

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 137-74

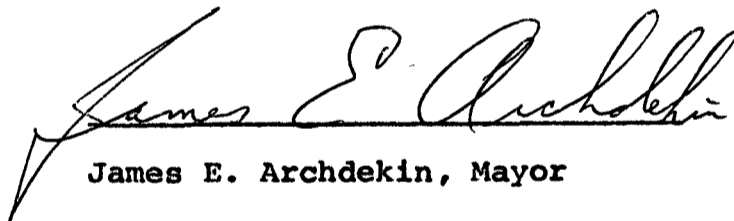
A By-law to authorize the execution of an easement with Ontario Hydro (Part of Block B, Reg. Plans 999 and 1002).

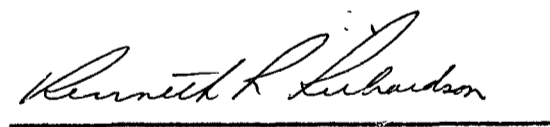
WHEREAS it is deemed expedient to enter into and execute an easement with Ontario Hydro;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute an easement, attached hereto as Schedule "A", with Ontario Hydro.
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said easement, attached hereto as Schedule "A", with Ontario Hydro.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of November, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS TRANSFER AND GRANT OF EASEMENT dated the

2nd day of
October 1974

Between **City of Brampton**

— and —

herein called the GRANTOR

ONTARIO HYDRO

Witnesseth

- 1 The Grantor is the owner in fee simple and in possession of the land described in Schedule "A" herein
- 2 PURSUANT to The Power Corporation Act, R S O 1970, Chapter 354, as amended, Ontario Hydro has erected, or is about to erect, a line for the transmission of electrical energy on this land, or on land adjacent thereto

3 IN CONSIDERATION of the sum of **Sixty-One Dollars** -----
 ----- (\$ **61.00** Dollars
 of lawful money of Canada paid by the Ontario Hydro to the Grantor the Grantor hereby grants transfers and conveys in perpetuity to Ontario Hydro,
 its successors and assigns, the rights and easement

- (a) To erect, maintain, operate, repair, replace, reconstruct, and remove on the land described in Schedule "A" herein the said electrical transmission line including ~~two~~ **2** Anchors, Overhanging Wires, with guys and braces (all or any of which works are herein called the line,
- (b) To cut and remove, or to trim and keep trimmed, all trees for a distance of **10** feet on each side of the centre line of the said line, herein called the strip, and subject to payment of additional compensation therefor, to cut and remove all leaning or decayed trees located at a greater distance from the said centre line whose condition renders them liable to fall and come in contact with the line,
- (c) To enter on and to pass and repass at any and all times in, over, along and upon the land described in Schedule "A" herein for the servants, agents, contractors and sub-contractors of Ontario 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 Ontario Hydro of compensation for any crop or other damage sustained by the Grantor caused by the exercise of this right of entry and passageway
- (d) To remove, relocate and reconstruct the line on the strip, subject to payment by Ontario Hydro of additional compensation for any damage caused thereby

- 4 THE Grantor covenants and agrees not to erect any buildings, structures, or other obstructions of any nature whatever for a distance of **10** feet of each side of the centre line of the said line except fences not exceeding six feet in height
- 5 THE Grantor covenants with Ontario Hydro that he has the right to convey the said rights and easement over the said land to Ontario Hydro, and that Ontario Hydro shall quietly possess and enjoy the said rights and easement, and that he will execute such further assurances of the said rights and easement as may be requisite
- 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 Transfer and Grant of Easement, the same shall be construed as meaning the plural or the feminine or neuter where the context of the parties hereto so require
- 7 THE burden and benefit of this Transfer and Grant of Easement shall run with the land and shall extend to, be binding on and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns

Signed, Sealed and Delivered
in the presence of

James E. Richardson

 Signature

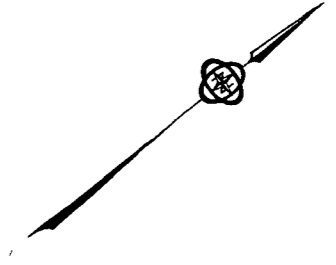
Kenneth R. Richardson

 Address

RECEIVED the sum of _____ Dollars in cash
 from _____ Employee of Ontario Hydro
 Ontario Hydro

Signature

LOT 16 CONCESSION 10
 NORTHERN DIVISION
 TOWNSHIP OF TORONTO GORE
 CITY OF BRAMPTON
 REGION OF PEEL



ROAD ALLOWANCE BETWEEN CONCESSIONS 4 AND 10 ND

ROAD ALLOWANCE BETWEEN LOTS 15 AND 16 CONCESSION 10

LEGEND

- 1/2" — OVERHEAD #10 ACSS
- 1/2" — 12/240V OVERHEAD BUS
- 1/2" — 12/240V UNDERGROUND
- ▲ — TRANSFORMER LOCATION
- — POLES

NOTES

- 1. POLES TO BE LOCATED 3' FROM STREET LINE
- 2. EXISTENCE TO BE PLANNED AND ALL WORKS
- 3. THIS WORK AFTER PERMITS FOR PRIMARY CONNECTION ONLY

ONTARIO HYDRO			
OVERHEAD PRIMARY DISTRIBUTION LINE TO SUPPLY 28 CUSTOMERS IN WILDFIELD ESTATES			
P.P. 1002			
LOT 16 CO 10 ND TORONTO GORE (PEEL)			
SCALE	1" = 100'	W.D.	
DRAWN	B.C.B.	CHECKED	PASSED
TRACED			
CENTRAL REGION			DWG
TORONTO			JULY 15 1974
			4279 ced

LOT 10
CONCESSION 9

TOWNSHIP OF TORONTO GOZE
(NOW CITY OF BRAMPTON)
COUNTY OF PEEL

ROAD ALLOWANCE BETWEEN E 1/2 OF LOTS 10 AND 11



NOTES
CENTRE LINE OF POLES 5' FROM PROPERTY LINE
POLES TO BE GENERALLY LOCATED 5' FROM STREET LINE
WIDTH TO BE REVERTED FOR ALL DIRECTIONS
THIS IS A CONCEPTUAL DRAWING AND NOT TO BE CONSIDERED
AS A FINAL DESIGN

LEGEND
--- SINGLE PHASE PRIMARY
--- HIGH VOLTAGE SECONDARY BUS OVERHEAD
--- 25' TYPICAL RISE OVERHEAD
▲ TRANSFORMER LOCATION
X ENTRY POINT ALIGNMENT
• POLES

ONTARIO HYDRO		
OVERHEAD DISTRIBUTION SYSTEM FOR CASTLEMOORE ESTATES 28 CUSTOMERS LOT 10 CON 9 HD TWP TORONTO GOZ (NOW CITY OF BRAMPTON)		
PP 999		
SCALE	1" = 100'	# 0
DRAWN BY: [Signature]	CHECKED: [Signature]	PASSED: [Signature]
CENTRAL REGION		DWG
TORONTO, JUNE 12, 1974		4270 GRS

THIS TRANSFER AND GRANT OF EASEMENT dated the

October 2nd day of 19 74

Between City of Brampton

herein called the GRANTOR

— and —

ONTARIO HYDRO

Witnesseth

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- 2 PURSUANT to The Power Corporation Act, R S O 1970, Chapter 354, as amended, Ontario Hydro has erected, or is about to erect, a line for the transmission of electrical energy on this land, or on land adjacent thereto

3 IN CONSIDERATION of the sum of ----- Ten Dollars -----
 ----- \$ 10.00 Dollars
 of lawful money of Canada paid by the Ontario Hydro to the Grantor, the Grantor hereby grants, transfers and conveys in perpetuity to Ontario Hydro, its successors and assigns, the rights and easement

(a) To erect, maintain, operate, repair, replace, reconstruct, and remove on the land described in Schedule "A" herein the said electrical transmission line including ~~XXXXX~~ ~~XXXXXX~~ overhanging Wires, with guys and braces (all or any of which works are herein called the line,

(b) To cut and remove, or to trim and keep trimmed, all trees for a distance of 10 feet on each side of the centre line of the said line, herein called the strip, and subject to payment of additional compensation therefor, to cut and remove all leaning or decayed trees located at a greater distance from the said centre line whose condition renders them liable to fall and come in contact with the line,

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Signed, Sealed and Delivered
in the presence of

Louis E. Archibald

 Signature

Kenneth R. Richardson

 Address

RECEIVED the sum of
from
Ontario Hydro

Dollars in cash
Employee of Ontario Hydro

Signature

SCHEDULE "A"

To Ontario Hydro to install overhead conductors on pole line running parallel to road allowance - said poles are on road allowance. The easement is over approximately 10' of Block "B" fronting on road allowance and shown in green on attached drawing 4270 C.R.O.

BEING a description of the land referred to in the easement herein —

LOT **Block "B"**

~~CONCESSION~~
REGISTERED PLAN **999**

TOWNSHIP **City of Brampton formerly
Township of Toronto Gore**

COUNTY
DISTRICT **Regional Municipality of Peel**