



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 150-76

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

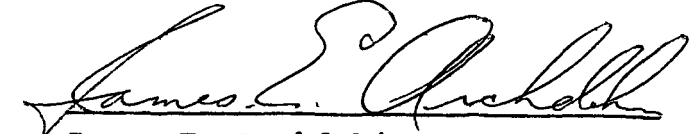
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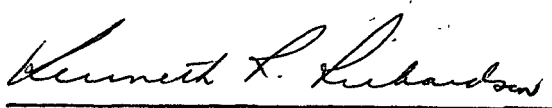
WHEREAS it is deemed necessary to enter into and execute an easement.

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 Bell Canada, 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 21st day of June, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk



# BY-LAW

No. 150-76

A By-law to authorize the execution  
of an Easement between the Corporation  
of the City of Brampton and Bell Canada.

THIS INDENTURE made the 21<sup>st</sup> day of *June* A.D. 1976.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT

B E T W E E N:

THE CORPORATION OF THE CITY  
OF BRAMPTON

Hereinafter called the FIRST PARTY,

- and -

BELL CANADA,

Hereinafter called the SECOND PARTY,

WHEREAS the First Party owns the lands described in Schedule "A" hereto annexed.

AND WHEREAS by The Regional Municipality of Peel Act, 1973, Statutes of Ontario, the name of The Corporation of The Town of Brampton was changed to The Corporation of The City of Brampton.

AND WHEREAS the Second Party owns the lands in the City of Toronto described in Schedule "B" hereto annexed and, for the purpose of enabling it to construct, operate, repair and maintain continuous lines of telephone, telegraph and telecommunication from the said lands to the premises of various of its subscribers has arranged with the First Party to grant to it the right and easement hereinafter set out for the price or sum hereinafter stated;

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of two (\$2.00) dollars of lawful money of Canada now paid by the Second Party to the First Party, the receipt whereof is hereby acknowledged, the First Party hereby grants to the Second Party, its successors and assigns, to be used and enjoyed as appurtenant to the said lands of the Second Party described in Schedule "B" hereto, the free, uninterrupted and unobstructed right and easement in perpetuity to construct, operate, repair and maintain all such of its lines of telephone, telegraph and telecommunication (forming part of its continuous lines between its lands as described in Schedule "B" hereto and the premises of its various subscribers) including all necessary cables (either buried or in conduits or both), conduits, manholes, markers, fixtures and equipment, and all appurtenances thereto as the Second Party may from time to time or at any time hereafter deem requisite upon, over, under, along and across that portion of the lands described in Schedule "A" hereto annexed, together with the full right of access to the Second Party its workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incident to the exercise and enjoyment of the rights hereby granted over the lands described in Schedule "A" hereto from the highways or lands abutting thereon to and from the places where any of the said lines and fixtures or any part or parts thereof are to be constructed, erected, buried, repaired and maintained;

It is expressly agreed between the parties hereto that neither construction of any particular type or number of lines of telephone, telegraph and telecommunication authorized hereunder, nor the manner or extent of the exercise at any given point of time by the Second Party of the rights hereby granted to it shall in any way or manner limit or restrict the right of the Second Party, to construct different types of lines authorized hereunder or additional lines or from exercising the rights

hereby granted in a different manner or in a different location within the limits aforesaid or to a different extent at any subsequent point or points of time, the intention being that all of the rights hereby granted to the second Party shall at all times be exercisable and enjoyable by the Second Party.

The Second Party covenants and agrees to indemnify and save harmless the First Party from any and all claims, costs, suits, losses, demands, liabilities, fees and expenses of every nature and kind whatsoever arising from the construction, installation, maintenance, replacement, repair or operation and use of the aforementioned lines of telephone, telegraph and telecommunication and all appurtenances thereto in the easement lands.

The Second Party covenants and agrees with the First Party hereto that it shall be responsible for any damage caused by its agents or employees to the crops and property of the First Party and more particularly without limiting the generality of the foregoing shall be responsible for any damage to trees, shrubs or other landscaping now or hereafter located on the easement lands and shall as far as possible replace at its own cost any soil or turf removed in connection with any of the work above referred to and shall as far as possible restore the lands completely to the state they were in prior to the commencement of any work on the said easement.

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

IN WITNESS WHEREOF the parties hereto have executed these presents.

THE CORPORATION OF THE CITY OF BRAMPTON

BY: James E. Archibald Mayor  
BY: Kenneth S. Richard Clerk

BELL CANADA

BY: W. G. Stirling  
ASST. SECRETARY  
BY: [Signature]  
VICE-PRESIDENT

*LM White* *JS*

BELL CANADA  
Approved as to form  
*[Signature]*  
Law Dept.  
Western Region

SCHEDULE "A"

referred to in the annexed Indenture made the *21<sup>st</sup>* day of *June*,  
A.D. 1976

B E T W E E N:

THE CORPORATION OF THE CITY  
OF BRAMPTON

as the FIRST PARTY,

- and -

BELL CANADA,

as the SECOND PARTY,

ALL AND SINGULAR that certain parcel of land and premises in the City of Brampton, Regional Municipality of Peel, (formerly Town of Brampton, County of Peel) and Province of Ontario, being composed of Lot 752, Registered Plan 679 and designated as Part 1 on a reference plan deposited in the Registry Division of Peel (No. 43) as No. 43R-4168.

SCHEDULE "B"

referred to in the annexed Indenture made the  
A.D. 1976.

21<sup>st</sup> day of June

B E T W E E N:

THE CORPORATION OF THE CITY  
OF BRAMPTON

as the FIRST PARTY,

- and -

BELL CANADA,

as the SECOND PARTY,

In the City of Toronto in the Municipality of Metropolitan Toronto being composed of Parts of Town Lots Nos. 5 and 6 on the North Side of Adelaide Street West, according to the Plan of the Town of York and designated as Parts 1 and 2, on the plan of survey deposited in the Registry Office for the Registry Division of Toronto as Number 63R-545.

# 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: **Bell Canada**

Identify  
the parties  
to the  
conveyance

on the 21st day of June 19 76

I, **ARTHUR DERRICK ANGUS**

of the **City of Toronto**

in the **Municipality of Metropolitan Toronto**

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 Bell Canada**

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
<b>TOTAL CONSIDERATION</b>	<u>\$ 2.00</u>

(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>	<u>\$ 2.00</u>

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 **Consideration is nominal -**

**Easement required for purposes of telephone and telecommunications.**

SWORN before me at the **City**

of **Toronto in the Municipality of Metropolitan Toronto**

this 21st day of ~~June~~ **September** 19 **76**

(signature)

MURIEL R. MUIR, Commissioner, etc.  
Judicial District of York for RICKETTS,  
FARLEY, LOWNDES & JEWELL, Barristers  
and Solicitors. Expires August 13, 1978.

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 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.

# THE LAND TRANSFER TAX ACT, 1974

## Affidavit of Residence

IN THE MATTER OF THE CONVEYANCE OF an easement over Part of Lot 762

Registered Plan 679 designated as Part 1 on a reference plan

*(insert brief description of land)*

deposited in the Registry Division of Peel (No. 43) as No. 43R

City of Brampton Regional Municipality of Peel

TO Bell Canada

*(insert names of all transferees)*

I, HENRY PETER ECCLES of the Borough of Scarborough

*(print name and address)*

in the Municipality of Metropolitan Toronto

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent):

(a) A person to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed;

(b) One of the trustees named in the above-described conveyance to whom the land is being conveyed;

(c) A transferee named in the above-described conveyance;

(d) An agent authorized in writing to act for Bell Canada who is a person

*(insert name of principal)*

described in paragraph (a) above *(insert only one of paragraph (a), (b), or (c) above);*

(e) The solicitor acting in this matter for \_\_\_\_\_ who is a person

*(insert name of client)*

described in paragraph \_\_\_\_\_ above *(insert only one of paragraph (a), (b) or (c) above);*

and as such, I have personal knowledge of the facts herein deposed to.

2. None of the transferees to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed is, within the meaning of the Act, a non-resident person (strike out this paragraph if inapplicable).

~~3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act.~~

*(insert the name and place of residence – or in the case of a corporation, the place of incorporation – of any transferee who is a non-resident person. If space is insufficient, attach a list of those transferees who are non-resident persons.)*

4. I have read over and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clause f and g of subsection 1 of section 1 of the Act.

Sworn before me at the City

of Toronto

in the Municipality of Metropolitan Toronto

at

this

30<sup>th</sup>

day of

August 19 76  
Shawn Ayer  
A Commissioner, etc

H. P. Eccles



Canada  
PROVINCE OF ONTARIO

In the Matter of

THE LAND SPECULATION TAX ACT, 1974, and  
IN THE MATTER OF an Easement from The Corporation  
of the City of \_\_\_\_\_ to BELL CANADA, dated  
Brampton  
TO WIT: the 21st day of June, 1976.

I, ARTHUR DERRICK ANGUS  
of the City of Toronto in the Municipality of  
Metropolitan Toronto

~~SOLEMNLY DECLARE THAT~~ MAKE OATH AND SAY as follows:-

- I am the solicitor for Bell Canada named in the above-mentioned Instrument and have knowledge of the matters hereinafter sworn.
- The said Instrument and the disposition of designated land do not contravene the provisions of The Land Speculation Tax Act because Bell Canada is a public utility as defined by Section 2 of Ontario Regulation 505/74 and thereby exempt from the tax imposed as a result of said disposition.

~~AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.~~

DECLARED before me at the City  
of Toronto  
in the Municipality of Metropolitan  
Toronto

*MA*  
this 21st day of September  
~~June~~ 1976

*Arthur Derrick Angus*  
ARTHUR DERRICK ANGUS

*Muriel R. Miville*

A Commissioner, etc.

VS 406537

No.  
Registry Division of Peel (No. 43).

DATED: 21st June , 1976.

I CERTIFY that this instrument is registered as of

1976 SEP 23 AM 10 22

In The Land  
Registry Office  
at Brampton,  
Ontario.

*Nera Porter*  
LAND REGISTRAR

THE CORPORATION OF THE  
CITY OF BRAMPTON

- and -

BELL CANADA

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GRANT OF EASEMENT

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RICKETTS, FARLEY, LOWNDES & JEWELL  
Barristers and Solicitors  
181 University Avenue  
Suite 816  
Toronto, Ontario  
M5H 2X7