



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 71-78

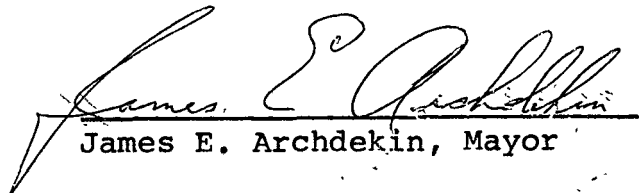
A by-law to authorize the execution of an easement

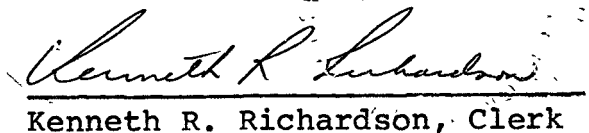
WHEREAS it is deemed necessary to enter into and execute an easement;

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 with Bramalea Limited and Ontario Hydro, 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 28th day of March, 1978.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS GRANT OF EASEMENT made, in duplicate, the day and year hereinafter set forth,

BETWEEN:

BRAMALEA LIMITED, a company incorporated under the laws of the Province of Ontario, having its Head Office in the City of Toronto, in the Municipality of Metropolitan Toronto

hereinafter called "the Grantor"

- and -

ONTARIO HYDRO

hereinafter called "Hydro"

- and -

THE CORPORATION OF THE CITY OF BRAMPTON, formerly known as the Corporation of the Township of Chinguacousy

hereinafter called the Party of the Third Part

WHEREAS the lands in Schedule "A" herein are registered in the name of Bramalea Consolidated Developments Limited;

AND WHEREAS the name of Bramalea Consolidated Developments Limited has been changed to Bramalea Limited by Certificate of Amendment of Articles issued by the Ministry of Consumer and Commercial Relations dated May 25, 1976, and registered in the Land Registry Office at Brampton, Ontario on the 7th day of June, 1976 as Instrument Number 393970;

AND WHEREAS Hydro desires to erect and maintain on, over or under the land described in Schedule "A" hereto a line or lines for the transmission of power;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. IN CONSIDERATION of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada, now paid by Hydro to the Grantor (the receipt whereof is hereby acknowledged), the Grantor hereby grants and conveys in perpetuity to Hydro, its successors and assigns, the

rights and easement:

(a) to erect, maintain, operate, repair, replace, relocate, reconstruct and remove at any time and from time to time in, over, along, upon and under the land described in Schedule "A" attached hereto (herein referred to as the strip) an electrical transmission line or lines consisting of overhanging wires, with guys, braces, and associated material and equipment (all or any of which works are herein called "the line");

(b) to erect, maintain and use bridges and such gates in all fences which are now or may hereafter be on the strip as Hydro may from time to time consider necessary;

(c) to install at a minimum depth of 12 inches below the surface of the land, and maintain, and use an underground conductor or conductors for grounding purposes when and where required within the strip;

(d) to mark the location of the line under the strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Grantor shall make of the strip;

(e) i. to cut and prune selectively trees and shrubs on the strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the line;

ii. subject to payment of additional compensation therefor, to cut, prune, and remove if necessary trees located outside the strip whose condition renders them liable to interfere with the safe operation and maintenance of the line;

(f) to conduct engineering and legal surveys and make soil tests in, on and over the strip;

(g) to enter on and to pass and repass at any and all times in, over, along and upon the strip for the servants, agents, contractors and subcontractors of Hydro with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted subject to payment by Hydro of compensation for any crop or other damage to the person entitled thereto caused by the exercise of this right of entry and passageway.

2. THE GRANTOR COVENANTS AND AGREES WITH HYDRO:

not to construct, erect, bring on, use or operate within the strip any buildings, structures, swimming or wading pools or other erections of any nature whatsoever. Notwithstanding the foregoing, in all cases where in the sole discretion of Hydro the safe operation and maintenance of the line is not endangered or interfered with the Grantor from time to time or the person or persons entitled thereto may with prior written approval of Hydro at his

or their own expense construct and maintain roads, lanes, walks, drains, sewers, water pipes, oil and gas pipelines, and fences on or under the strip or any portion thereof, provided that prior to commencing any such installation the Grantor shall give to Hydro thirty days' notice in writing so as to enable Hydro to have a representative inspect the site and be present during the performance of the work and that the Grantor complies with any instructions that may be given by any such representative in order that such work may be carried out in such a manner as not to endanger, damage or interfere with the line;

3. HYDRO COVENANTS AND AGREES WITH THE GRANTOR:

to indemnify and save harmless the Grantor, his tenants, or other lawful occupiers of the strip for any loss, damage and injury caused by the granting of this easement or anything done pursuant thereto or arising from any accident (not excluding an Act of God) that would not have happened but for the presence of the line on the strip; provided, however, that Hydro shall not be liable hereunder to the extent to which such loss, damage or injury is caused or contributed to by the neglect or default of the Grantor, his tenants or other lawful occupiers of the strip or their servants, agents, or workmen;

4. THE PARTY OF THE THIRD PART, The Corporation of the Township of Chinguacousy, one of the parties shown in Agreement dated the 20th day of November, 1972, and registered as Number 260858 VS, does hereby consent to this Grant of Easement and release and discharge the rights and easement herein from the Agreement.

5. IT IS A CONDITION of this Agreement that it shall be effective only if the provision of The Planning Act, R.S.O. 1970 and amendments thereto, if applicable, are complied with and in this connection the Grantor hereby authorizes and directs Hydro to act on his behalf and as his agent to apply to the appropriate body or bodies for consent to the separation or rezoning of the lands under The Planning Act, and to appeal any decision to a higher authority, if necessary in the opinion of Hydro, and this shall be Hydro's good and sufficient authority for so doing.

6. ALL COVENANTS herein contained shall be construed to be several as well as joint and wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or neuter where the context or the parties hereto so require.

7. THE BURDEN AND BENEFIT of this Agreement shall run with the land and shall extend to be binding on and enure to the benefit of

the parties hereto and their respective successors and assigns.

DATED this 31st day of December 1977.

SIGNED, SEALED AND DELIVERED
in the presence of

BRAMALEA LIMITED

James E. Archobla
per

John P. ... c/s
per

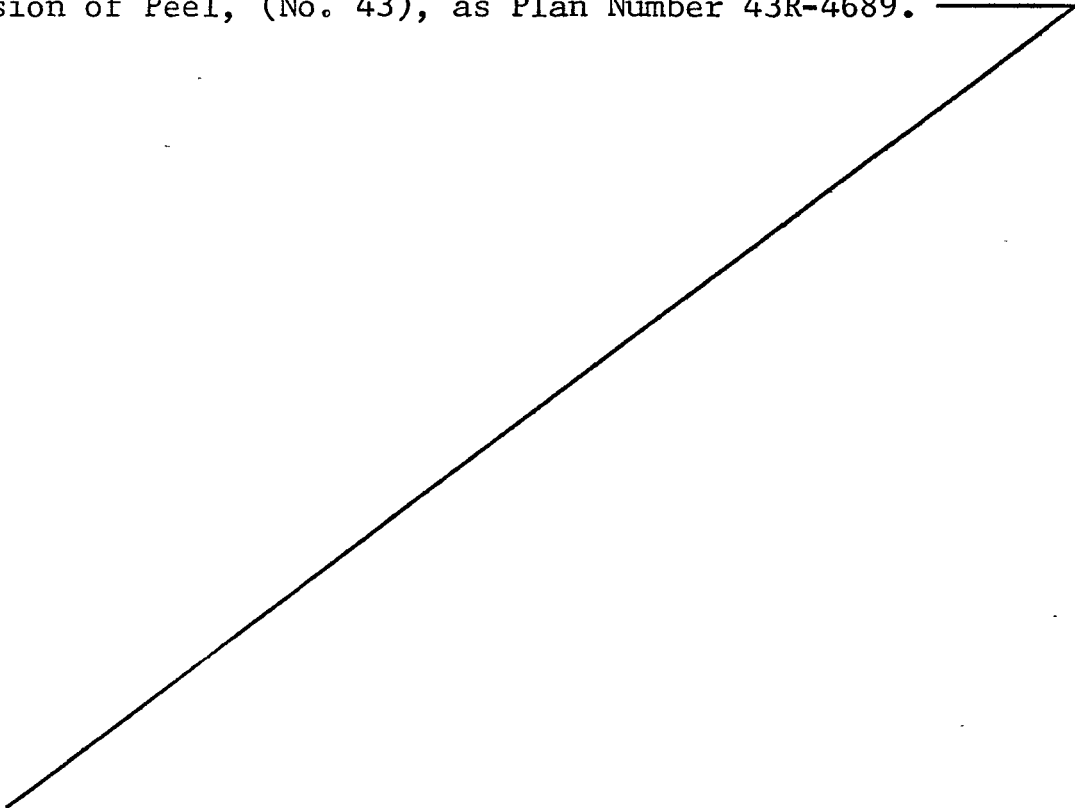
THE CORPORATION OF THE CITY OF
BRAMPTON

James E. Archobla MAJOR
per

Kenneth R. ... c/s
per

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land 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 composed of that part of Block "K", Registered Plan 977, of the said City of Brampton, designated as Part 1, on a Plan of Survey on record in the Land Registry Office for the Land Registry Division of Peel, (No. 43), as Plan Number 43R-4689.



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

AFFIDAVIT

I Morris Smith of _____
(print name)

BRAMALEA LIMITED, 1867 Yonge 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 Grant of Easement to Ontario Hydro which is exempt;

as provided for by section 4, clause j, subclause _____, of the above Act.

~~XX~~
~~XX~~
~~XX~~
~~XX~~
~~XX~~

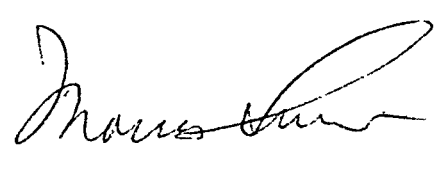
delete this paragraph if inapplicable

3. I am authorized in writing by the transferor making the disposition referred to in paragraph 1 hereof to make this affidavit.

delete this paragraph if inapplicable

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 16th
day of February 19 78




A Commissioner, etc

AFFIDAVIT OF SUBSCRIBING WITNESS

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: Bramalea Limited
1867 Yonge Street, Toronto, Ontario M4S 1Y5
to: Ontario Hydro - Property Division
700 University Ave., Toronto, Ontario M5G 1X6
on the 13th day of June, 19 77
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.

- I am of Bramalea Limited named in the within (or annexed) conveyance.
- I have a personal knowledge of the facts stated in this affidavit.
- (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
TOTAL CONSIDERATION	\$ 1.00
- (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
TOTAL CONSIDERATION (should agree with 3(1) (a) above)	\$ 1.00

All blanks must be filled in.

- If consideration is nominal, is the transfer for natural love and affection? n/a
- If so, what is the relationship between Grantor and Grantee? n/a
- Other remarks and explanations, if necessary This easement is given for purposes of transmitting electrical energy. No consideration passing directly or indirectly.

SWORN before me at the City
of Toronto
this 16th day of February 1977
A Commissioner, etc.

(signature)

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.

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/WE

of the

in the

* If attorney see footnote

make oath and say: When executed the attached instrument,

I/WE at least eighteen years old.

Strike out inapplicable clauses.

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.

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 June 13, 19 77

BRAMALEA LIMITED

TO

ONTARIO HYDRO

Address: 700 University Ave.
Toronto, Ontario M5G 1X6

GRANT OF EASEMENT

Dye & Durham Co Limited, 160 Baitley Drive, Toronto

ASSESSMENT ROLL NO

ADDRESS OF PROPERTY Part of Block "K",
Registered Plan 977, City of
Brampton, Regional Municipality
of Peel.

Ontario Hydro
Property Division
700 University Ave.
Toronto, Ontario
M5G 1X6

REGISTRATION FEE	
LAND TRANSFER TAX	
RETAIL SALES TAX	

THIS SPACE TO BE RESERVED FOR CERTIFICATE OF REGISTRATION

RS: 06/13/77 :LL

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT)
OF YORK)
TO WIT:)

FROM: BRAMALEA LIMITED

TO: ONTARIO HYDRO

DATED: May 27, 1977

AND IN THE MATTER OF a Declaration required under paragraph (c) of subsection (4) of Section 29 of The Planning Act, R.S.O. 1970, Chapter 349.

I, GEORGE ROMBOUGH, of the City of Toronto, in the Municipality of Metropolitan Toronto.

DO SOLEMNLY DECLARE THAT

1. I am a Solicitor for Ontario Hydro, the Grantee in the attached grant of Easement and as such have knowledge of the matters herein declared to.

2. The use of or right in the land described in the said grant of Easement is being acquired by Ontario Hydro for the construction of a utility line as defined in The Ontario Energy Board Act, R.S.O. 1970, Chapter 312.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the City of)
in the)
of this)
day of A.D. 1977.)

A Commissioner, etc.

4-1
THIS GRANT OF EASEMENT made, in duplicate, the day and year hereinafter set forth,

BETWEEN:

BRAMALEA LIMITED, a company incorporated under the laws of the Province of Ontario, having its Head Office in the City of Toronto, in the Municipality of Metropolitan Toronto

hereinafter called "the Grantor"

- and -

ONTARIO HYDRO

hereinafter called "Hydro"

- and -

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(c) to install at a minimum depth of 12 inches below the surface of the land, and maintain, and use an underground conductor or conductors for grounding purposes when and where required within the strip;

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(e) i. to cut and prune selectively trees and shrubs on the strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the line;

ii. subject to payment of additional compensation therefor, to cut, prune, and remove if necessary trees located outside the strip whose condition renders them liable to interfere with the safe operation and maintenance of the line;

(f) to conduct engineering and legal surveys and make soil tests in, on and over the strip;

(g) to enter on and to pass and repass at any and all times in, over, along and upon the strip for the servants, agents, contractors and subcontractors of Hydro with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to the exercise and enjoyment of the rights and easement hereby granted subject to payment by Hydro of compensation for any crop or other damage to the person entitled thereto caused by the exercise of this right of entry and passageway.

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4-3

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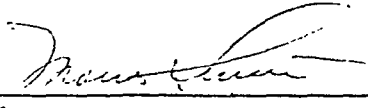
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the parties hereto and their respective successors and assigns.


DATED this 31st day of December 1977.

SIGNED, SEALED AND DELIVERED
in the presence of

BRAMALEA LIMITED



per


_____ c/s

per

THE CORPORATION OF THE CITY OF
BRAMPTON

per

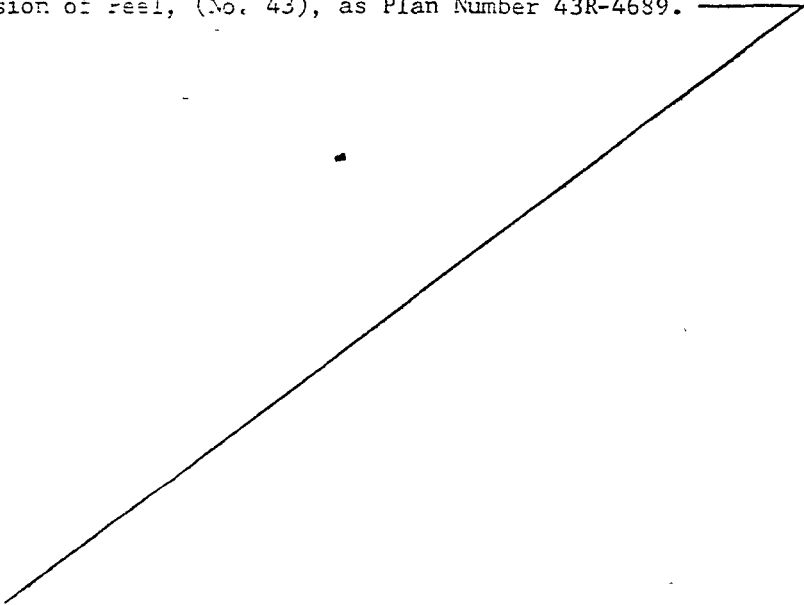
_____ c/s

per

4-5

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land 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 composed of that part of Block "K", Registered Plan 977, of the said City of Brampton, designated as Part 1, on a Plan of Survey on record in the Land Registry Office for the Land Registry Division of Peel, (No. 43), as Plan Number 43R-4689.



PASSED March 28 1978



BY-LAW

No. 71-78

A by-law to authorize
the execution of an
easement