"

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 Town of Brampton, County of Peel) and registered in the Land Registry Office for the Registry Division of Peel and designated as Part 1 on a plan of survey of record in the Land Titles Office for the Land Registry Division of Peel (No. 43) as No. 43R-4938 at Brampton being the whole of Parcel Section



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

AFFIDAVIT

I, Judith E. Hendy of the City of Brampton
(print name)
in the Regional Municipality of Peel
(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
day of 19

JUDITH E. HENDY

Amended, Jan 1975

THE LAND TRANSFER TAX ACT, 1974

AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

Identify the parties to the conveyance

by. THE CORPORATION OF THE CITY OF BRAMPTON

to. THE HYDRO ELECTRIC COMMISSION OF THE CITY OF BRAMPTON

on the 25th day of May

19 77

I, Gerald H. Marsden of the City of Brampton in the Regional Municipality of Peel

MAKE OATH AND SAY THAT:

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 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 (b) Chattels — items of tangible personal property (see note)

\$ 2.00
\$ 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 (b) Property transferred in exchange (Detail Below) (c) Securities transferred to the value of (Detail Below) (d) Balances of existing encumbrances with interest owing at date of transfer (e) Monies secured by mortgage under this transaction (f) Liens, legacies, annuities and maintenance charges to which transfer is subject (g) Other (Detail Below)

\$ 2.00
\$ nil
\$ nil
\$ nil
\$ nil
\$ nil
\$ nil

All blanks must be filled in

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? na/
6 Other remarks and explanations, if necessary this transfer being a grant of easement to a public utility

XXXXXXXXXXXX

SWORN before me at the City of Brampton, in the Regional Municipality of Peel this day of 19 77

(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, RSO 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"

The Land Titles Act

Dated 25th day of May 19 77

THE CORPORATION OF THE CITY OF BRAMPTON

TO

THE HYDRO ELECTRIC COMMISSION OF THE CITY OF BRAMPTON

Address:

TRANSFER OF EASEMENT ~~EX~~ OVER

~~Wentworth~~ Freehold Land

WITHOUT DOWER

Dye & Durham Co Limited, 160 Bartley Drive Toronto

ASSESSMENT ROLL NO

ADDRESS OF PROPERTY

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

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	

RESOLVED June 13, 1977



BY-LAW

No. 138-77

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