



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

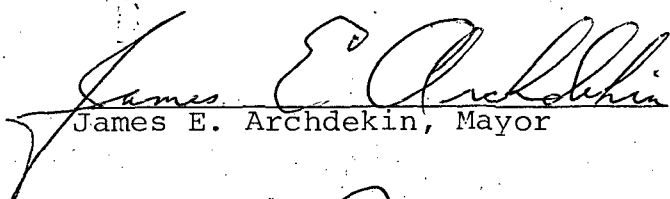
Number 128-80

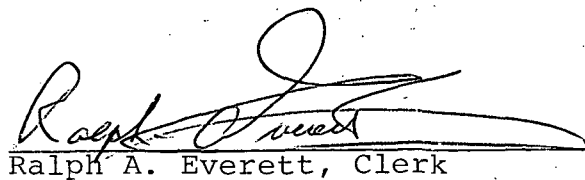
To authorize the execution
of easement documents

THE COUNCIL OF THE CORPORATION OF THE CITY OF BRAMPTON
HEREBY ENACTS AS FOLLOWS:

1. The Mayor and Clerk are hereby authorized to execute, after approval by the City Solicitor, any and all Grants or Transfers of Easements, Consents to Easements, and all similar documents relating to the transfer of easement rights by or to the City.

READ a FIRST, SECOND and THIRD TIME and PASSED in OPEN
COUNCIL, this 12th day of May, 1980.


James E. Archdekin, Mayor


Ralph A. Everett, Clerk

PASSED 12th May, 19 80



BY-LAW

No. 128-90

To authorize the execution
of easement documents

PERMISSION TO ENTER AGREEMENT

AGREEMENT BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the Owner

OF THE FIRST PART

-and-

THE REGIONAL MUNICIPALITY OF PEEL,

hereinafter called the Region

OF THE SECOND PART.

WHEREAS The Corporation of the City of Brampton is the owner of lands located to the north-east of the Steeles Avenue and Torbram Road intersection, being Part of Block 9, Registered Plan 43M-643, in the City of Brampton, Regional Municipality of Peel (formerly in the Township of Chinguacousy, County of Peel) and more particularly shown coloured in yellow (temporary working easement) on Schedule "A" attached hereto.

AND WHEREAS the Region has requested the Owner's permission to enter those portions of the said lands of the Owner specified hereinafter for the purposes of facilitating the widening and reconstruction work on Steeles Avenue including the construction of an overpass for the future Highway 407 and the Owner has agreed to allow the Region to do so subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. The Owner hereby covenants and agrees that the Region, its officers, employees, servants, contractors, contractors' workmen, agents and consultants (together with those Hydro, Bell Telephone, and Consumers Gas) may forthwith and at any time enter those portions of lands owned by the Owner

shown coloured in yellow (temporary working easement) on the Plan attached hereto as Schedule "A" forming part of this Agreement for the purposes of widening and reconstructing Steeles Avenue, with an overpass for the future Highway 407.

2. The Region shall restore, so far as possible, those lands shown coloured in yellow (temporary working easement) on Schedule "A" to as close to their original condition as is reasonably possible including regrading those areas disturbed by construction or as a result of construction by placing approximately 4" of topsoil over the disturbed areas, fine grading the disturbed areas, spray seed, and mulch the disturbed areas.

3. The Region agrees that prior to exercising its rights under Paragraph 1, it shall notify the Owner five (5) calendar days, by letter, sent registered mail or by personal delivery to:

The Corporation of the City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2

Attention: Ted White
Property Manager

and the Owner shall notify any occupants or tenants, if any, of the proposed utilities construction and obtain their consents, if requested by the Region.

4. The Region shall indemnify and save harmless the Owner from all liabilities, damages, costs, claims, suits or actions arising out of this agreement and any work done by the Region, its employees, agents and contractors.

5. The Region shall, within 21 days of receiving notice of registration, cause to be vacated any valid construction liens which may be registered against the lands in connection with any work undertaken by or on behalf of the Region pursuant to this agreement.

6. The Region agrees to keep in place, and to require its contractor to keep in place for the duration of this agreement comprehensive general liability insurance applying to all operations of the Region and the contractor respectively. Such policies shall be written with limits of not less than two million dollars (\$2,000,000.00) exclusive of interest or costs, per occurrence and shall include as an additional insured the Owner. The Region shall provide the Owner with certificates of this insurance.

7. This Agreement, when executed by the said Parties, shall constitute a binding agreement which shall come into effect on ^{1st day of March, 1993} ~~1st day of January, 1993~~ and shall enure to and be binding on the said Parties' executors, administrators, successors and assigns until the completion of the said construction. *Jm PBR*

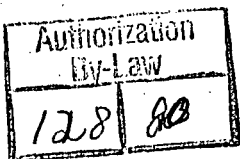
8. This Agreement to be executed by the Owner and presented to the Regional Municipality of Peel on or before the ^{27th day of January, 1993} ~~16th day of November, 1992~~. *Jm PBR*

9. This Agreement to be accepted and approved by the Council of the Regional Municipality of Peel on or before the ^{16th day of February, 1993} ~~15th day of December, 1992~~. *Jm PBR*

IN WITNESS WHEREOF the Part of the first Part have hereunto set their hands and seal at the City of *Brampton*, this *25th* day of *January* 1993.

SIGNED, SEALED AND DELIVERED)

In the presence of:)



THE CORPORATION OF THE CITY BRAMPTON

PER: *Peter Robertson*

Name: P. Robertson
Title: Mayor

PER: *L.J. Mikulich*

Name: L.J. Mikulich
Title: City Clerk

IN WITNESS WHEREOF the Regional Municipality of Peel has on the day of _____, 199__ affixed its name and corporate seal under the hands of its signing officers in that behalf.

THE REGIONAL MUNICIPALITY OF PEEL

PER: _____
Regional Solicitor, R. Kent Gillespie

PER: _____
Regional Clerk, Deborah E. Trouten

We have the authority to bind the Region.

PF-92025.01
October 27, 1992
/dp

