

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 89-74

A By-law to authorize the execution
of an easement with Bell Canada.

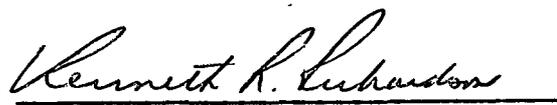
WHEREAS it is deemed expedient to enter into and execute an
easement with Bell Canada;

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 Bell Canada.
2. That the Mayor and the Clerk are hereby authorized to
affix their signatures to the said easement,
attached hereto as Schedule "A", with Bell Canada.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council
this *26th* day of *August*, 1974.


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

BETWEEN: THE CORPORATION OF THE
CITY OF BRAMPTON

Hereinafter called the FIRST PARTY,

- and - BELL CANADA

Hereinafter called the SECOND PARTY,

WHEREAS the First Party owns the lands described in Schedule "A" hereto annexed and shown in part on the plans of survey attached hereto;

AND WHEREAS the Second Party owns the lands in the City of Toronto described in Schedule "B" hereto annexed and, for the purpose of enabling it to construct, operate, repair, and maintain continuous lines of telephone, telegraph, telecommunication and television from the said lands to the premises of various of its subscribers has arranged with the First Party to grant to it the right and easement hereinafter set out for the price or sum hereinafter stated;

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of --- TWO (\$2.00) --- dollars of lawful money of Canada now paid by the Second Party to the First Party, the receipt whereof is hereby acknowledged, the First Party hereby grants to the Second Party, its successors and assigns, to be used and enjoyed as appurtenant to the said lands of the Second Party described in Schedule "B" hereto, the free, uninterrupted and unobstructed right and easement in perpetuity to construct, operate, repair and maintain all such of its lines of telephone, telegraph, telecommunication and television forming part of its continuous lines between its lands as described in Schedule "B" hereto and the premises of its various subscribers including all necessary cables (either buried or in conduits or both), conduits, manholes, markers, fixtures and equipment, and all appurtenances thereto as the Second Party may from time to time or at any time hereafter deem requisite upon, over, under, along and across that portion of the lands described in Schedule "A" hereto annexed, together with the full right of access to the Second Party its workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incident to the exercise and enjoyment of the rights hereby granted over the lands described in Schedule "A" hereto from the highways or lands abutting thereon to and from the places where any of the said lines and fixtures or any part or parts thereof are to be constructed, erected, buried, repaired and maintained;

It is expressly agreed between the parties hereto that neither construction of any particular type or number of lines of telephone, telegraph, telecommunication and television authorized hereunder, nor the manner or extent of the exercise at any given point of time by the Second Party of the rights hereby granted to it shall in any way or manner limit or restrict the right of the Second Party, to construct different types of lines authorized hereunder or additional lines, or from exercising the rights hereby granted in a different manner or in a different location within the limits aforesaid or to a different extent at any subsequent point or points of time, the intention being that all of the rights hereby granted to the Second Party shall at all times be exercisable and enjoyable by the Second Party.

SCHEDULE "A"

referred to in the annexed Indenture made the 21st day of
June A.D. 1974

BETWEEN:

THE CORPORATION OF THE
CITY OF BRAMPTON

as the First Party,

-and-

BELL CANADA

as the Second Party,

ALL AND SINGULAR that certain parcel of land and premises
situate, lying and being in the City of Brampton in the Regional
Municipality of Peel (formerly the Township of Chinguacousy in
the County of Peel) and being composed of that part of Block B
on Plan 861 registered in the Registry Office for the Registry
Division of Peel (No.43) designated as Part 1 on a Plan of
Survey of Record filed in the said Registry Office as Plan
43R-2209.

The Second Party covenants with the other party hereto that it shall be responsible for any damage caused by its agents or employees to the crops and property of the First Party and shall as far as possible replace at its own cost any soil or turf removed in connection with any of the work above referred to.

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

IN WITNESS WHEREOF the parties hereto have executed these presents.

THE CORPORATION OF THE
CITY OF BRAMPTON

By: James E. Archibald

By: Kenneth S. Richardson

BELL CANADA

By: _____
Vice-President

By: _____
Asst. Secretary

SCHEDULE "B"

referred to in the annexed Indenture made the 21st day of
June A.D. 1974

BETWEEN:

THE CORPORATION OF THE
CITY OF BRIMPTON

as the First Party,

- and -

BELL CANADA

as the Second Party,

ALL AND SINGULAR that certain parcel of land and premises in the City of Toronto being composed of Parts of Town Lots Nos. 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.

DATED: June 21st, A.D. 1974

B E T W E E N :

THE CORPORATION OF THE
CITY OF BRAMPTON

- and -

BELL CANADA

GRANT OF EASEMENT

AUSTIN F. MARSHALL
Barrister and Solicitor
133 Richmond Street West
Toronto, Ontario