

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 10-74

A By-law to authorize the execution
of an easement with Peel Village
Developments Co. Limited
(Fletchers Creek).

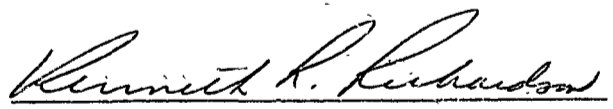
WHEREAS it is deemed expedient to enter into and execute an
easement with Peel Village Developments Co. Limited;

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 Peel Village Developments Co. Limited.
2. That the Mayor and the Clerk are hereby authorized
to affix their signatures to the said easement,
attached hereto as Schedule "A", with Peel Village
Developments Co. Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 11th day of February , 1974.


JAMES E. ARCHDEKIN, Mayor


KENNETH R. RICHARDSON, Clerk

THIS INDENTURE made this 2nd day of January, 1974.

B E T W E E N:

PEEL VILLAGE DEVELOPMENTS CO. LIMITED,
an amalgamated corporation under the laws
of the Province of Ontario, having its
Head Office at the City of Brampton,
in The Regional Municipality of Peel,

(hereinafter called the "GRANTOR"),

OF THE FIRST PART;

A N D:

THE CORPORATION OF THE CITY OF BRAMPTON,

(hereinafter called the "GRANTEE"),

OF THE SECOND PART.

WHEREAS by Letters Patent of Amalgamation dated the first day of January, 1965, Peel Village Developments Limited, Shoppers' World (Danforth) Limited and Peel Village Apartments Limited were amalgamated and were continued as one corporation under the name of Peel Village Developments Co. Limited; and

WHEREAS a notarial copy of said Letter Patent of Amalgamation was registered in the Land Registry Office for the Registry Division of Peel (No. 43), on the 12th day of January, 1965, as No. 15947GR; and

WHEREAS the Grantor represents that it is the registered owner of the lands described in Schedule "A" attached hereto; and

WHEREAS the Grantor has agreed to grant to the Grantee an easement across the Grantor's land for the purpose of installing and maintaining a sanitary trunk sewer upon certain terms and conditions as more particularly set forth herein.

NOW THEREFOR THIS INDENTURE WITNESSETH that in consideration of the premises and the terms, covenants and conditions herein contained and the sum of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged), the Grantor doth hereby grant and convey in perpetuity unto the Grantee, its successors and assigns, an

exclusive easement over, along and upon and under the lands described in Schedule "A" attached hereto for the purposes of constructing, installing, maintaining, replacing, repairing and operating a sanitary sewer, pipe, drain, or conduit and of keeping and maintaining them at all times in a state of good repair, and for every such purpose the Grantee shall have access to the said lands and works at all times by its employees, agents and servants.

THE Grantor shall not construct, erect or place upon the easement lands any permanent or temporary building or structure nor place upon the easement lands any obstacle which would interfere with the proper operation and maintenance of the sanitary sewer.

PROVIDED that the Grantee shall indemnify and save harmless the Grantor from any and all claims, costs, suits, losses, demands, liabilities, fees and expenses of every nature and kind whatsoever arising from the construction, installation, maintenance, replacement, repair or operation and use of the aforementioned sanitary sewer, pipes, drains, and conduits in the easement lands.

PROVIDED further that the Grantee shall exercise all due care in carrying out its rights for the purposes herein mentioned and shall replace any land disturbed in as nearly as possible a condition similar to that before entry onto the easement lands was made by the Grantee.

THIS indenture and all the rights and obligations created herein shall enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their respective proper officers duly authorized in that behalf.

PEEL VILLAGE DEVELOPMENTS CO. LIMITED

by *L. J. Roberts*
(Chairman of the Board)

and *R. Sturley*
(Secretary)

THE CORPORATION OF THE CITY OF BRAMPTON

by *James E. Archdell*
(Mayor)

and *W. L. Hudson*
(Clerk)

SCHEDULE "A" TO A GRANT OF EASEMENT
BETWEEN PEEL VILLAGE DEVELOPMENTS CO.
LIMITED AND THE CORPORATION OF THE CITY
OF BRAMPTON, DATED THE 2nd DAY OF
JANUARY, 1974.

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, and being
composed of PART 1 on a Reference Plan received and
deposited in the Land Registry Office for the Land Registry
Division of Peel (No. 43) as No. 43R-1622.

DATED: January 2, 1974

B E T W E E N :

PEEL VILLAGE DEVELOPMENTS
CO. LIMITED

- and -

THE CORPORATION OF THE
CITY OF BRAMPTON

GRANT OF EASEMENT

HOLDEN, MURDOCH, WALTON, FINLAY,
ROBINSON,
Barristers & Solicitors,
Suite 2400,
44 King Street West,
Toronto, Ontario,
M5G 1G9.