



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 54-79


To authorize the execution of a Grant of Easement and a Transfer of Easement between The Regional Municipality of Peel and The Corporation of the City of Brampton.

The Council of the Corporation of the City of Brampton
ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute a Grant of Easement and a Transfer of Easement between The Regional Municipality of Peel and The Corporation of the City of Brampton, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of April, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Acting Clerk

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.

~~The mortgage of the XXXXX Bank to the XXXXX
the property rights hereby granted and hereby postponed
favour thereof.~~

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

SIGNED, SEALED

AND DELIVERED

In the presence of:

) THE CORPORATION OF THE CITY OF
) BRAMPTON

) PER:

James E. ...

) PER:

...

) THE REGIONAL MUNICIPALITY OF PEEL

CHAIRMAN

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 the Town of Brampton, County of Peel) and being composed of part of Block C, Registered Plan 646, more particularly designated as Part Number One on a reference plan deposited in the Registry Office for the Registry Division of Peel (No. 43) as Number 43R-6070.

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

*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:

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 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.

SWORN before me at the _____ of _____ this _____ day of _____ 19 _____ (signature)

A Commissioner, etc.

RE 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. 1979, c 415, as amended. The purpose of this affidavit is to certify the value of chattels, the total value of which in the opinion of the deponent exceeds \$1,000. This does not exempt a purchaser from the payment of Retail Sales Tax on any tangible personal property as part of this transaction. When chattels are included in the purchase of a property with a value of less than \$100,000, the applicable tax should be paid by the purchaser to the Treasurer of Ontario and remitted to the Minister of Revenue.

Dated July 10 1978

THE CORPORATION OF
THE CITY OF BRAMPTON

TO

THE REGIONAL MUNICIPALITY OF PEEL

Address: 150 Central Park Drive
Bramalea, Ontario

GRANT OF EASEMENT

Part of Block C, Plan 646.
Part 1, Ref. Plan 43R-6070

Dye & Durham Co. Limited, 160 Bartley Drive, Toronto

ASSESSMENT ROLL NO.....

ADDRESS OF PROPERTY:
.....
.....

Region of Peel
Property Division
85 Kennedy Road South
Brampton, Ontario

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

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

(SEVERALLY) SWORN before me at the
in the
this day of 19

Part of
3, etc.

We held the land as Joint Tenants / Trustees / Partnership Property.
We were married to each other.

I was married / divorced / widower.
at least eighteen years old.
was my wife / husband.

of the
in the
made oath and says: When executed the attached instrument,

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	

TRANSFER OF EASEMENT

THE CORPORATION OF THE CITY OF BRAMPTON,

the registered owner of the freehold land registered in the
Land Registry Office for the Land Titles Division of Peel
as Parcel Plan - 2
in the register for Section M-212

in consideration of the sum of ONE -----

----- (\$1.00) -----DOLLAR

paid to it TRANSFER to

THE REGIONAL MUNICIPALITY OF PEEL,

the rights and easements hereinafter described, namely:

The right, interest and easement on, over, under and
through the land of the Transferor described in Schedule "A"
hereto for the following purposes, namely, to 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 sanitary sewers and
appurtenances thereto; and for every such purpose and for all
purposes necessary or incidental to the exercise of the rights hereby
created, the Transferee shall have access to the said lands at all
times by its servants, agents, contractors, and its or their
vehicles, supplies and equipment.

The Transferor hereby agrees that the Transferee 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 sanitary sewer.

The servient tenement (easement) is more particularly
described in Schedule "A" hereto.

The Transferor hereby promises The Regional Municipality
of Peel that no other easement will be granted over the land in
Schedule "A" prior to the filing of this Transfer of Easement.

The Transferee hereby agrees to restore the said lands to their original condition after any construction or maintenance work is completed.

The Transferor, for itself, its successors and assigns, covenants with the Transferee, its successors and assigns to keep the said land free and clear of any buildings, structures or obstructions; 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 sanitary sewer.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the said parties have hereunto caused to be affixed their corporate seals attested to by the hands of their duly authorized officers.

DATED at Brampton, this *9th* day of *April* 1978^{*9*}.

THE CORPORATION OF THE CITY OF BRAMPTON

PER:

James C. Archibald

PER:

R. J. Owen

THE REGIONAL MUNICIPALITY OF PEEL

Chairman

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 the Town of Brampton, County of Peel) and being composed of part of Block A on Plan M-212, more particularly designated as Part Number Two on a reference plan deposited in the Registry Office for the Land Titles Division of Peel (No. 43) as Number 43R-6070.

THE LAND TRANSFER TAX ACT, 1974 - AFFIDAVIT OF VALUE OF THE CONSIDERATION

Revised for
Jan. 1/75

IN THE MATTER OF THE CONVEYANCE made

by:

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(a) Land, buildings, 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 \$

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(c) Securities transferred to the value of (Detail below) \$

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(e) Monies secured by mortgage under this transaction \$

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(g) Other (Detail below) \$

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