



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 13-77

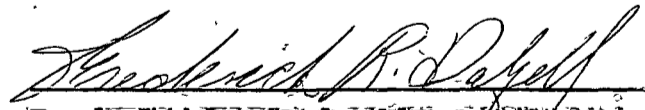
A By-law to authorize the execution of an Easement between Bell Canada and the Corporation of the City of Brampton.

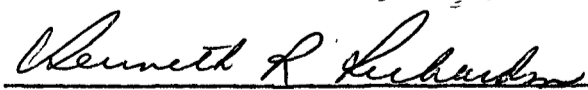
WHEREAS it is deemed necessary to enter into and execute an easement.

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 between Bell Canada and The Corporation of the City of Brampton, 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 24th day of January, 1977.


Frederick R. Dalzell, Acting Mayor
J. E. ARCHIBOLD


K. R. Richardson, Clerk

TRANSFER OF EASEMENT

WHEREAS THE CORPORATION OF THE CITY OF BRAMPTON

(hereinafter called the "Transferor")

is the owner in fee simple and in possession of certain lands ENTERED as Parcel **PLAN-2**
IN THE REGISTER FOR SECTION **M-158**

AND WHEREAS BELL CANADA (hereinafter called "the Transferee") is the owner in fee simple of those lands and premises being in the City of Toronto, in the Municipality of Metropolitan Toronto, being composed of Parts of Town Lots 5 and 6, on the North side of Adelaide Street West, according to the Plan of the Town of York and designated as PARTS 1 and 2 on the plan of survey deposited in the Registry Office for the Registry Division of Toronto as Number 63R-545 (hereinafter referred to as "the Transferee's lands").

AND WHEREAS the Transferor has agreed to grant and transfer to the Transferee a right-of-way and easement upon, over, in, under the through THAT PART OF THE TRANSFEROR'S LANDS MORE PARTICULARLY DESCRIBED IN SCHEDULE "A" for the purpose of enabling the Transferee to construct, operate and maintain telecommunication facilities to form part of the Transferee's continuous lines of telecommunications:

NOW THIS ENDENTURE WITNESSETH that in consideration of the sum of TWO _____
_____ (\$2.00)

DOLLARS of lawful money of Canada now paid by the Transferee to the Transferor hereby grants, transfers, and confirms to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's lands, a free and unencumbered easement in perpetuity upon, over, in, under and across THE LANDS DESCRIBED IN SCHEDULE "A" to construct, operate, maintain, repair, replace, renew and make additions to telecommunication facilities or any part thereof including all necessary cables, (both buried and aerial) conduits, markers, poles, anchors, guys, wires, manholes, fixtures and equipment and all appurtenances thereto for use as required in the business carried on by the Transferee.

TOGETHER with the right to attach other wires, cables and other equipment and to permit the attachment of the wires, cables and other equipment of any other company or commission for the purpose only of supplying a service to any building from time to time existing on the Transferor's lands or any adjoining lands.

TOGETHER with the right of access to the Transferee, its contractors, servants, agents and employees, vehicles, equipment and supplies over the Transferor's lands at all times for the purpose of exercising the rights hereby granted.

AND WITH the right to the Transferee to remove by any necessary means any boulders or rocks which may be encountered in constructing its telecommunication facilities 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 in, on or under the said easement or within _____ feet thereof.

AS SOON AS reasonably practical after the construction of the said telecommunication facilities or after any repair, replacement, renewal or addition of same the Transferee shall remove all debris caused by it and in all respects restore the lands to their former state so far as is practical and the Transferee at its expense as closely as reasonably practicable to the condition in which they existed immediately prior to such interference by the Transferee. The Transferee further agrees to pay due compensation for damages

to any crops of the Transferor damaged through exercise by the Transferee of any rights hereby granted.

SHOULD the Transferor in the future wish to install a private tile drainage system on the Transferors lands for the purpose of improving the agricultural productivity of same and where such installation would cross through the said easement, the Transferee shall at its own expense and where such installation requires it physically expose and raise or lower its telecommunications facilities within the easement to the extent necessary to accomplish such installation.

THE TRANSFEROR shall have the right to fully use and enjoy the Transferor's lands except as may be necessary for any of the purposes hereby granted to the Transferee provided that without the prior written consent of the Transferee, the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, on over or through the Transferor's lands any pit, well, foundation, pavement, building or other structure or installation.

THE TRANSFEEEE shall at all times have the right to renew or replace or add to its telecommunications facilities and paying to the Transferor fifty per cent (50%) in the case of burying extra cable and one hundred per cent (100%) in the case of extra conduit or pole lines of the current land value of that property only over which such additional facilities shall be established. The current land value of such property as aforesaid shall be taken as of the date of the commencement of the new installation and shall be established by an independent appraiser chosen by the Transferee. No payment will be made in the case of additional cables installed in existing conduit or upon existing pole lines.

THE TRANSFEEEE shall be permitted to attach the wires, cables and equipment and to permit the attachment of the wires, cables and equipment of any other company or commission for the purposes only of supplying a service.

NOTWITHSTANDING any rule of law or equity and even though any of the Transferee's telecommunication facilities and appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.

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

~~AND THE WIFE of the Transferor hereby bars her dower in the lands contained in the said easement.~~

~~AND THE MORTGAGEE IN MORTGAGE No. _____ in consideration of the sum of ONE (51 00) DOLLAR, the receipt of which is hereby acknowledged, joins herein for the purpose of consenting hereto and agrees to the easement and right-of-way hereby granted and covenants that the Transferee shall have quiet possession of the rights, privileges and easement hereby granted.~~

WHEREVER the singular and the masculine are used in this Transfer of Easement, they shall be construed as meaning the plural or the feminine or neuter as the context requires.

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

DATED the ~~6th~~ 24th day of ~~October~~ JANUARY, 19 76 77

WITNESS:

)
) THE CORPORATION OF THE CITY OF BRAMPTON
) Richard R. Vabek
) Kenneth R. Rubadom ACTING Mayor
)
)
) BELL CANADA
)
)
)
)
)
)

SCHEDULE "A"

referred to in the annexed Transfer made the 6th day of October, 1976

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

as Transferor

BELL CANADA

as Transferee

ALL AND SINGULAR that certain parcel of land and premises in the City of Brampton in the Regional Municipality of Peel (formerly in the Township of Chinguacousy in the County of Peel) and Province of Ontario, being composed of part of Block J according to Plan M-158 and designated as Part J-1 on a reference plan deposited in the office of Land Titles in the Registry Division of Peel (No. 43) as No. 43R- .

THE LAND TRANSFER TAX ACT, 1974

Affidavit of Residence

IN THE MATTER OF THE CONVEYANCE OF an easement over part of Block J, Plan M-158 and designated as Part J-1 on a reference plan deposited in the Registry Division of Peel (No. 43) as No. 43R-

TO BELL CANADA (insert names of all transferees)

I, Henry Peter Eccles of the Borough of Scarborough in the Municipality of Metropolitan Toronto

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 Bell Canada who is a person described in paragraph (a), (b), or (c) above; (e) The solicitor acting in this matter for Bell Canada who is a person described in paragraph (a) 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 1976 day of

DEFINITIONS OF "NON-RESIDENT CORPORATION" AND "NON-RESIDENT PERSON"

By clause *f* of subsection 1 of section 1 of the Act, "non-resident corporation" means a corporation incorporated, formed or otherwise organized in Canada or elsewhere,

- (i) that has issued or allotted shares to which are attached 50 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation and that are owned by one or more individuals who are non-resident persons, or by one or more corporations incorporated, formed or organized elsewhere than in Canada, or by any combination of such individuals and corporations;
- (ii) that has issued or allotted shares to which are attached 25 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation and that are owned by any one individual who is a non-resident person, or by any one corporation incorporated, formed, or organized elsewhere than in Canada, but this subclause does not apply where it is established to the satisfaction of the Minister that such individual or corporation does not in fact exercise control, directly or indirectly, over the corporation that has issued or allotted to such individual or corporation shares to which are attached 25 per cent or more of the voting rights ordinarily exercisable at meetings of the shareholders of the corporation.
- (iii) one-half or more of the directors of which, or of the persons occupying the position of director by whatever name called, are individuals who are non-resident persons;
- (iv) without share capital and one-half or more of the members of which are non-resident persons; or
- (v) that is controlled directly or indirectly by one or more non-resident persons, including a non-resident corporation within the definition contained in the provisions of this clause other than this subclause;

By clause *g* of subsection 1 of section 1 of the Act, "non-resident person" means

- (i) an individual who is not ordinarily resident in Canada or who, if ordinarily resident in Canada, is neither a Canadian citizen nor an individual who has been lawfully admitted to Canada for permanent residence in Canada;
- (ii) a partnership, syndicate, association or other organization of whatsoever kind of which one-half or more of the members are non-resident persons within the meaning of subclause i, iii or iv or in which interests representing in value 50 per cent or more of the total value of the partnership property are beneficially owned by non-resident persons within the meaning of subclause i, iii or iv,
- (iii) a trust established by a non-resident person within the meaning of subclause i, ii or iv or in which non-resident persons within the meaning of subclause i, ii or iv have 50 per cent or more of the beneficial interests in the corpus of the trust or in the income arising therefrom, and "trust" includes the trustees under such a trust in their capacity as the trustee thereof; or
- (iv) a non-resident corporation.

In the Matter of

THE LAND SPECULATION TAX ACT, 1974, and

IN THE MATTER OF an Easement from The Corporation of the City of Brampton to BELL CANADA, dated

the 6th day of October, 1976.

TO WIT:

I, ARTHUR DERRICK ANGUS of the City of Toronto in the Municipality of Metropolitan Toronto

~~SOLEMNLY DECLARE THAT~~ MAKE OATH AND SAY as follows:-

- 1. I am the solicitor for Bell Canada named in the above-mentioned Instrument and have knowledge of the matters hereinafter sworn.
2. The said Instrument and the disposition of designated land do not contravene the provisions of The Land Speculation Tax Act because Bell Canada is a public utility as defined by Section 2 of Ontario Regulation 505/74 and thereby exempt from the tax imposed as a result of said disposition.

~~AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.~~

DECLARED before me at the City of Toronto in the Municipality of Metropolitan Toronto

this 6th day of October 19 76

ARTHUR DERRICK ANGUS

A Commissioner, etc.

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: Bell Canada
 ..
 on the 6th day of October 1976
 I, Arthur D. Angus
 of the City of Toronto
 in the Municipality of Metropolitan Toronto

Identify
 the parties
 of the
 conveyance

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 the solicitor for 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, building, fixtures and goodwill	\$	
(b) Chattels - items of tangible personal property (see note)	\$	
TOTAL CONSIDERATION	\$	
- (2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

(a) Monies paid in cash	\$	
(b) Property transferred in exchange (Detail Below)	\$	
(c) Securities transferred to the value of (Detail Below)	\$	
(d) Balances of existing encumbrances with interest owing at date of transfer	\$	
(e) Monies secured by mortgage under this transaction	\$	
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	
(g) Other (Detail Below)	\$	
TOTAL CONSIDERATION (should agree with 3 (1) (a) above)	\$	

All blanks must be filled in.

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

SWORN before me at the City
 of Toronto in the Municipality
of Metropolitan Toronto
 this 6th day of October 1976

(signature)

A Commissioner, etc.

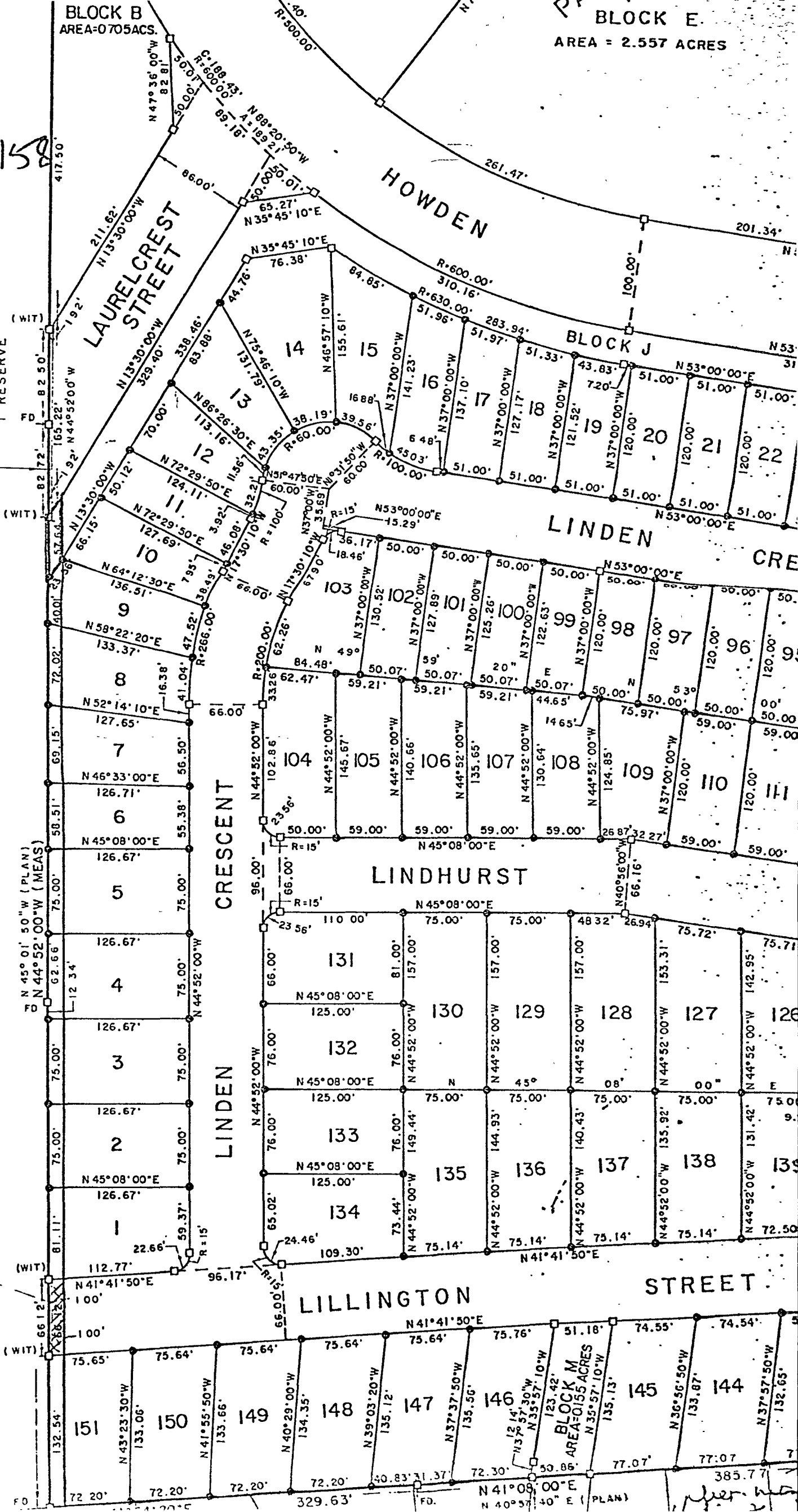
BLOCK B
AREA=0.705 ACS.

BLOCK E
AREA = 2.557 ACRES

M-152

BLOCK O
1' RESERVE

BLOCK N
1' RESERVE



N 45° 01' 50" W (PLAN)
 N 44° 52' 00" W (MEAS)
 12 34'

N 43° 23' 30" W
 133.06'
 N 41° 55' 50" W
 133.66'
 N 40° 29' 00" W
 134.35'
 N 39° 03' 20" W
 135.12'
 N 37° 37' 50" W
 135.56'

BLOCK M
 AREA=0.155 ACRES
 N 35° 57' 10" W
 135.13'
 N 36° 56' 50" W
 133.87'
 N 37° 57' 50" W
 132.65'

N 41° 09' 00" E
 N 40° 37' 40" E (PLAN)

FD. 385.77'

DATED: October 6th 19 76

BETWEEN:

THE CORPORATION OF THE
CITY OF BRAMPTON

and

BELL CANADA

TRANSFER
OF
OPTION TO PURCHASE EASEMENT

RICKETTS, FARLEY, LOWNDES & JEWELL

SUITE 816 — 181 UNIVERSITY AVENUE,

TORONTO, ONTARIO M5H 3M7

PASSED January 24 19 77-



BY-LAW

No. 13-77

A By-law to authorize the execution
of an Easement between Bell Canada
and The Corporation of the City of
Brampton.