



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

104-79


Number _____

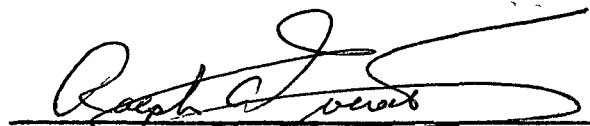
To authorize the execution of a Transfer of Easements from Amex Developments Limited to The Corporation of the City of Brampton.

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

1. The Mayor and the Clerk are hereby authorized to execute Transfer of Easements from Amex Developments Limited to The Corporation of the City of Brampton as in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 7th day of May, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Clerk

LAND TITLES ACT

TRANSFER OF EASEMENT

AMEX DEVELOPMENTS LIMITED,

(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-

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, 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 open ditches, any 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 as far as possible restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient 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 sewers, watermains or drainage works.

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

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

DATED at Brampton, this 5th day of MARCH, 1979.

AMEX DEVELOPMENTS LIMITED

Per: [Signature]
Vice-President & General Manager
Per: [Signature]
Accounting Manager

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]
Mayor
Per: [Signature]
Clerk

SPENVALLEY DEVELOPMENTS LIMITED

Per: [Signature]
President
Per: [Signature]
Authorized Signing Officer

MAPLE TREE DEVELOPMENTS LIMITED

Per: [Signature]
President
Per: [Signature]
Manager

IN WITNESS WHEREOF this indenture has been executed by Bank of Montreal by its Attorneys duly appointed under Power of Attorney registered as No. 103919 this 30th day of March, 1979.

Executed in the presence of

BANK OF MONTREAL

[Signature]
Marguerite Greene

Per: [Signature]
A. F. Snider,
Senior Manager, Credit
Per: [Signature]
W. D. Marshall,
Manager, Credit

BANK OF MONTREAL
CORPORATE FINANCIAL CREDIT
DOCUMENT
NO. CC 2762

LAND TITLES ACT

TRANSFER OF EASEMENT

AMEX DEVELOPMENTS LIMITED,

(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-

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, 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 open ditches, any 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 as far as possible restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient 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 sewers, watermains or drainage works.

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

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

DATED at Brampton, this 5 day of March, 1979.

AMEX DEVELOPMENTS LIMITED

Per: [Signature]
Vice President & General Manager

Per: [Signature]
Accounting Manager

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]
Mayor

Per: [Signature]
Clerk

SPENVALLEY DEVELOPMENTS LIMITED

Per: [Signature]
President

Per: [Signature]
Authorized Signing Officer

MAPLE TREE DEVELOPMENTS LIMITED

Per: [Signature]
President

Per: [Signature]
Secretary

IN WITNESS WHEREOF this indenture has been executed by Bank of Montreal by its Attorneys duly appointed under Power of Attorney registered as No. 103919 this 3rd day of March, 1979.

Executed in the presence of

BANK OF MONTREAL

Per: [Signature]
A. F. Snider,
Senior Manager, Credit

[Signature]
Marguerite Greene

Per: [Signature]
W. D. Marshall,
Manager, Credit

BANK OF MONTREAL
CORPORATE CREDIT
NO. CC 2761

LAND TITLES ACT

TRANSFER OF EASEMENT

AMEX DEVELOPMENTS LIMITED,

(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-

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, 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 open ditches, any 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 as far as possible restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient 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 sewers, watermains or drainage works.

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

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

DATED at Brampton, this 6 day of March, 1979.

AMEX DEVELOPMENTS LIMITED

Per: [Signature]

Per: [Signature]

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]
Mayor

Per: [Signature]
Clerk

SPENVALLEY DEVELOPMENTS LIMITED

Per: [Signature]
President

Per: [Signature]
Authorized Signing Officer

MAPLE TREE DEVELOPMENTS LIMITED

Per: [Signature] President

Per: [Signature] Secy Treas.

IN WITNESS WHEREOF this indenture has been executed by Bank of Montreal by its Attorneys duly appointed under Power of Attorney registered as No. 103919 this 30th day of March, 1979.

Executed in the presence of

BANK OF MONTREAL

Per: [Signature]
A. F. Snider,
Senior Manager, Credit

Per: [Signature]
W. D. Marshall,
Manager, Credit

[Signature]
Marguerite Greene

BANK OF MONTREAL
CORPORATE BANKING CREDIT
DEPARTMENT
NO. CC 2765

86. 3
LAND TITLES ACT

TRANSFER OF EASEMENT

AMEX DEVELOPMENTS LIMITED,

(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-

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, 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 open ditches, any 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 as far as possible restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient 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 sewers, watermains or drainage works.

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

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

DATED at Brampton, this 7 day of March, 1979.

AMEX DEVELOPMENTS LIMITED

Per: [Signature]
Vice-President & General Manager

Per: [Signature]
Accounting Manager

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]
Mayor

Per: [Signature]
Clerk

SPENVALLEY DEVELOPMENTS LIMITED

Per: [Signature]
President

Per: [Signature]
Authorized Signing Officer

MAPLE TREE DEVELOPMENTS LIMITED

Per: [Signature]
President

Per: [Signature]
Manager

IN WITNESS WHEREOF this indenture has been executed by Bank of Montreal by its Attorneys duly appointed under Power of Attorney registered as No. 103919 this 30th day of March, 1979.

Executed in the presence of

BANK OF MONTREAL

Per: [Signature]
A. F. Snider,
Senior Manager, Credit

[Signature]
Marguerite Greene

Per: [Signature]
W. D. Marshall,
Manager, Credit

BANK OF MONTREAL
CORPORATE BANKING CREDIT
DOCUMENT
NO. Cc 2767

LAND TITLES ACT

TRANSFER OF EASEMENT

AMEX DEVELOPMENTS LIMITED,

(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-

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, 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 open ditches, any 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 as far as possible restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto, and shall replace or restore any soil or turf removed in connection with any of the work referred to above.

The Transferor covenants to remove and not to construct or erect any buildings, structures or improvements upon, under, along or across the servient lands nor in any way interfere with the easement hereby granted to the Transferee, and the Transferor does further covenant that no alteration shall be made in the grading of the servient 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 sewers, watermains or drainage works.

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

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

DATED at Brampton, this 8 day of MARCH, 1979.

AMEX DEVELOPMENTS LIMITED

Per: [Signature]
Vice-President & General Manager

Per: [Signature]
Accounting Manager

THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]
Mayor

Per: [Signature]
Clerk

SPENVALLEY DEVELOPMENTS LIMITED

Per: [Signature]
President

Per: [Signature]
Authorized Signing Officer

MAPLE TREE DEVELOPMENTS LIMITED

Per: [Signature]

Per: [Signature]

IN WITNESS WHEREOF this indenture has been executed by Bank of Montreal by its Attorneys duly appointed under Power of Attorney registered as No. 103919 this 30th day of March, 1979.

Executed in the presence of

BANK OF MONTREAL

Per: [Signature]
A. F. Snider,
Senior Manager, Credit

[Signature]
Marguerite Greene

Per: [Signature]
W. D. Marshall,
Manager, Credit

BANK OF MONTREAL
CORPORATE BANKING CREDIT
DOCUMENT
NO. CC 2770

PASSED May 7, 19 79



BY-LAW

No. 104-79

To authorize the execution of a Transfer
of Easements from Amex Developments Limited
to The Corporation of the City of Brampton.