



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 311-77


A By-law to authorize the acceptance of Deeds (1' Reserves and Easements-Coppen Holdings Limited)

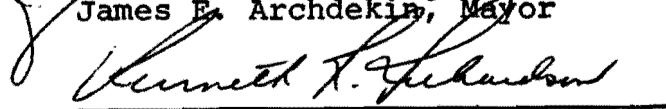
WHEREAS it is deemed necessary to accept Indentures from Coppen Holdings Limited;

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

- 1) THAT the lands known as parts of Lots 8, 38, 39, 83 and 95 according to registered plan 971 and designated as Parts 1, 2, 3, 4, 5, 6 and 7 on reference plan 43R3903 outlined on an Indenture attached hereto as Schedule 'A' are hereby accepted as one foot reserves.
- 2) THAT the lands known as Block 1 according to registered plan 971 and designated as Parts 31 and 32 on reference plan 43R 2846 outlined on an Indenture attached hereto as Schedule 'B' are accepted as easements.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of December, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

PASSED December 12 1977



BY-LAW

No. 311-77

A By-law to authorize the acceptance
of Deeds (One Foot Reserves and
Easements - Coppen Holdings Limited)

Easement

THIS INDENTURE made in duplicate this 28th day of April, A.D. 1976.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT, R.S.O. 1960, Chapter 372 and amendments thereto.

B E T W E E N :

COPPEN HOLDINGS LIMITED, a corporation
incorporated under the laws of the Province
of Ontario,

herein 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 wishes to convey to the Grantee an easement over certain lands;

AND WHEREAS the servient tenement of the Grantor is described herein and the dominant tenement of the Grantee consists in the system of pipes of the Corporation of the City of Brampton situate in the City together with buildings and plants of the City situate on the land owned by the City.

WITNESSETH that in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00.) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt whereof is hereby admitted) the Grantor hereby grants, conveys and transfers unto the Grantee its successors and assigns, forever, the right, interest and easement on, over, under and through the land of the Grantor described in Schedule "A" hereto for the following purposes, namely, to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair sewers and drains and appurtenances and open watercourses for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Grantee shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.

The land involved is more particularly described

in Schedule "A" to this indenture.

The Grantor hereby promises the City that no other easement will be granted over the land in Schedule "A" prior to registration of this document.

The Grantor, for itself, its successors and assign, covenants with the Grantee, its successors and assigns to remove from and keep the said land free and clear of any trees, buildings, structures or obstructions; to use the said land only as a lawn, farm operation, garden, flower bed, roadway, driveway or parking area, none of which shall be paved with a hard concrete surface; not to deposit on or remove any fill from said land and not to do or suffer to be done any other thing which might injure or damage the said sewers or drains or open watercourses.

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

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

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

IN WITNESS WHEREOF the parties have caused their respective corporate seals to be hereunto affixed attested by the hands of their respective proper signing officers in that behalf.

COPPEN HOLDINGS LIMITED,
per:

Michael
PRESIDENT

THE CORPORATION OF THE CITY OF BRAMPTON
per:

James E. Richardson MAYOR
Kenneth A. Richardson CLERK

SCHEDULE "A"

Description of Easement

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 Town of Brampton in the County of Peel) and being composed of Block I according to a Plan filed in the Registry Office for the Registry Division of Peel (No.43) as No. 971 designated as Parts 31 and 32 according to a Plan of Survey deposited in the Registry Office aforesaid as 43R-2846.

No.

458352

DATED the 28th day of April, 1976.

Registry Division of Peel (No. 43)

I CERTIFY that this instrument is registered as of

1977 DEC 16 AM 10 58 COPPEN HOLDINGS LIMITED

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter
LAND REGISTRAR

- t o -

THE CORPORATION OF THE CITY
OF BRAMPTON.

E A S E M E N T

Block I. Registered Plan 971,
designated as Part 32, Reference
Plan 43R-2846, City of Brampton,
Regional Municipality of Peel.

Davis, Webb & Hollinrake,
Barristers and Solicitors,
41 George Street,
BRAMPTON, Ontario.

\$10

1' Res.

This Indenture

made (in duplicate) the 27th day of April
one thousand nine hundred and seventy-six

In Pursuance of The Short Forms of Conveyances Act

Between

COPPEN HOLDINGS LIMITED, a corporation
duly incorporated under the laws of the
Province of Ontario,

hereinafter called the "GRANTOR",
OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "GRANTEE",
OF THE SECOND PART

Witnesseth that in consideration of the sum of TWO

----- (\$2.00.) -----

Dollars
of lawful money of Canada now paid by the said Grantee to the said
Grantor (the receipt whereof is hereby by it acknowledged),
the said Grantor Doth Grant unto the said Grantee in fee simple.
All and Singular th at 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 Town of Brampton in
the County of Peel) and being composed of Parts of Lots
8, 38, 39, 83 and 95 according to a Plan filed in the
Registry Office for the Registry Division of Peel (No.43)
as No. 971 designated as Parts 1, 2, 3, 4, 5, 6 and 7
according to a Plan of Survey deposited in the Registry
Office aforesaid as 43R-3903 and being one foot reserves.

To have and to hold unto the said Grantee **its** ~~heirs~~ **successors**
assigns, to and for **its** and their sole and only use for ever. **Subject**
~~Nevertheless~~ to the reservations, limitations, provisoes and conditions,
expressed in the original grant thereof from the Crown.

The said Grantor **Covenants** with the said Grantee **That** ~~he~~ **it** has the right to convey the said lands to the said Grantee notwithstanding any act of the said Grantor .

And that the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

And the said Grantor **Covenants** with the said Grantee that ~~he~~ **it** will execute such further assurances of the said lands as may be requisite.

And the said Grantor **Covenants** with the said Grantee that ~~he~~ **it** has done no act to encumber the said lands.

And the said Grantor **Releases** to the said Grantee **All** **its** claims upon the said lands.

IN WITNESS WHEREOF the party of the first part has hereunto affixed its corporate seal under the hand of its proper signing officers duly authorized in that behalf.

~~In Witness Whereof~~ the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

COPPEN HOLDINGS LIMITED,
per:

Michael
PRESIDENT.

AFFIDAVIT OF SUBSCRIBING WITNESS

I,
of the
in the
I am a subscribing witness to the attached instrument and I was present and saw it executed
at by
make oath and say:

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the
in the
this day of 19

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

Amended, Jan 1975

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:
to:
on the day of 19
I,
of the
in the

MAKE OATH AND SAY THAT:

- 1. I am 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) \$

- 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

All blanks must be filled in

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.

SWORN before me at the
of
this day of 19 (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.

I/WE

of the

in the

make oath and say:

When

executed the attached instrument,

I/WE at least eighteen years old.

I was married / divorced / widower

was my wife / husband.

We were married to each other.

We held the land as Joint Tenants / Trustees / Partnership Property.

Strike out inapplicable clauses.

Resident of Canada, etc

(SEVERALLY) SWORN before me at the

in the

this day of 19

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

* Where affidavit made by attorney substitute "When I executed the attached instrument as attorney for (name), he/she was (marital status, and if married, name of spouse), and when he/she executed the power of attorney, he/she had attained the age of majority"

Dated: 27th April 1976

COPPEN HOLDINGS LIMITED

TO

THE CORPORATION OF THE CITY OF BRAMPTON

Address: 24 Queen Street East, Brampton, Ontario.

Deed of Land

in the City of BRAMPTON, Regional Municipality of Peel.

Dye & Durham Co Limited, 160 Bartley Drive, Toronto

ASSESSMENT ROLL NO

ADDRESS OF PROPERTY

Davis, Webb & Hollinrake, Barristers and Solicitors, 41 George Street South, Brampton, Ontario.

No. 458351

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1977 DEC 16 AM 10 58

In The Land Registry Office at Brampton, Ontario.

Shaw Porter LAND REGISTRAR

REGISTRATION FEE	\$ 18
LAND TRANSFER TAX	
RETAIL SALES TAX	