



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 317-77

A By-law to authorize the Transfer
of Easement. (LEHNDORFF (CENTRAL)
HOLDINGS LIMITED)

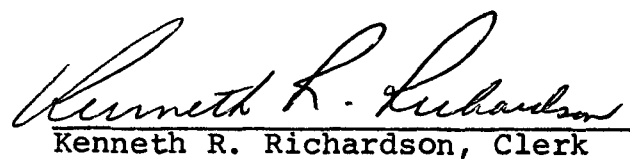
WHEREAS it is deemed necessary to enter into and execute
a Transfer of Easement.

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 a
Transfer of Easement, attached hereto
as Schedule 'A'.
2. That the Mayor and the Clerk are hereby
authorized to affix their signatures to
the said Transfer of Easement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 12th day of December, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, 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-1 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 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 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 Chargees hereby consent to the granting of the property rights hereby transferred and hereby postpone their Charges in favour hereof.

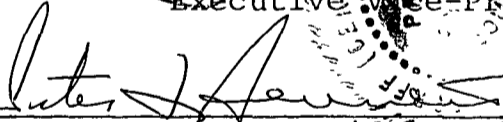
THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

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

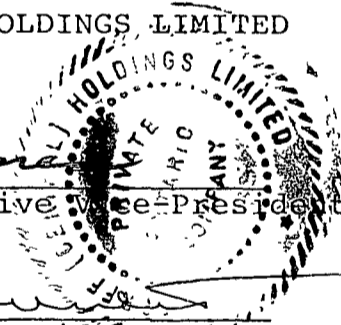
DATED at Brampton, this 19th day of August, 1977.

LEHNDORFF (CENTRAL) HOLDINGS LIMITED
as Trustee

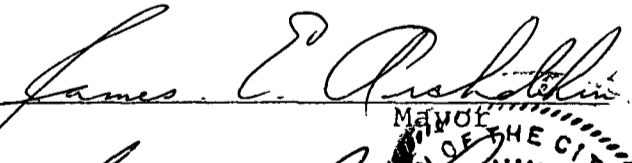


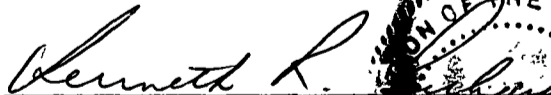
Executive Vice-President


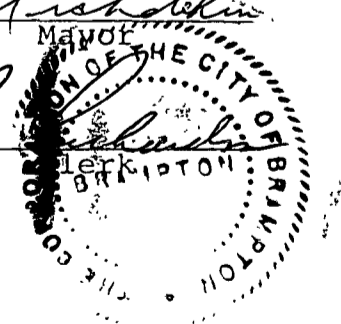
Vice-President



THE CORPORATION OF THE CITY OF BRAMPTON

Per: 

Per: 



HERCULES SALES LIMITED

Per: *Chester Galbi*

CASTLEFIELD PROPERTIES LIMITED

Per: *Samuel H. Green*

DELAWARE INVESTMENTS LIMITED

Per: *James M.*

THE TORONTO-DOMINION BANK

Per: *M. Maxwell*
ASSISTANT GENERAL MANAGER

BR *af*

APPROVED
F. D. B.
NO. *mb*
971
max
L.

[Large handwritten signature]

Keith Raymond Shadlock
Keith Raymond Shadlock

Gerald Duggan
Gerald Duggan

SCHEDULE "A"

referred to in the annexed Transfer of Easement made the 19th day of August, A.D. 1977.

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 Blocks B, C, E, F, G and U, according to Plan Number M-216 registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) and designated as PARTS B, CI, C, E, F, G and U, on a Plan of Survey of record filed in the said Office as 43R-5524

SCHEDULE "B"

referred to in the annexed Transfer of Easement made
the 19th day of August, 1977

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.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Henry Grant Kerr
of the City of Mississauga
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at Mississauga by Keith Raymond Shadlock

See footnote

See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of
Mississauga in the Regional
Municipality of Peel
this 15th day of September 1977

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)"

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/~~WE~~ Keith Raymond Shadlock
of the City of Mississauga
in the Regional Municipality of Peel

* If attorney see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

I was married / divorced / widower

~~was my wife / husband~~

~~We were married to each other~~

~~We held the land as joint tenants / trustees / partnership property~~

Resident of
Canada, etc

(SEVERALLY) SWORN before me at the City
of Mississauga in the Regional
Municipality of Peel
this 13 day of September 1977

Keith Raymond Shadlock

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority"

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Henry Grant Kerr
of the City of Mississauga
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at Mississauga by Gerald Duggan

See footnote

See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of
Mississauga in the Regional
Municipality of Peel
this 13th day of September 19 77

A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)"

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/~~WE~~ Gerald Duggan
of the City of Mississauga
in the Regional Municipality of Peel

* If attorney see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

I was married / divorced / widower.

~~was my wife / husband.~~

~~We were married to each other.~~

~~We held the land as joint tenants / trustees / partnership property.~~

Resident of Canada, etc.

(~~SEVERALLY~~) SWORN before me at the City
of Mississauga in the Regional
Municipality of Peel
this 13 day of September 19 77

Gerald Duggan
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

* Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority"

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:

- 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

disposition of designated land to a Municipality

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

delete this
paragraph if
inapplicable

- ~~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.~~

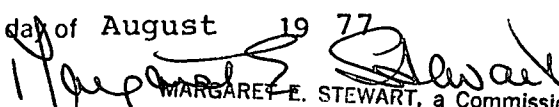
delete this
paragraph if
inapplicable

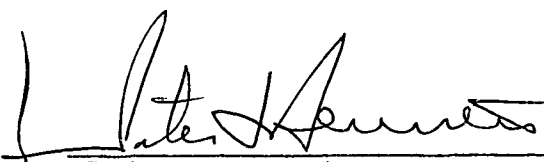
- I am authorized in writing by the transferor making the disposition referred to in paragraph 1 hereof to make this affidavit. ~~Since the acquisition of the interest of the transferor in the designated land that is referred to in paragraph 1 hereof and that is being disposed of to the transferee named 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

this 31st

day of August 19 77

MARGARET E. STEWART, a Commissioner
for taking affidavits, Judicial District of
York, a Commissioner, etc.
Commission expires November 8, 1978.


Peter Bennett

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

IN THE MATTER OF THE CONVEYANCE made

Identify
the parties
to the
conveyance

by: Lehndorff (Central) Holdings Limited

to: The Corporation of the City of Brampton

on the 19th day of August 19 77
I, Peter Bennett
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 _____ of the Transferor
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	\$ 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

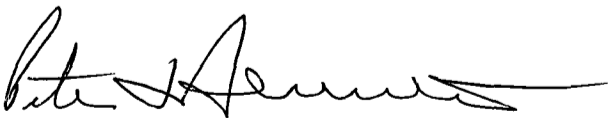
All
blanks
must
be filled
in.

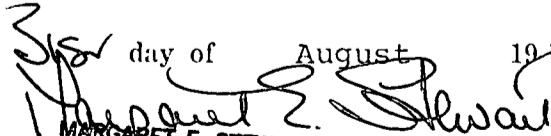
4. If consideration is nominal, is the transfer for natural love and affection? n/a
5. If so, what is the relationship between Grantor and Grantee? n/a
6. Other remarks and explanations, if necessary The within conveyance is made

to the Transferee herein for purposes of a system of pipes.

SWORN before me at the City
of Toronto, in the Municipality
of Metropolitan Toronto

this 19th day of August 19 77


(signature)
Peter Bennett


MARGARET E. STEWART, a Commissioner
for taking affidavits, Judicial District of
York, for Strauss Associates,
Commissioner, etc.

NOTE TO PARTIES: 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.

DATED 19th August 1977

154306

12:26 PM

15 Dec. 1977

LEHNDORFF (CENTRAL) HOLDINGS
LIMITED

and

THE CORPORATION OF THE
CITY OF BRAMPTON

TRANSFER OF EASEMENT

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

WCL

PASSED December 12 1977



BY-LAW

No. 317-77

A By-law to authorize the Transfer
of Easement. (LEHNDORFF (CENTRAL)
HOLDINGS LIMITED)