

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 11-74

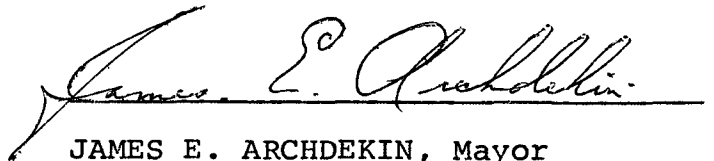
A By-law to authorize the execution  
of an easement with the Consumers'  
Gas Company (City Centre East).

WHEREAS it is deemed expedient to enter into and execute an  
easement with the Consumers' Gas Company;

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 the Consumers' Gas Company.
2. That the Mayor and Clerk are hereby authorized to  
affix their signatures to the said easement,  
attached hereto as Schedule "A", with the  
Consumers' Gas Company.

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

THE CONSUMERS' GAS COMPANY

THIS INDENTURE made in triplicate, this 7th day of  
January, 1974.

B E T W E E N:

THE CORPORATION OF THE CITY  
OF BRAMPTON

hereinafter called the GRANTOR,  
OF THE FIRST PART,

- and -

THE CONSUMERS' GAS COMPANY, a Company  
incorporated under the laws of the  
Province of Ontario, having its head  
office at the City of Toronto, in the  
Province of Ontario, \

Hereinafter called the GRANTEE,  
OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of the herein-  
after described lands;

WITNESSETH that in consideration of other valuable con-  
sideration and TWO DOLLARS (\$2.00) of lawful money of Canada now  
paid to it, the Grantor hereby grants, transfers and confirms to  
the Grantee, its successors and assigns, to be used and enjoyed as  
appurtenant to the lands described in Schedule "A" hereto annexed,  
a free and unencumbered easement in perpetuity to construct, operate,  
maintain, repair and renew a pipeline or any part thereof, including  
all necessary markers, fixtures and equipment, and all appurtenances  
thereto for the transmission of natural and/or manufactured gas  
from the lands described in Schedule "A" hereto annexed in, under  
and/or through the lands described as follows:

ALL AND SINGULAR those certain parcels or tracts of lands and premises  
situate, lying and being in the City of Brampton, in the Regional  
Municipality of Peel, formerly in the Township of Chinguacousy in the  
County of Peel, and being ~~that part of Part 10 as shown on a Plan reg-  
istered in the Registry Office for the Registry Division of Peel as  
No. 290,~~ designated as Part I on a Reference Plan deposited in the  
said Office as No. 43R-1557.

*Composed of part of lot 5, Concession IV,  
East of Hurontario Street, and*

TOGETHER WITH a right-of-way to the Grantee, its servants and agents, for ingress and egress at any and all times to the easement hereby granted on foot and/or with vehicles, supplies, machinery and equipment necessary or incidental to the exercise and enjoyment of the said easement to and from the highway over, along and upon the said easement and the Grantor's lands abutting thereto;

AND WITH the right to the Grantee to remove by blasting or otherwise any boulder or rock which may be encountered in constructing its pipeline, and to sever, fell, remove, prevent or control the growth of any roots, trees, stumps, brush or other vegetation now or from time to time hereafter growing on or under the said lands within five feet (5') of its pipeline.

THE GRANTEE COVENANTS AND AGREES with the Grantor that it will at its expense, as soon as reasonably possible after the construction of the pipeline and at all times thereafter, remove all surplus soil and debris, and do all grading, repairs and replacements necessary to restore the Grantor's lands to the same state and condition in which they were prior to the making of any excavation or to the doing of any work in respect of the construction, operation, maintenance, repair or renewal of the said pipeline so far as is practicable.

THE GRANTOR COVENANTS AND AGREES with the Grantee that it will not place or erect, or cause to be placed or erected, on the Grantor's lands any building or structure which will obstruct or prevent the exercise and enjoyment by the Grantee of the easement and right-of-way hereby granted.

THIS INDENTURE, INCLUDING ALL RIGHTS, PRIVILEGES and benefits herein contained, shall extend to, be binding upon and

enure to the parties hereto and their respective successors and assigns.

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

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

THE CORPORATION OF THE CITY  
OF BRAMPTON

James E. Archibald Mayor  
W. Richardson Clerk

THE CONSUMERS' GAS COMPANY

Geo W. Carpenter  
VICE-PRESIDENT  
A. Williamson  
SECRETARY

APPROVED  
[Signature]  
LAND DEPT

SCHEDULE "A"

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ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Mississauga in the Regional Municipality of Peel, formerly in the Town of Mississauga in the County of Peel, and being composed of part of Lot 31, in the Second Concession, South of Dundas Street, and which parcel of land may be more particularly described as follows:

COMMENCING at the most westerly angle of Lot 1 as shown on a Plan registered in the Registry Office for the Registry Division of Peel (No. 43) as Number 421;

THENCE South forty-five degrees West along the production south-westerly of the most north-westerly limit of the said registered plan Number 421, a distance of three one-hundredths feet;

THENCE on a curve to the left of radius three hundred and thirty-four feet, thirty and two one-hundredths feet, having a chord of thirty feet on a bearing of South forty-two degrees twenty-five minutes thirty seconds West to an iron pipe planted;

THENCE South forty-five degrees East a distance of fifty and twenty-four one-hundredths feet to an iron pipe planted;

THENCE North-easterly on a curve to the right of radius two hundred and eighty-four feet a distance of thirty and two one-hundredths feet, having a chord of thirty feet on a bearing of north forty-one degrees fifty-eight minutes twenty seconds East;

THENCE North forty-five degrees East parallel with the aforesaid north-westerly limit of plan Number 421, a distance of five one-hundredths feet to an iron pipe planted in the south-westerly limit of the said registered plan Number 421;

THENCE North forty-five degrees one minute thirty seconds West along the said south-westerly limit fifty feet more or less to the point of commencement.

CITY OF  
BRAMPTON

DATED 7th JANUARY, 1974

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THE CORPORATION OF THE  
CITY OF BRAMPTON

- and -

305061

VS

THE CONSUMERS' GAS COMPANY

19 Toronto Street  
Toronto M5C 2E8

Registry Division of Peel (No. 43)

I CERTIFY that this instrument is registered as of

1013A.M.  
MAR 14 1974

in the

Registry Office  
at Brampton,  
Ontario.

*Near Porter*  
REGISTRAR

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GRANT OF EASEMENT

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AIRD, ZIMMERMAN & BERLIS  
Barristers and Solicitors  
145 King Street West  
TORONTO M5H 2J3