



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 202-76

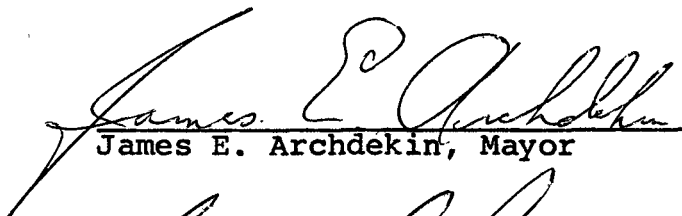
A By-law to authorize the execution of an Easement between Bramalea Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Investors Syndicate Limited.

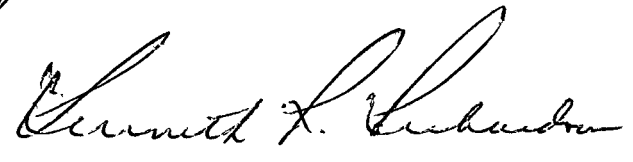
WHEREAS it is deemed necessary to enter into and execute an easement.

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 Bramalea Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel and Investors Syndicate Limited, 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 6th day of October, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

Grant of Easement

THIS INDENTURE made in triplicate this            day of  
August, 1976.

B E T W E E N :

BRAMALEA LIMITED, a company incorporated  
under the laws of the Province of Ontario  
(hereinafter called the "Grantor")

OF THE FIRST PART

A N D :

THE CORPORATION OF THE CITY OF BRAMPTON  
(hereinafter called the "City")

OF THE SECOND PART

A N D :

THE REGIONAL MUNICIPALITY OF PEEL  
(hereinafter called the "Region")

OF THE THIRD PART

A N D :

INVESTORS SYNDICATE LIMITED, a company  
incorporated under the laws of Manitoba  
(hereinafter called the "Mortgagee")

OF THE FOURTH PART

W H E R E A S :

A.            By Articles of Amendment dated June 7th, 1976, the  
name Bramalea Consolidated Developments Limited was changed to  
Bramalea Limited, which Articles of Amendment were registered  
at the Land Registry Office for the Registry Division of Peel  
(No. 43) on June 7th, 1976 at 1:34 p.m. as Instrument No.  
393970 v.s.;

B.            The Grantor desires to grant in favour of the City  
and the Region an easement over certain lands and premises  
and the Mortgagee has agreed to this being done;

C.            The servient tenement of the Grantor is described  
herein and the dominant tenement of the City consists of the

system of storm sewers, catch basins and drains of the City of Brampton together with buildings and plants of the City situate on land owned by the City of Brampton, and the dominant tenement of the Region consists of the system of pipes of the Regional Municipality of Peel together with buildings and plants of the Region situate on lands owned by the Regional Municipality of Peel;

D. The Mortgagee is the holder of a mortgage over those lands and premises in the City of Brampton which are designated as Parts 1 and 2 on Plan 43R-577;

E. In accordance with a decision of the Land Division Committee for the Regional Municipality of Peel (file No. B 50/76 B) it was determined that:

"Dedication to the Region of Peel and the City of Brampton of a service easement 40 feet in width, parallel to the northwesterly limit of Steeles Avenue East, approximately 796.55 feet in length to accommodate existing watermain, storm and sanitary sewer mains".

F. The City and Region are sometimes collectively referred to herein as the "Grantees".

1. WITNESSETH that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) now paid by the Grantees to the Grantor (the receipt whereof is hereby by it acknowledged), the Grantor grants unto the City and the Region, respectively, their respective successors and assigns, forever, the right, interest and easement on, over, under and through the land of the Grantor described in Schedule "A" annexed hereto, for the following purposes, namely:

(a) That the City may construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct,

enlarge and repair all and any utilities whatsoever and without limiting the generality of the foregoing to include storm sewers, catch basins, and all necessary appurtenances thereto, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the City shall have access to the said lands at all times by its servants, agents, contractors, licensees and assignees and its or their vehicles, supplies and equipment, and

(b) That the Region may construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair all and any utilities whatsoever and without restricting the generality herein to include sewers, drains, watermains, gas mains, aerial and buried hydro electric and telephone installations, television cables, and appurtenances to utilities, and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Region shall have access to the said lands at all times by its servants, agents, contractors, licensees and assignees and its or their vehicles, supplies and equipment.

2. The Grantor agrees that the Grantees 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 land, which may at any time interfere with or endanger the operation of the sewers and watermains and/or utilities located within the easement.

3. The servient tenement (easement) is more particularly described in Schedule "A" annexed hereto. The easement described in Schedule "A" is appurtenant to the lands described in Schedules "B" and "C" annexed hereto.

4. The Grantor hereby covenants with the Grantees that no other easement will be granted over the lands in Schedule "A" prior to the registration of this document.

5. The Grantees hereby agree to restore the said land to its original condition insofar as possible after any construction or maintenance work is completed.

6. The Grantor, for itself, its successors and assigns, covenants with the Grantees, their successors and assigns, to keep the said lands free and clear of any buildings, structures or obstructions; not to deposit on or remove any fill from the said land, and not to do or suffer to be done any other thing which might injure or damage the said sewers and watermains and/or utilities of the Grantees.

7. The Grantor covenants with the Grantees that it has the right to convey the said easement to the Grantees notwithstanding any act of the said Grantor.

8. The Grantor covenants with the Grantees that it will execute such further assurances of the said lands in respect of this Grant as may be requisite.

9. The Grantor releases to the Grantees all its claims upon the estate herewith conveyed.

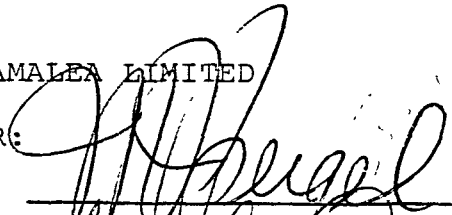
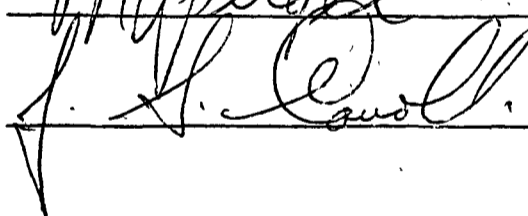
10. The Grantees covenant respectively to release to the owner of the lands from time to time any part of the easement hereby granted which it subsequently determines will not be utilized for the purposes herein set forth.

11. The Mortgagee hereby consents to the transferring of the property rights hereby transferred and hereby postpones its mortgage in favour thereof.

IN WITNESS WHEREOF the parties hereto have executed this document the year and date first above mentioned.


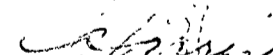
BRAMALEA LIMITED

PER:

  
\_\_\_\_\_  
  
\_\_\_\_\_

INVESTORS SYNDICATE LIMITED

PER:

  
\_\_\_\_\_  
Assistant Treasurer  
  
\_\_\_\_\_  
Assistant Secretary

THE CORPORATION OF THE CITY OF  
BRAMPTON

PER:

James E. Prohaska  
Kenneth R. Richardson

THE REGIONAL MUNICIPALITY OF PEEL

PER:

Original signed by L H PARSONS

Original signed by Richard L Frost

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton and Regional Municipality of Peel (formerly in the Township of Chinguacousy and County of Peel) and being composed of that part of Block A registered plan No. 676 which is designated as Part 2 on Plan 43R-700 and Part 2 on Plan 43R-577.



SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, Regional Municipality of Peel and consisting of the system of storm sewers, catch basins and drains of the City of Brampton, together with buildings and plants of the City situate on land owned by the City of Brampton and appurtenant to Glidden Road and Steeles Avenue and Block A, registered Plan No. 676.

SCHEDULE "C"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, Regional Municipality of Peel and consisting of the system of pipes of the Regional Municipality of Peel, situate in the Regional Municipality of Peel together with buildings and plants of the Region situate on lands owned by the Regional Municipality of Peel and being appurtenant to Glidden Road and Steeles Avenue, and Block A, Registered Plan No. 676.

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: BRAMALEA LIMITED  
to: THE REGIONAL MUNICIPALITY OF PEEL and THE CORPORATION OF THE CITY OF BRAMPTON  
on the 19th day of August 1976  
I, STEVEN ICZKOVITZ  
of the Town of Markham  
in the Region of York

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 Grantor 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	\$ 1.00
(b) Chattels — items of tangible personal property (see note)	\$ nil
<b>TOTAL CONSIDERATION</b>	<b>\$ 1.00</b>

(2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

- |   |                |
|---|----------------|
| (a) Monies paid in cash   | \$ 1.00        |
| (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         |
| <b>TOTAL CONSIDERATION (should agree with 3(1) (a) above)</b>                       | <b>\$ 1.00</b> |

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 Easement being granted pursuant to Land Division Committee consent issued by Region of Peel to Grantor dated July 20th, 1976.

SWORN before me at the City

of Toronto

this day of August 19 76.

(signature)

A Commissioner, etc.

NOTE TO PARAGRAPH 3(1) (b): Chattels: 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.

IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF  
THE LAND SPECULATION TAX ACT, 1974

**AFFIDAVIT**

I, MORRIS SMITH, Q.C. of 1867 Yonge  
(print name)  
Street, Toronto, Ontario  
(print address)

**MAKE OATH AND SAY THAT:**

1. 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

a disposition in favour of a municipality

as provided for by section 4, clause (j), subclause \_\_\_\_\_, of the above Act.

delete this paragraph if inapplicable

2. I am <sup>an officer of</sup> 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

3. ~~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  
day of August 19 76.

A Commissioner, etc.

DATED: August , 1976

BRAMALEA LIMITED

- and -

THE CORPORATION OF THE CITY OF  
BRAMPTON

- and -

THE REGIONAL MUNICIPALITY OF  
PEEL

- and -

INVESTORS SYNDICATE LIMITED

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GRANT OF EASEMENT

---

**SHIFF, GROSS**

SUITE 800, 1867 YONGE STREET

TORONTO, ONTARIO

M4S 1R2

VS 409509  
OCT. 20, 1976  
10:31 AM

Registered by  
Region of Peel.