



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 227-76

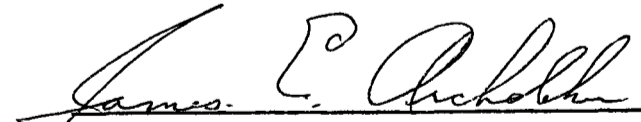
A By-law to authorize the execution of an Easement.

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 Consumers' Gas Company, 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 8th day of November, 1976.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THE LAND TITLES ACT

TRANSFER OF EASEMENT

THE CORPORATION OF THE CITY OF BRAMPTON,

the registered owner of the freehold land registered in the Office of Land Titles, Brampton as the remainder of Parcel Block "A"

in the Register for Section M-103

in consideration of the sum of TWO DOLLARS (\$2.00) paid to it by the Transferee, transfers to

THE CONSUMERS' GAS COMPANY,

a body corporate having its head office at the City of Toronto, in the Municipality of Metropolitan Toronto, the rights and easements hereinafter described to be used and enjoyed by the Transferee as appurtenant to the respective land of the Transferee described in Schedule "B".

UNTO THE CONSUMERS' GAS COMPANY, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's lands described in Schedule "B" hereto annexed a free and unencumbered right, licence, liberty, privilege and easement in perpetuity to construct, operate, maintain, repair and renew a pipeline or any part thereof, including all necessary markers, fixtures and equipment and all appurtenances thereto for the transmission of natural and/or manufactured gas from the Transferee's lands in, under and/or through the Transferor's lands as described in Schedule "A" hereto annexed.

TOGETHER WITH a right-of-way to the Transferee, its servants and agents, for ingress and egress at any and all times to the easement hereby granted on foot and/or with the vehicles,

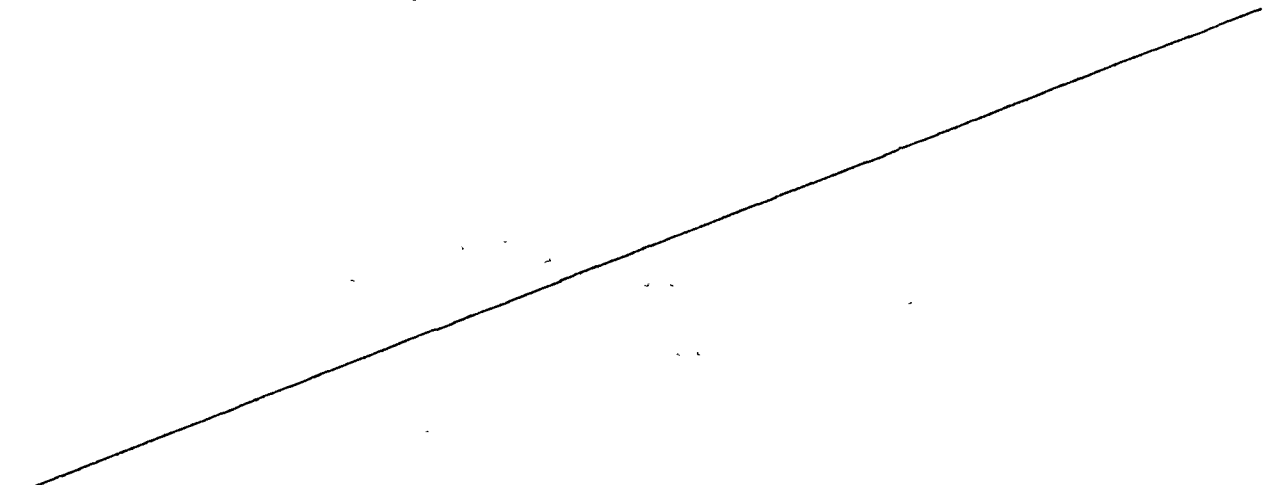
supplied, machinery and equipment necessary or incidental to the exercise and enjoyment of the said easement to and from the highway over, along and upon the said easement and the Transferor's lands abutting thereto.

AND WITH a further right-of-way during the construction of the said pipeline only, over Parts 1 and 3 shown on the reference Plan referred to in Schedule "A" hereto annexed.

AND WITH the right to the Transferee to remove by blasting or otherwise any boulder or rock which may be encountered in constructing its pipeline, and to sever, fell, remove, prevent or control the growth of any roots, trees, stumps, brush or other vegetation now or from time to time hereafter growing on or under the said lands within five feet (5') of its pipeline.

THE TRANSFEREE COVENANTS AND AGREES with the Transferor that it will at its expense, as soon as reasonably possible after the construction of the pipeline and at all times thereafter, remove all surplus soil and debris, and do all grading, repairs and replacements necessary to restore the Transferor's lands to the same state and condition in which they were prior to the making of any excavation or to the doing of any work in respect of the construction, operation, maintenance, repair or renewal of the said pipeline so far as is practicable.

THE TRANSFEROR COVENANTS AND AGREES with the Transferee that it will not place or erect, or cause to be placed or erected, on the Transferor's lands any building or structure which will obstruct or prevent the exercise and enjoyment by the Transferee of the easement and right-of-way hereby granted.



THIS INDENTURE, including all rights, privileges and benefits herein contained, shall extend to, be binding upon and enure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

DATED THIS 15th DAY OF DECEMBER 1976
THE CORPORATION OF THE CITY
OF BRAMPTON

By James E. Auldham MAYOR
Kenneth L. Schindler CLERK

THE CONSUMERS' GAS COMPANY

By K. W. Mart
APPROVED VICE-PRESIDENT

RL G. Wilkinson C.S.
LAND DEPT. SECRETARY
CONSUMERS' GAS

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 and being composed of Part of Block A, Plan M-103 and being designated as Part 2 on a plan registered in the Registry Office for the Land Titles Division of Peel (No. 43) as No. 43R- 4588

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Mississauga in the Regional Municipality of Peel, formerly in the Town of Mississauga in the County of Peel, being composed of part of Lot 35, Concession 1, South of Dundas Street, and which said parcel of land containing by admeasurement one and one hundred and seven one-thousandths acres (1.107 acres) be the same more or less, is more particularly described as follows:

PREMISING the bearing of the South-westerly limit of said Lot 35, being the North-easterly limit of the road allowance between the Geographic Townships of Trafalgar and Toronto, to be North forty-four degrees fifty-one minutes West (N 44° 51' W) and relating all bearings herein thereto;

COMMENCING at a point in the interior of said Lot 35, located as follows:

STARTING at the Westerly angle of Lot 35, Concession 1, S.D.S.

THENCE South forty-four degrees fifty-one minutes East (S 44° 51' E) along the South-westerly limit of said Lot 35, a distance of three thousand and seventy-nine feet, four inches (3079' 4") to a point;

THENCE North thirty-nine degrees eight minutes East (N 39° 08' E) a distance of four hundred and thirty-eight feet, eight and one-half inches (438' 8 1/2") to a point;

THENCE South fifty degrees fifty minutes thirty seconds East (S 50° 50' 30" E) a distance of fourteen feet, six inches (14' 6") to the point of commencement;

THENCE continuing South fifty degrees fifty minutes thirty seconds East (S 50° 50' 30" E), a distance of one hundred and fifty-one feet, two inches (151' 2") to a point, said point being the Southerly corner of the herein described Meter Station site;

THENCE North thirty-nine degrees seven minutes thirty seconds East (N 39° 07' 30" E), a distance of three hundred and nineteen feet, two and one-half inches (319' 2 1/2") to a point;

THENCE North fifty degrees fifty-two minutes thirty seconds West (N 50° 52' 30" W), a distance of one hundred and fifty-one feet, one and one-quarter inches (151' 1 1/4") to a point;

THENCE South thirty-nine degrees eight minutes West (S 39° 08' W), a distance of three hundred and nineteen feet, one and three-quarter inches more or less (319' 1 3/4" ±) to the point of commencement.

THE LAND TRANSFER TAX ACT, 1974

Affidavit of Residence

IN THE MATTER OF THE CONVEYANCE OF Part of Block "A", Plan M-103, City of
Brampton, in the Regional Municipality of Peel, designated as
Part 2, Plan 43R- 4588. (insert brief description of land)

TO THE CONSUMERS' GAS COMPANY
(insert names of all transferees)

I, John J. Pizale of YORK CENTRE 145 KING STREET
TORONTO (print name and address)

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 _____ who is a person
(insert name of principal)
described in paragraph _____ above (insert only one of paragraph (a), (b), or (c) above);
 - (e) The solicitor acting in this matter for THE CONSUMERS' GAS COMPANY who is a person
(insert name of client)
described in paragraph (c) 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

this 15th
day of December 19 76
[Signature]
A Commissioner, etc

[Signature]

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: THE CONSUMERS' GAS COMPANY

on the 15th day of December, 1976

I, Richard Langstaff
of the Town of Newcastle
in the Region of Durham

MAKE OATH AND SAY THAT:

1. I am the Agent of 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, buildings, fixtures and goodwill	\$ 2.00
(b) Chattels — items of tangible personal property - (see note)	\$ 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	\$ 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) \$ 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? N/A

6. Other remarks and explanations, if necessary Exempt from land transfer tax
under Ontario Regulation 749/74.

SWORN before me at the City

of Toronto

in the Municipality of

Metropolitan Toronto

this 15th day of December 1976

ALLAN W. SHAW, A Commissioner, etc., Province of Ontario
for The Consumers Gas Company, Expiry January 21, 1977.
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

Richard Langstaff

(Identify the parties to the conveyance)

This affidavit may be made by the purchaser or vendor or by any one 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

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 C415 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 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.

DATED 15th December, 1976

THE CORPORATION OF THE
CITY OF BRAMPTON

- and -

THE CONSUMERS' GAS COMPANY

TRANSFER OF EASEMENT

AIRD, ZIMMERMAN & BERLIS
145 King St.W., 15th Floor
Toronto, Ontario
M5H 2J3

PWG/bw

RESOLVED November 8, 19 76



BY-LAW

No. 227-76

A By-law to authorize the
execution of an Easement.
(THE CONSUMERS' GAS COMPANY)