



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 286-77

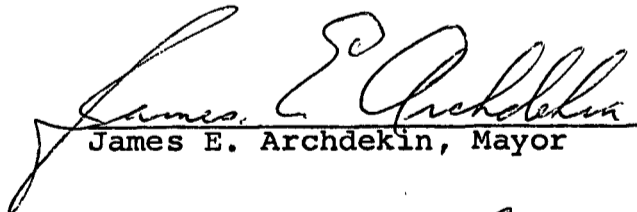
A By-law to authorize the execution
of an Easement.

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 City of Brampton enter into and
execute an Easement attached hereto as
Schedule "A", with the following:
PEEL-ELDER DEVELOPMENTS LIMITED.
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 14th day of November, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS INDENTURE made in duplicate this 21st day of
October, 1977.

B E T W E E N:

PEEL-ELDER DEVELOPMENTS LIMITED,
an amalgamated corporation under the
laws of the Province of Ontario,

(hereinafter called the "GRANTOR"),

OF THE FIRST PART,

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,

(hereinafter called the "GRANTEE"),

OF THE SECOND PART,

- and -

BANK OF MONTREAL,

(hereinafter called the "BANK"),

OF THE THIRD PART.

WHEREAS by Letters Patent of Amalgamation dated the
1st day of January, 1965, Peel Village Developments Limited,
Shoppers' World (Danforth) Limited and Peel Village Apartments
Limited were amalgamated and were continued as one company under
the name of Peel Village Developments Co. Limited; and

WHEREAS a notarial copy of the said Letters Patent of
Amalgamation was registered in the Land Registry Office for the
Land Registry Division of Peel (No. 43) on the 12th day of
January, 1965, as Number 15947 G.R.; and

WHEREAS by Certificate of Amendment of Articles effective
on March 14, 1975, Peel Village Developments Co. Limited changed
its name to Peel-Elder Developments Limited; and

WHEREAS a notarial copy of said Certificate of Amendment
of Articles was registered in the Land Registry Office for the
Land Registry Division of Peel (No. 43) on the 21st day of March,
1975, as Number 345870 VS; and

WHEREAS the Grantor is the owner in fee simple of the lands described in Schedule "A" hereto annexed; and

WHEREAS the Grantor represents that no other person or corporation has any mortgage, charge or other encumbrance upon the said lands, save and except a Debenture in favour of Bank of Montreal, registered in said Land Registry Office as Instrument Number 376691 VS.

WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged), and other good and valuable consideration, the Grantor DOTH HEREBY GRANT unto the Grantee, its successors and assigns, an easement or right or rights in the nature of an easement upon, over, under, along and across the lands described in Schedule "A" attached hereto, in order that the Grantee may enter upon the said lands for the purpose of laying down and constructing in, under and upon the said lands and of keeping and maintaining at all times in good condition and repair and replacing the following municipal services, viz: any and all underground services and public utilities and their appurtenances required for the purpose of providing storm sewer public services by The Corporation of the City of Brampton, or by any local Board (as defined in The Municipal Affairs Act of Ontario) thereof; and for every such purpose the Grantee shall have access to the said lands at all times, by its servants, employees and workman.

THE Grantor covenants with the Grantee, its successors and assigns, that it has the right to convey this easement over the said lands to the Grantee, and that the Grantee shall quietly possess and enjoy the said easement, and that it will execute such further assurances of the said easement as may be requisite.

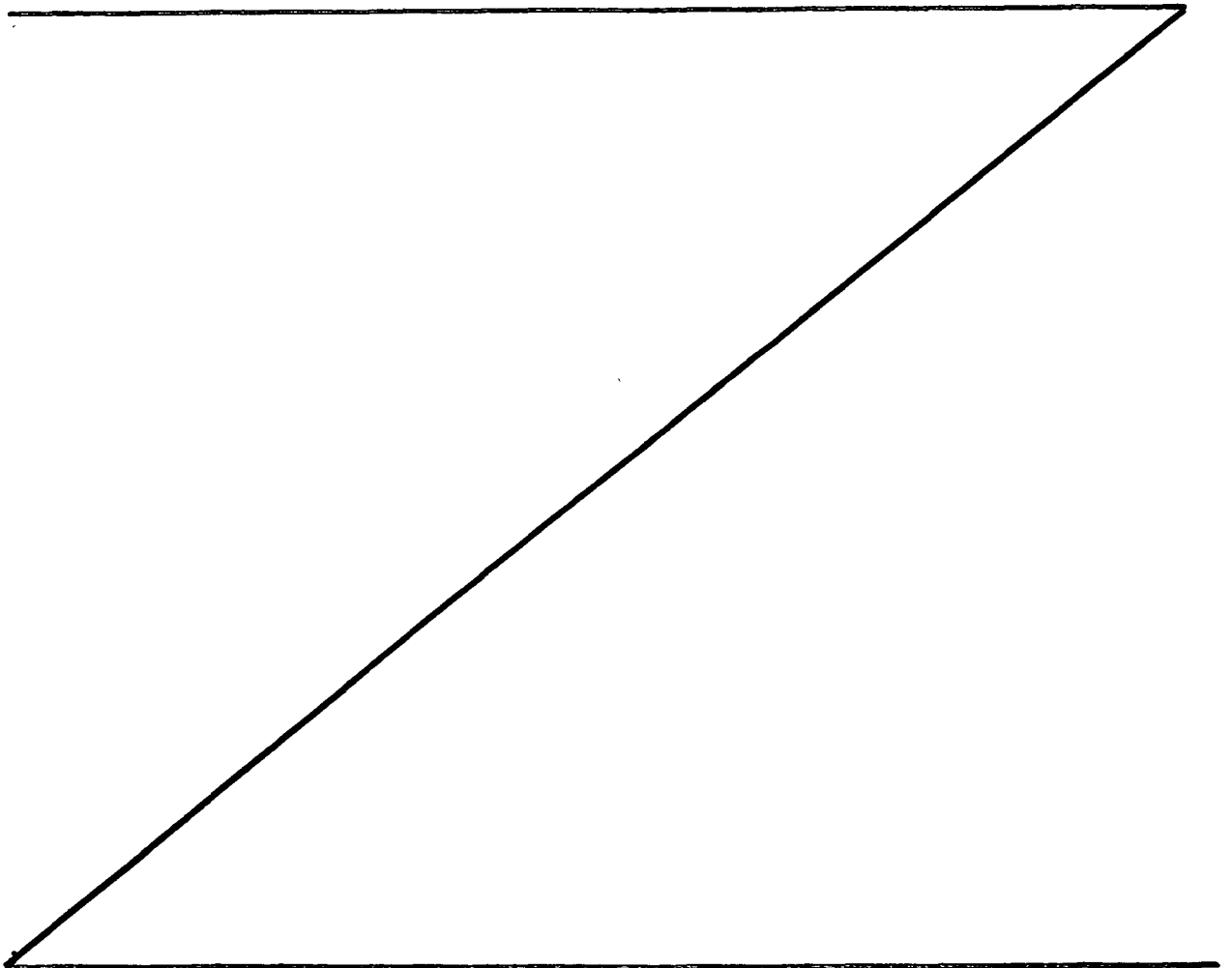
THE Grantee covenants with the Grantor, its successors and assigns, to pay compensation for any damage sustained by the

Grantor, its successors and assigns, resulting from the operation, maintenance, replacement or extension of the Grantee's storm sewer and its appurtenances, or to rectify such damage to the reasonable satisfaction of the Grantor and shall as far as possible replace any soil or turf or pavement removed in connection with any of the work referred to above.

THE Grantor covenants and agrees not to erect or permit the erection of any building, structure or other obstruction of any nature whatsoever so as to obstruct or hinder the Grantee in the exercise of the rights hereby created, without the consent in writing of the Grantee.

THE Bank, of the Third Part, hereby consents to this Grant of Easement and the rights and easement herein granted by the Grantor to the Grantee, and postpones thereto its interest in the said lands.

ALL covenants herein contained shall be construed to be several as well as joint and wherever the singular is used in this Grant of Easement the same shall be construed as including the plural where the context or the Parties hereto so require.



THE burden and the benefit of this Grant of Easement shall run with the lands and shall extend to, and be binding upon and adhere to the benefit of the Parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the Grantor and Grantee hereto have hereunto caused their respective corporate seals to be affixed, duly attested by the hands of their proper officers in that capacity duly authorized, and this Indenture has been executed by Bank of Montreal by its Attorneys duly appointed under Power of Attorney registered in the Land Registry Office for the Land Registry Division of Peel (No. 43) as Number VS415738 on December 16, 1976.

PEEL-ELDER DEVELOPMENTS LIMITED

by *W.A. Roberts*
(President)

and *P. J. Mulay*
(Vice-President)

THE CORPORATION OF THE CITY OF BRAMPTON

by *James E. Archibald*
(Mayor)

and *Kenneth Richardson*
(Clerk)

WITNESS: *M. Greene*)

BANK OF MONTREAL

BANK OF MONTREAL
CORPORATE CREDIT
DOCUMENT

NO. *CC1979*

) by *[Signature]*
(Attorney)

) G.B. McDormand, Manager, Credit

) and *[Signature]*
(Attorney)

) W.D. Marshall, Assistant Manager, Credit

APPROVED:

[Signature]
Manager

Dated this *31st* day of October 1977.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Marguerite Greene
of the City of Toronto in the Municipality of Metropolitan
Toronto

MAKE OATH AND SAY THAT:

1. I am the subscribing witness to the attached instrument
and I was present and saw it executed at Toronto by
Granville Boyd McDormand and William David Marshall
(full name) (full name)

2. I verily believe that the persons whose signatures I
witnessed were authorized to execute the instrument as attorneys
for Bank of Montreal.

3. I know the said persons and they are and at the time
of the execution of the instrument they were respectively,
Manager, Credit and Assistant Manager, Credit
(position) (position)
of the Ontario Division of Bank of Montreal.

4. I am an employee of Bank of Montreal and as such have
personal knowledge of the matters deposed to herein.

SWORN before me)
)
at the City of Toronto in the)
)
Judicial District of York)
this 31st day of October ,)
1977.)

Marguerite Greene
Douglas H. Bracken

A Commissioner, etc.

Douglas H. Bracken, a Commissioner, etc.,
Judicial District of York, for Bank of Montreal.
Expires November 15th, 1977.

SCHEDULE "A" TO A GRANT OF EASEMENT, DATED THE 21ST DAY OF
OCTOBER, 1977, BETWEEN PEEL-ELDER DEVELOPMENTS LIMITED, THE
CORPORATION OF THE CITY OF BRAMPTON, AND BANK OF MONTREAL

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 the Town of Brampton, in the County of Peel), and being composed of part of Lot 621, according to a Plan registered in the Land Registry Office for the Land Registry Division of Peel (No. 43) as Number 695, designated as PART 1 on a Plan of Survey of record filed in said Land Registry Office as No. 43R-1807.

The Registry Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of the TITLE TO PART OF LOT 621, PLAN 695,
BRAMPTON, BEING PART 1, PLAN 43R-1807

Deed, Mortgage,
Agreement of
Sale, Lease, etc.

AND IN THE MATTER OF A GRANT OF EASEMENT
THEREOF, FROM PEEL-ELDER DEVELOPMENTS LIMITED
TO THE CORPORATION OF THE CITY OF BRAMPTON
DATED OCTOBER 21, 1977

I, Percy Claire Finlay,
of the City of Toronto, in the Municipality
of Metropolitan Toronto, One of Her Majesty's Counsel,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President of Peel-Elder Developments Limited, the Grantor named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.
2. The said Instrument, and the conveyance or other dealing with land affected thereby, do not contravene the provisions of The Planning Act, as amended, because

Delete if not applicable

~~(a) The present registered owner does not own the fee or the equity of redemption in or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the land affected by the~~

State other reason if any

- (a) the land or the use of or right therein is being acquired by a Municipality, namely, The Corporation of the City of Brampton, in accordance with sub-section (4) (b) of Section 29 of The Planning Act.

SWORN before me
at the City of Toronto,
in the Municipality of Metropolitan Toronto,
this 31st
day of October, 1977 .

A Commissioner for Taking Affidavits, etc.

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

AFFIDAVIT

I PERCY CLAIRE FINLAY of Suite 2400,
(print name)

44 King Street West, Toronto, Ontario, Vice-President
(print address)

of Peel-Elder Developments Limited, the Transferor in
the attached Instrument.

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,
namely, The Corporation of the City of Brampton,

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

the Vice-President of

- 2. I am/the transferor making the disposition referred to in paragraph 1 hereof. Since the acquisition of ~~my~~ ^{the interest of the Transferor} 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

~~I am authorized in writing by the transferor making the disposition referred to in paragraph 1 hereof to make this affidavit.~~

delete this
paragraph if
inapplicable

~~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,
this 31st
day of October, 1977.

Jim Keay
A Commissioner, etc.

P. C. Finlay
Percy Claire Finlay
Vice-President,
Peel-Elder Developments
Limited

DATED: October 21, 1977

PEEL-ELDER DEVELOPMENTS LIMITED

TO

THE CORPORATION OF THE CITY OF
BRAMPTON

AND

BANK OF MONTREAL

GRANT OF EASEMENT

HOLDEN, MURDOCH, WALTON,
FINLAY, ROBINSON,
Barristers & Solicitors,
Suite 2400,
44 King Street West,
Toronto, Ontario.
M5H 1G9

*Registered Nov 21, 1977
Inst # 454955/12*

PASSED November 14 19 77



BY-LAW

No. 286-77

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of an Easement.