



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

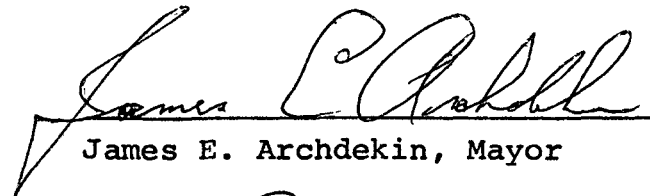
Number 255-78

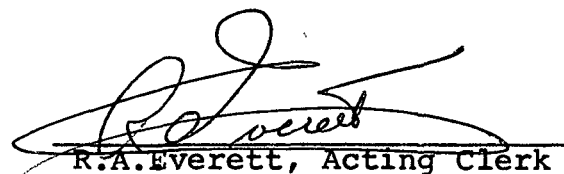
By-law to authorize transfer and execution of an easement agreement between Lehndorff (Central) Holdings Limited and the City of Brampton. (BLOCK K, PLAN M-216)

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

That the Mayor and Clerk are hereby authorized to execute an agreement between Lehndorff (Central) Holdings 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 23rd day of October, 1978.

  
James E. Archdekin, Mayor

  
R.A. Everett, Acting Clerk

LAND TITLES ACT

TRANSFER OF EASEMENT

LEHNDORFF (CENTRAL) HOLDINGS LIMITED, as Trustee  
(hereinafter called the Transferor),

the registered owner of the freehold land registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Parcel Plan-3 in the Register for Section M-216.

IN CONSIDERATION of the sum of TWO-----(\$2.00)-----DOLLARS paid to the Transferor,

TRANSFERS 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 of all types, including open ditches, 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 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 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.

The Transferor covenants not to erect any building or structure upon, under, along or across the easement lands nor in any way interfere with the easement hereby granted to the Transferee and the Transferor doth further covenant that no alteration shall be made in the grading of the easement lands by the Transferor, its agents, servants or workmen, without the written consent of the Commissioner of Public Works for the City of Brampton.

The Transferor hereby agrees that the Transferee 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 lands which may at any time interfere with or endanger the operation of the said drainage works.

The Chargees hereby consent to the granting of the property rights hereby transferred and hereby postpone their Charges in favour hereof.

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 affixed their corporate seals attested by the hands of their duly authorized officers.

DATED at Brampton, this 19th day of August, 1978.

LEHNDORFF  
LEHNDORFF (CENTRAL) HOLDINGS LIMITED  
as Trustee

*[Signature]*  
Executive Vice-President

*[Signature]*  
Vice-President

THE CORPORATION OF THE CITY OF BRAMPTON

*[Signature]*  
Mayor

*[Signature]*  
Clerk

THE TORONTO-DOMINION BANK

*[Signature]*  
ASSISTANT GENERAL MANAGER

BANK OF MONTREAL

*[Signature]*  
Vice-President

*[Signature]*  
Assistant Secretary

*[Handwritten initials]* MC7534

*[Handwritten initials]*

Approved  
*[Signature]*  
Manager  
Toronto, Ont.  
Branch



SCHEDULE "A"

referred to in the annexed Transfer of Easement made the 19th day of August, A.D. 1978.

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,

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 Mississauga, in the County of Peel, being composed of Part of Block K, according to a Plan Number M-216 registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) and designated as PART 1, on a Plan of Survey of Record filed in the said Office as 43R-6210.

SCHEDULE "B"

referred to in the annexed Transfer of Easement made  
the 19th day of August, 1978.

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 Peter Bennett of the City of  
(print name)  
Toronto, in the Municipality of Metropolitan Toronto  
(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:  
disposition of designated land to a Municipality

describe nature  
of disposition

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

delete this  
paragraph if  
inapplicable

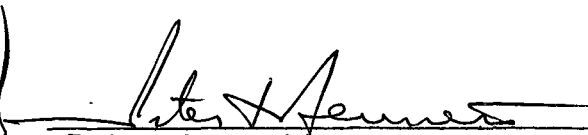
- ~~2. I am the transferor making the disposition referred to in paragraph 1 hereof.  
Since the acquisition of my interest in the designated land that is referred to in paragraph 1 hereof and that is being disposed of to the transferee named in the attached instrument or writing, no disposition with respect to such designated land has occurred prior to the disposition to the said transferee.~~

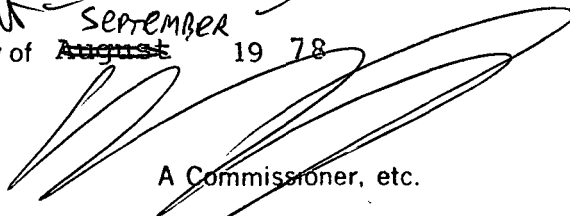
delete this  
paragraph if  
inapplicable

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 Toronto  
in the Municipality  
of Metropolitan Toronto

the 11<sup>th</sup>  
September  
day of ~~August~~ 19 78

  
Peter Bennett

  
A Commissioner, etc.

# The Land Transfer Tax Act, 1974

## AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

by: Lehdorff (Central) Holdings Limited

to: The Corporation of the City of Brampton

on the 19th day of August 19 78

I, Laszlo C. Pandy-Szekeres

of the City of Brampton

in the Regional Municipality of Peel

make oath and say that:

1. I am the Solicitor of the Transferee 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>	<b>\$ 2.00</b>

(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>	<b>\$ 2.00</b>

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 The within conveyance is made to the Transferee herein for purposes of a system of pipes and drains.

SWORN before me at the City of Brampton, in the Regional Municipality of Peel

*Laszlo C. Pandy-Szekeres*  
(signature)

this day of October 19 78 Laszlo C. Pandy-Szekeres

ROBERT D. TUFFIN, a Commissioner, etc.  
Judicial District of Peel, for The Corporation of the City of Brampton.  
Expires May 24th, 1979. 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.



**DUPLICATE**

DATED 19th August 1978

194167

LEHNDORFF (CENTRAL) HOLDINGS  
LIMITED

and

THE CORPORATION OF THE  
CITY OF BRAMPTON

No.  
Received in the Office of  
Land Titles at Brampton at  
10:04 AM on  
the 30 day of Oct 1978  
and entered in  
Parcel Plan 3  
Section M-216

*Sera Porter*  
Land Registrar

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TRANSFER OF EASEMENT

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**JOHN G. METRAS**  
City Solicitor  
CITY OF BRAMPTON  
100 ST. E.  
BRAMPTON, ONT. L6Y 1A4

~~LAWRENCE, LAWRENCE, STEVENSON & WEBBER,  
Barristers and Solicitors,  
43 Queen Street West,  
Brampton, Ontario.  
L6Y 1L9~~

WCL

*af*

PASSED October 23 19 78

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# BY-LAW

No. 255-78

By-law to authorize transfer and execution of an easement agreement between Lehndorff (Central) Holdings Limited and the City of Brampton.  
(BLOCK K, PLAN M-216)