

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 140-75


A By-Law to authorize the execution of an Easement (Block D, Registered Plan 857 or M40).

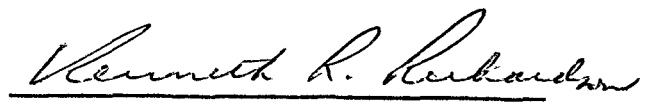
WHEREAS it is deemed necessary to enter into and execute an easement;

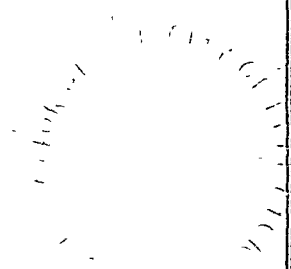
NOW THEREFORE the Council of the Corporation of the City of Brampton hereby ENACTS as follows:

- (1) That the City of Brampton enter into and execute an easement in the form attached hereto as Schedule "A", with Ontario Housing Corporation.
- (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 11th day of August, 1975.

  
JAMES E. ARCHDEKIN, Mayor

  
KENNETH R. RICHARDSON, Clerk



Schedule "A"

THIS AGREEMENT dated the 18th day of March A.D. 1975

B E T W E E N :

ONTARIO HOUSING CORPORATION  
(hereinafter called the Grantor)  
OF THE FIRST PART

-AND

THE CORPORATION OF THE CITY OF BRAMPTON  
(hereinafter called the Grantee)  
OF THE SECOND PART

WHEREAS the Grantor is the registered owner of the freehold land registered in Office of Land Titles, for the Land Titles Division of Peel (No. 43), Brampton, as more particularly set out in Schedule "A" annexed hereto.

AND WHEREAS the Grantor has installed, with the consent of the Grantee, certain storm drainage works on the lands more particularly described in Schedule "B" annexed hereto (hereinafter called the "Easement Lands")

AND WHEREAS the Grantor has agreed to grant an Easement and the Grantee has agreed to accept such Easement on the Easement Lands.

AND WHEREAS the servient tenement of the Grantor is described in Schedule "A" annexed hereto and the dominant tenement of the Grantee consists of the system of pipes of the Corporation of the City of Brampton situate in the City of Brampton together with the building and plants of the City situate on lands owned by the City of Brampton.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the mutal covenants herein contained and other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, the right at

any time to enter upon the Easement Lands for the purpose of constructing, installing, maintaining, replacing, and operating the storm sewers, storm overflow depressions and drains in and upon the Easement Lands, and of keeping and maintaining them at all times in good condition and repairs; and for every such purpose the Grantee shall have access to the said lands and works at all times, by its servants, employees and workmen.

Any work undertaken pursuant to this Agreement shall be done with the least possible damage to the lands of the Grantor, its successors and assigns and the Grantee doth further covenant and agree that after any work, which may from time to time be necessary, has been completed, to restore the said lands to the same condition as nearly as possible as they were at the time of commencing such undertaking.

The Grantor doth covenant and agree that it will not erect any building or structure on the Easement Lands or in any way interfere with the Easement hereby granted to the Grantee, reserving to itself the right to erect any structures which shall not interfere with such Easement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns respectively.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto caused to be affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

WITNESS:

) ONTARIO HOUSING CORPORATION  
 )  
 ) Per: [Signature]  
 ) For Vice-Chairman  
 ) Per: [Signature]  
 ) Corporate Secretary  
 )  
 ) THE CORPORATION OF THE CITY OF BRAMPTON  
 )  
 ) Per: [Signature]  
 ) Mayor  
 ) Per: [Signature]  
 ) Clerk

SCHEDULE "A"

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 Township of Chinguacousy, County of Peel) and being composed of those parts of Block B, Plan M-40, Brampton, registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) and designated as Parts 1 to 69 on a Plan of Survey of Record filed at said Office as Plan 43R-2495 and Parts 70 to 145 on a Plan of Survey of Record filed at said Office as Plan 43R-2508 and composed also of those parts of Block A, Plan M-40, registered in the said Office and designated as Parts 146 to 175 on a Plan of Survey of Record filed as Plan 43R-2508.

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being<sup>or</sup> in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Chinguacousy, County of Peel) and being composed of those parts of Block B, Plan M-40, Brampton, registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) and designated as Parts 76A, 77B, 83A, 84A, 85B, 86B, 87C, 88A, 89B, 90A, 93A, 94A, 95A, 96A, 97A, 98A, 99A, 100A, 101A, 102A, 121B, 145A and 146B, on a Plan of Survey of Record filed at said Office as Plan 43R-2508.