

THE CORPORATION OF THE CITY OF BRAMPTON

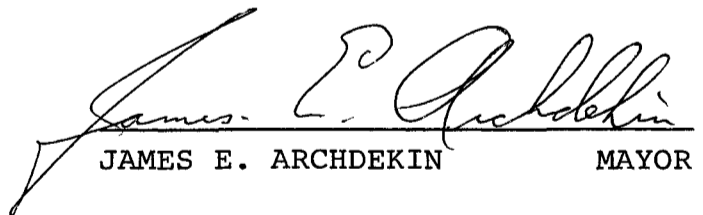
BY-LAW NUMBER 148-75

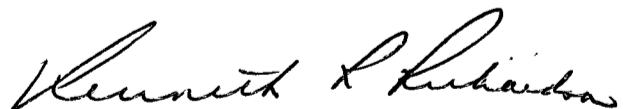
Being a by-law to authorize the execution of an easement from the Coventry Group Limited to the City of Brampton dated the 9th day of June 1975 in the form annexed hereto.

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

THAT the Mayor and the Clerk are hereby authorized to execute an easement between the Coventry Group Limited and the City of Brampton in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this *11th* day of *August* 1975.


JAMES E. ARCHDEKIN MAYOR


KENNETH R. RICHARDSON CLERK

THIS INDENTURE made this 9th day of June, 1975.

10-124524-2
525-4
485-7
490-0

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

B E T W E E N :

THE COVENTRY GROUP LIMITED, a Corporation
incorporated under the laws of the Province
of Ontario,

Hereinafter called the "GRANTOR",
OF THE FIRST PART;

-and-

THE CORPORATION OF THE REGIONAL MUNICIPALITY
OF PEEL, and THE CORPORATION OF THE CITY OF
BRAMPTON,

Hereinafter called the "GRANTEES",
OF THE SECOND PART;

-and-

THE CANADA TRUST COMPANY, a Company registered
under the laws of the Dominion of Canada, having
a registered office at Toronto, Ontario,

Hereinafter called the "MORTGAGEE"
OF THE THIRD PART.

WHEREAS the Grantor wishes to convey to the Grantees an
easement over certain lands and the Mortgagee has agreed to this
being done;

AND WHEREAS the servient tenement of the Grantor is de-
scribed herein and the dominant tenement of the Grantees consists
of the system of pipes of The Corporation 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 together with the system
of pipes of The Corporation of the City of Brampton situate in the
City of Brampton together with buildings and plants of the City
situate on land owned by the City of Brampton;

WITNESSETH that in consideration of other good and valuable
consideration and the sum of TWO (\$2.00) DOLLARS 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 Grantees, their 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 and any utilities whatsoever and without restricting the generality herein to include sewers, drains, watermains, gas mains, aerial and buried hydro electric and telephone installations, television cables and appurtenances to utilities, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Grantees shall have access to the said lands at all times by their servants, agents, contractors, licensees and assignees and their vehicles, supplies and equipment.

The Grantor hereby agrees that the Grantees 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 or maintenance of the sewers, watermains and utilities.

The servient tenement (easement) is more particularly described in Schedule "A" to this Indenture. The easement described in Schedule "A" is appurtenant to the lands described in Schedule "B".

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

The Grantees hereby agree 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 Grantees, their successors and assigns, to keep the said land free and clear of any buildings, structures or obstructions, such as concrete pavements or trees; 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

sewers, watermains and utilities.

The Grantor covenants with the Grantees that it has the right to convey the said easement to the Grantees notwithstanding any act of the said Grantor.

The Grantor covenants with the Grantees 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 Grantees all its claims upon the estate herewith conveyed.

The Mortgagee of the Third Part hereby consents to the granting of the property rights hereby granted and hereby postpones his mortgage in favour thereof.

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 COVENTRY GROUP LIMITED,

Per: [Signature]
Pres.

THE CORPORATION OF THE REGIONAL
MUNICIPALITY OF PEEL,

Per: _____
Chairman

Per: _____
Clerk

THE CORPORATION OF THE CITY OF
BRAMPTON,

Per: _____
Mayor

Per: _____
Clerk

THE CANADA TRUST COMPANY,

Per: [Signature]

AUTHORIZED SIGNATURE

Per: [Signature]

AUTHORIZED SIGNATURE

APPROVED AS TO
FORM AND CONTENT
[Signature]

SCHEDULE "A"

FIRSTLY:

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, in the County of Peel), and being composed of the southerly seven feet six inches (7'6") in perpendicular width throughout from front to rear of Lot 56, according to a Plan registered in the Registry Office for the Registry Division of Peel as Number 1001.

SECONDLY:

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, in the County of Peel), and being composed of the northerly seven feet six inches (7'6") in perpendicular width throughout from front to rear of Lot 74, according to a Plan registered in the Registry Office for the Registry Division of Peel as Number 1001.

THIRDLY:

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, in the County of Peel), and being composed of the westerly seven feet six inches (7'6") in perpendicular width throughout from front to rear of Lot 99, according to a Plan registered in the Registry Office for the Registry Division of Peel as Number 1001.

FOURTHLY:

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, in the County of Peel), and being composed of the north-easterly seven feet six inches (7'6") in perpendicular width throughout from front to rear of Lot 110, according to a Plan registered in the Registry Office for the Registry Division of Peel as Number 1001.

FIFTHLY:

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, in the County of Peel), and being composed of the northerly seven feet six inches (7'6") in perpendicular width throughout from front to rear of Lot 2, according to a Plan registered in the Registry Office for the Registry Division of Peel as Number 1001.

SIXTHLY:

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, in the County of Peel), and being composed of the southerly seven feet six inches (7'6") in perpendicular width throughout from front to rear of Lot 3, according to a Plan registered in the Registry Office for the Registry Division of Peel as Number 1001.

SCHEDULE "B"

FIRSTLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being the system of pipes of The Corporation 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 within the Regional Municipality of Peel.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, (formerly in the Town of Brampton, in the County of Peel), and being composed of Beech Street, Salisbury Circle and Centre Street, all according to a Plan registered in the Registry Office for the Registry Division of Peel as Number 1001, together with the system of pipes of The Corporation of the City of Brampton situate in the City of Brampton together with buildings and plants of the City situate on land owned by the City of Brampton.

DATED June 9th, 1975.

THE COVENTRY GROUP LIMITED

and

THE CORPORATION OF THE
REGIONAL MUNICIPALITY OF
PEEL and THE CORPORATION OF
THE CITY OF BRAMPTON

and

THE CANADA TRUST COMPANY

GRANT OF EASEMENT

GAMBIN, BRATTY,
Barristers & Solicitors,
1801 Eglinton Ave. W.,
Toronto, Ont.