



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 151-78


A By-law to authorize the execution of an easement between Goldids Investments Limited and The Corporation of the City of Brampton.

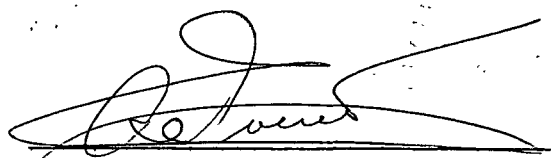
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The Council of The Corporation of the City of Brampton ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an easement between Goldids Investments Limited and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 10th day of July, 1978.

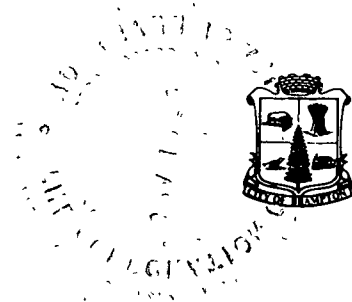
  
James E. Archdekin, Mayor

  
R. A. Everett, Acting Clerk

PASSED July 10th 19 78

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# BY-LAW

No. 151-78

Being a By-law to authorize the execution of an easement between Goldids Investments Limited and The Corporation of the City of Brampton.

THE LAND TITLES ACT

GOLDIDS INVESTMENTS LIMITED, a corporation duly incorporated under the laws of the Province of Ontario (hereinafter called the "Transferor"), the registered owner of the freehold land registered in the Office of Land Titles at Brampton as Parcel 14-1 in the register for Section 43-TOR.TWP-4 (E.H.S.) in consideration of the sum of other good and valuable consideration and the sum of TWO (\$2.00) DOLLARS paid to it, TRANSFER TO THE CORPORATION OF THE CITY OF BRAMPTON (hereinafter called the "Transferee"), the rights and easements hereinafter described, (to be used and enjoyed as appurtenant to the lands of the Transferee described in Schedule "B" hereto) namely: -

The free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain its drainage works including 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;

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 lands described in Schedule "A" hereto;

The Transferor covenants not to construct, build or erect any buildings, structures or improvements, upon, under, along and across the lands described in Schedule "A" hereto, without the written consent of The Corporation of the City of Brampton.

The Transferee covenants and agrees with the Transferor that it shall be responsible for any damage caused by the negligence of its own agents or employees to the property (including growing things) of the Transferor on the lands herein presently owned by the Transferor in the course of exercising the rights and

easement hereby transferred, and shall as far as possible to restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto, and to replace or restore any soil or turf removed in connection with any of the work referred to above.

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

IN WITNESS WHEREOF the said Parties hereto have hereunto affixed their corporate seals attested by the hands of its duly authorized officers.

DATED at Toronto this 16<sup>th</sup> day of June 1978.

GOLDIDS INVESTMENTS LIMITED

Per:   
\_\_\_\_\_

THE CORPORATION OF THE CITY OF BRAMPTON

Per:   
\_\_\_\_\_

Per:   
\_\_\_\_\_

SCHEDULE 'A'

referred to in the annexed Transfer of Easement made the 31st day of August, 1977.

B E T W E E N:

GOLDIDS INVESTMENTS LIMITED

AS TRANSFEROR,

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,

AS TRANSFEREE,

ALL AND SINGULAR that certin parcel or tract of land and premises, situate, lying and being in the City of Brampton, in the Regional Municipality of Peel, being that Part of Lot 14, Concession 4, East of Hurontario Street, of the original Township of Toronto, registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) and designated as Parts One and Two on the Plan of Survey of Record filed in the said Office as 43R-5438.

SCHEDULE 'B'

referred to in the annexed Transfer of Easement made  
the            day of                            19     .

B E T W E E N:

LEHNDORFF (CENTRAL) HOLDINGS LIMITED,  
as Trustee

as TRANSFEROR,

- and -

THE CORPORATION OF THE CITY OF BRAMPTON

as TRANSFEREE.

The dominant tenement of the Transferee consists of a system of pipes of The Corporation of the City of Brampton situate in the Regional Municipality of Peel, together with buildings and plants of the said City situate on the lands owned by The Corporation of the City of Brampton, and Advance Boulevard, in the City of Brampton, in the Regional Municipality of Peel.

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

**AFFIDAVIT**

I, Murray Goldman of \_\_\_\_\_  
(print name)  
c/o 236 Avenue Road, Toronto, Ontario  
(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

a disposition of designated land to a municipality

as provided for by section 4, clause (j), subclause \_\_\_\_\_, of the above Act.

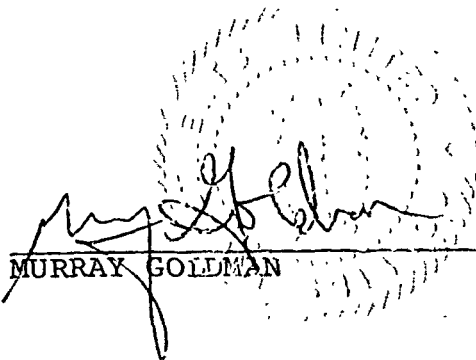
delete this  
paragraph if  
inapplicable


2. I am the President of \_\_\_\_\_  
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 Toronto  
in the Municipality of Metropolitan  
of Toronto  
this 16th  
day of June 19 78

  
MURRAY GOLDMAN

  
A Commissioner, etc.

The Land Transfer Tax Act, 1974  
AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

by: GOLDIDS INVESTMENTS LIMITED

to: THE CORPORATION OF THE CITY OF BRAMPTON

on the \_\_\_\_\_ day of August 1977

I, Murray Goldman

of the City of Toronto

in the Municipality of Metropolitan Toronto

make oath and say that:

1. I am an officer of Goldids Investments Limited 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	
	<u>\$ Nil</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
TOTAL CONSIDERATION (should agree with 3(1) (a) above)	
	<u>\$ 2.00</u>

4. If consideration is nominal, is the transfer for natural love and affection? No

5. If so, what is the relationship between Grantor and Grantee? Nil

6. Other remarks and explanations, if necessary

Disposition of designated land to a municipality

in accordance with the Subdivision Agreement

SWORN before me at the City

of Toronto, in the Municipality of Metropolitan Toronto

this 16th day of June 1978

(signature)

MURRAY GOLDMAN

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.

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.



DATED:

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BETWEEN:

GOLDIDS INVESTMENTS LIMITED

AND:

THE CORPORATION OF THE  
CITY OF BRAMPTON

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TRANSFER OF EASEMENT

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Rosenfeld, Schwartz, Malcolmson,  
Lampkin & Levine,  
Barristers and Solicitors,  
65 Queen Street West, Ste.1900,  
Toronto, Ontario.