



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 1-77

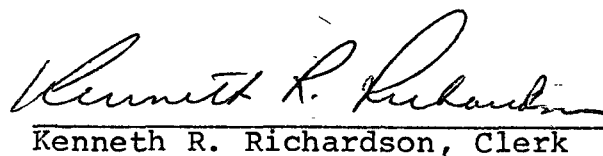
A By-law to authorize the execution of an Agreement between Victoria Wood Development Corporation Inc., and Grandine Holdings Limited, The Corporation of the City of Brampton, The Toronto-Dominion Bank, The Kinross Mortgage Corporation and The Bank of Montreal.

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

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Victoria Wood Development Corporation Inc., and Grandine Holdings Limited, The Corporation of the City of Brampton, The Toronto-Dominion Bank, The Kinross Mortgage Corporation and The Bank of Montreal, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 11th day of January, 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

9th day of December 1976.

B E T W L F N :

VICTORIA WOOD DEVELOPMENT CORPORATION INC.
and
GRANDINE HOLDINGS LIMITED

hereinafter called the "Owner"

OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

- and - THE TORONTO-DOMINION BANK

Hereinafter called the "Mortgagee" of the THIRD PART;

- and - THE KINROSS MORTGAGE CORPORATION

Hereinafter called the "Mortgagee" of the FOURTH PART;

- and - THE BANK OF MONTREAL

Hereinafter called the "Mortgagee" of the FIFTH PART;

WHEREAS the Owner warrants that it is the Owner of the lands shown on a plan annexed hereto as Schedule "A";

AND WHEREAS this agreement is intended to amend a previous agreement entered into between the same parties and dated the 16th day of January 1976;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained, the parties hereto agree each with the other as follows:

1. That the lands shown on Schedule A more particularly described in Schedules "B", "C", "D", "E" and "F" shall only be developed in accordance with an agreement dated the 16th day of January 19 between Victoria Wood Development Corporation Inc. and Grandine Holdings Limited and the Corporation of the City of Brampton as amended by this agreement.

2. The Owner agrees that the lands shown on Schedule "A" shall be developed and the units thereon marketed under four condominium corporations in accordance with the terms of the agreement of 16th January 1976. The Owner also agrees and undertakes to file with the City of Brampton prior to condominium registration the proposed by-laws and declarations for the four condominium corporations which by-laws and declarations shall be consistent with the agreement of 16th of January 1976 as amended by this agreement.

3. The Owner also agrees that the recreation centre indicated on Schedule "F" to this agreement shall be organized with all four condominium corporations having proportional interests therein and with all condominium unit owners within any of the four condominiums having equal rights to use of the recreation centre.

4. The Owner agrees that all private streets shown on the site plan annexed to the agreement dated 16 January, 1976, shall be named with names to be approved by the City and the Regional Municipality of Peel and the Owner agrees to erect street name signs on the roads shown on the site plan annexed to the agreement dated 16 January, 1976 and on the abutting public streets in locations and in accordance with specifications to be approved by the City Engineer.

5. The Owner agrees that all garbage compounds required on the site plan annexed to the agreement dated 16th January 1976 shall be enclosed by a 5'6" cedar wood fence, six inches above grade, in accordance with plans prepared by Alexander Budrevics and Associates, Job No. 76-849, which shall be completed prior to the registration of each condominium corporation. The owner also agrees to advise each purchaser of a condominium unit of the location of all garbage compounds within the respective condominium corporation prior to the completion of the purchase.

6. The Mortgagee of the Third Part joins herein to consent to the terms herein with respect to the lands described in Schedules C & E and covenants and agrees that in the event the lands described in Schedules C & E become vested in the said Mortgagee of the third part

the Mortgagee of the Third Part shall be required to comply with the terms herein to the same extent as if it had joined as an owner.

7. The Mortgagee of the Fourth Part joins herein to consent to the terms herein with respect to the lands described in Schedule "D" and covenants and agrees that in the event the lands described in Schedule "D" become vested in the said Mortgagee of the Fourth Part, the Mortgagee of the Fourth Part shall be required to comply with the terms herein to the same extent as if it had joined as an owner.

8. The Mortgagee of the Fifth Part joins herein to consent to the terms herein with respect to the lands described in Schedule "B" and covenants and agrees that in the event the lands described in Schedule "B" become vested in the said Mortgagee of the Fifth Part, the Mortgagee of the Fifth Part shall be required to comply with the terms herein to the same extent as if it had joined as an owner.

6. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton.

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

VICTORIA WOOD DEVELOPMENT CORPORATION INC.

Per: [Signature]

Per: [Signature]
VICE PRESIDENT (FINANCE)

GRANDINE HOLDINGS LIMITED

Per: [Signature]
PRESIDENT

THE CORPORATION OF THE CITY OF BRAMPTON

Per: James E. Alscholtz

Per: Kenneth R. Richards

THE TORONTO-DOMINION BANK

Per: [Signature]
ASSISTANT GENERAL MANAGER

THE KINROSS MORTGAGE CORPORATION

Per: [Signature]
R. C. Buchan, Vice-President

Per: [Signature]
W. G. Beech, Associate Secretary

THE BANK OF MONTREAL

Per: [Signature]
Vice-President

Per: [Signature]
Assistant Secretary

[Handwritten signatures]

F. D. 2
NO. NA
9256
M.M.
LEBA

Approved for Execution
[Signature]

APPROVED
BY
MANAGER

BANK OF MONTREAL
DOCUMENT
472

SCHEDULE "A"

PLAN 43R-4343

APPROVED

EXAMINER OF SURVEYS

PLAN 43R-4343

RECORDED UNDER N°

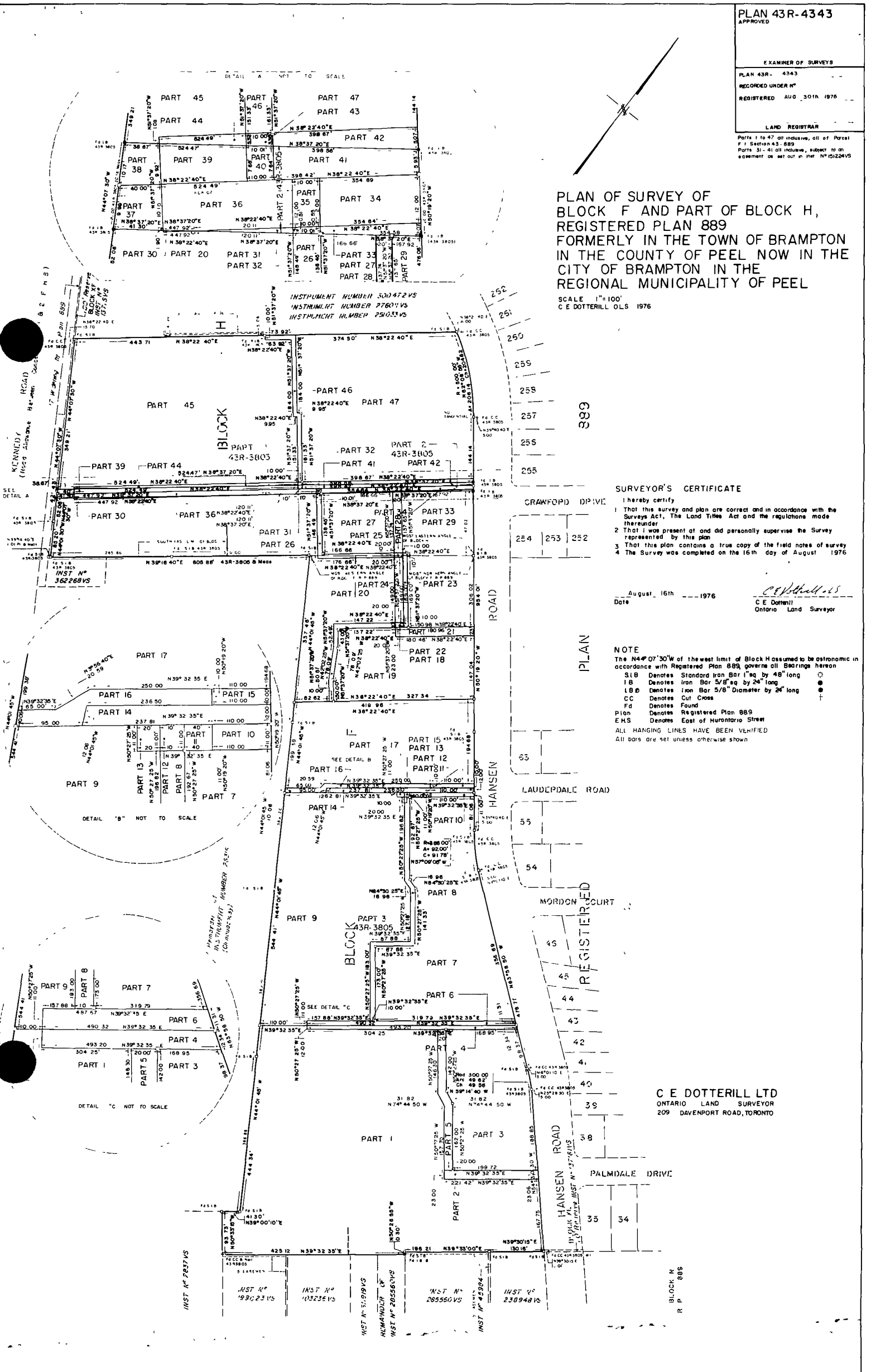
REGISTERED AUG 30TH 1976

LAND REGISTRAR

Parts 1 to 47 all inclusive, all of Parcel P 1 Section 43-889
Parts 31-41 all inclusive, subject to an easement as set out in that N° D2244VS

PLAN OF SURVEY OF
BLOCK F AND PART OF BLOCK H,
REGISTERED PLAN 889
FORMERLY IN THE TOWN OF BRAMPTON
IN THE COUNTY OF PEEL NOW IN THE
CITY OF BRAMPTON IN THE
REGIONAL MUNICIPALITY OF PEEL

SCALE 1"=100'
C E DOTTERILL OLS 1976



SURVEYOR'S CERTIFICATE

I hereby certify
1 That this survey and plan are correct and in accordance with the
Surveyors Act, The Land Titles Act and the regulations made
thereunder
2 That I was present at and did personally supervise the Survey
represented by this plan
3 That this plan contains a true copy of the field notes of survey
4 The Survey was completed on the 16th day of August 1976

August 16th 1976
Date

C E Dotterill OLS
C E Dotterill
Ontario Land Surveyor

NOTE

The N44°07'30"W of the west limit of Block H assumed to be astronomic in
accordance with Registered Plan 889, governs all Bearings hereon
SIB Denotes Standard Iron Bar 1"sq by 48" long
IB Denotes Iron Bar 5/8"sq by 24" long
LBD Denotes Iron Bar 5/8" Diameter by 24" long
CC Denotes Cut Cross
Fd Denotes Found
Plan Denotes Registered Plan 889
EAS Denotes East of Hurontario Street
ALL HANGING LINES HAVE BEEN VERIFIED
All bars are set unless otherwise shown

C E DOTTERILL LTD
ONTARIO LAND SURVEYOR
209 DAVENPORT ROAD, TORONTO

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land lving, being and situate in the City of Brampton, in the Regional Municipality of Peel and being composed of Part of Blocks F ~~and H~~ Plan 889, Brampton and designated as Parts 1, 2, 3, 4 and 5 on Plan 43R-4343

SUBJECT to the right, licence or right in the nature of an easement to enter at all times upon Parts 2, 4 and 5 on Plan 43R-4343 for the purpose of laying down, constructing, repairing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon said lands and to keep and maintain them at all times in good condition in favour of the owners, mortgagees and occupiers of Parts 6 to 13 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to the free and uninterrupted right-of-way for persons and vehicles over Part 4 on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 6 to 13 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

TOGETHER with the right, licence or right in the nature of an easement in common with others entitled thereto to enter at all times upon Part 6 on Plan 43R-4343 for the purpose of laying down, constructing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon the said lands and to keep and maintain them at all times in good condition and repair.

TOGETHER with a free and uninterrupted right-of-way for persons and vehicles in common with others entitled thereto to enter through, along and over Part 6 on Plan 43R-4343

TOGETHER with the free and uninterrupted right-of-way for persons in common with others entitled thereto to enter through, along and over Parts 8, 12, 15, 16, 19, 22, 23, 25, 26, 32, 35, 40, 41, 43 and 46, on Plan 43R-4343,

being all of Parcel F-4, in section 43-889, Land Titles Division of Peel.

SCHEDULE "C"

ALL AND SINGULAR that certain parcel or tract of land lying, being and situate in the City of Brampton, in the Regional Municipality of Peel and being composed of Part of Blocks F and H in Registered Plan 889 Brampton, and designated as Parts 6 to 13 inclusive on Plan 43R-4343.

SUBJECT to the free and uninterrupted right-of-way for persons and vehicles through, along and over Part 10 on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 14 and 17 on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to a free and uninterrupted right-of-way for persons over Parts 8 and 12 on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 1 to 5 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to the free and uninterrupted right-of-way for persons and vehicles through, along and over Part 6 on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 1 to 5 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to the right, licence or right in the nature of an easement to enter at all times upon Part 6 on Plan 43R-4343 for the purposes of laying down, constructing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon said lands and to keep and maintain same at all times in good condition in favour of the owners, mortgagees and occupiers of Parts 1 to 5 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to a right, licence or the right in the nature of an easement to enter at all times upon Parts 10, 11, 12 and 13 on Plan 43R-4343 for the purpose of laying down, constructing, repairing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon said lands and to keep and maintain them in good condition in favour of the owners, mortgagees and occupiers of Parts 14 and 17 on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

TOGETHER with a free and uninterrupted right-of-way for persons and vehicles in common with others entitled thereto to enter through, along and over Part 14 on Plan 43R-4343

TOGETHER with a free and uninterrupted right-of-way for persons and vehicles in common with others entitled thereto to enter through, along and over Part 4 on Plan 43R-4343

TOGETHER with the right, licence or right in the nature of an easement in common with others entitled thereto to enter at all times upon Parts 2, 4 and 5 on Plan 43R-4343 for the purpose of laying down, constructing, using and repairing storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon the said lands and to keep and maintain them at all times in good condition and repair.

TOGETHER with the free and uninterrupted right-of-way for persons in common with others entitled thereto to enter through, along and over Parts 15, 16, 19, 22, 23, 25, 26, 32, 35, 41, 40, 43 and 46 on Plan 43R-4343;

being all of Parcel F-2, in section 43-889, Land Titles Division of Peel.

SCHEDULE "D"

ALL AND SINGULAR that certain parcel or tract of land lying being and situate in the City of Brampton, Regional Municipality of Peel and being composed of Part of Blocks F and H, Registered Plan 889, Brampton and being designated as Parts 18 to 37 inclusive on Plan 43R-4343.

SUBJECT to a right and easement in favour of The Regional Municipality of Peel on, over, under and through Parts 30, 34, 35, 36 and 37 on Plan 43R-4343 for the purposes as set out in Instrument Number 94765

SUBJECT to the free and uninterrupted right-of-way for persons and vehicles through, along and over Parts 30, 34, 35 and 36 on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 38 to 47 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to a right, licence or the right in the nature of an easement to enter at all times upon Parts 21, 22, 24, 25, 28, 30, 33, 34, 35 and 36 on Plan 43R-4343 for the purpose of laying down, constructing, repairing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon said lands and to keep and maintain them in good condition in favour of the owners, mortgagees and occupiers of Parts 38 to 47 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to a free and uninterrupted right-of-way for persons over Parts 19, 22, 23, 25, 26, 32 and 35 on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 1 to 14 inclusive, 17, 38 to 47 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

TOGETHER with the right, licence or the right in the nature of an easement in common with others entitled thereto to enter at all times upon Parts 39 to 44 inclusive on Plan 43R-4343 for the purpose of laying down, constructing, using and repairing storm and/or sanitary sewers, gas and/or water mains, electrical cables and other similar public utility services under and upon the said lands and to keep and repair them at all times in good condition and repair.

TOGETHER with a free and uninterrupted right-of-way for persons in common with others entitled thereto to enter through, along and over Parts 40, 41, 43 and 46 on Plan 43R-4343.

TOGETHER with a free and uninterrupted right-of-way for persons and vehicles in common with others entitled thereto to enter through, along and upon Parts 39 to 44 inclusive on Plan 43R-4343;

being all of Parcel F-7, in section 43-889, Land Titles Division of Peel.

SCHEDULE "E"

ALL AND SINGULAR that certain parcel or tract of land lying, being and situate in the City of Brampton, in the Regional Municipality of Peel and being composed of Part of Blocks F and H Registered Plan 889 and being designated as Parts 38 to 47 inclusive on Plan of Survey of Record 43R-4343,

SUBJECT to a right and easement in favour of The Regional Municipality of Peel on, over, under and through Parts 38 to 44 inclusive on Plan 43R-4343 for the purposes as set out in Instrument Number 94765

SUBJECT to the free and uninterrupted right-of-way for persons and vehicles through, along and over Parts 39 to 44 inclusive on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 18 to 37 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to a free and uninterrupted right-of-way for persons over Parts 40, 41, 43 and 46 on Plan 43R-4343 in favour of the owners, mortgagees and occupiers of Parts 1 to 14 inclusive, 17 to 37 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

SUBJECT to a right, licence or the right in the nature of an easement to enter at all times upon Parts 39 to 44 inclusive on Plan 43R-4343 for the purpose of laying down, constructing, repairing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon said lands and to keep and maintain them at all times in good condition in favour of the owners, mortgagees and occupiers of Parts 18 to 37 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

TOGETHER with a free and uninterrupted right-of-way for persons in common with others entitled thereto to enter through, along and over Parts 19, 22, 23, 25, 26, 32 and 35 on Plan 43R-4343.

TOGETHER with the right, licence and the right in the nature of an easement in common with others entitled thereto to enter at all times upon Parts 21, 22, 24, 25, 28, 30, 33, 34, 35 and 36 on Plan 43R-4343 for the purpose of laying down, constructing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon the said lands and to keep and maintain them at all times in good condition and repair;

TOGETHER with a free and uninterrupted right-of-way for persons and vehicles in common with others entitled thereto to enter through, along and upon Parts 30, 34, 35 and 36 on Plan 43R-4343;

being all of Parcel F-6, in section 43-889, Land Titles Division of Peel.

SCHEDULE "F"

SECONDLY

An undivided 29.48 per cent interest in ALL AND SINGULAR that certain parcel or tract of land lying, being and situate in the City of Brampton, in the Regional Municipality of Peel and being composed of Part of Block F, Registered Plan 889 and being Parts 14 and 17 on Plan 43R-4343

SUBJECT to the free and uninterrupted right-of-way for persons and vehicles through, along and over Part 14 on Plan 43R-4343 in favour of the owners, mortgagees, and occupants of Parts 6 to 13 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupants of the lands herein described.

SUBJECT to a right, licence or the right in the nature of an easement to enter at all times upon Part 14 on Plans 43R-4343 for the purpose of laying down, constructing, repairing and using storm and/or sanitary sewers, water and/or gas mains, electrical cables and other similar public utility services under and upon said lands and to keep and maintain them in good condition in favour of the owners, mortgagees and occupiers of Parts 6 to 13 inclusive on Plan 43R-4343 in common with the owners, mortgagees and occupiers of the lands herein described.

TOGETHER with the right, licence or the right in the nature of an easement in common with others entitled thereto to enter at all times upon Parts 10, 11, 12, 13 and 15 on Plan 43R-4343 for the purpose of laying down, constructing, using and repairing storm and/or sanitary sewers, gas and/or water mains, electrical cables and other similar public utility services under and upon the said lands and to keep and repair them at all times in good condition and repair.

TOGETHER with the free and uninterrupted right-of-way in common with others entitled thereto for persons and vehicles to enter through, along and over Part 10 on Plan 43R-4343

TOGETHER with the free and uninterrupted right-of-way in common with others entitled thereto for vehicles to cross at the driveway location on part 15 on Plan 43R-4343 to enter into part 17 on Plan 43R-4343

TOGETHER with the free and uninterrupted right-of-way in common with others entitled thereto for persons to enter through, along and over Parts 15 and 16 on Plan 43R-4343;

being all of Parcel F-3, in section 43-889, Land Titles Division of Peel;

ED January 11, 19 77



BY-LAW

No. 1-77

A By-law to authorize the execution of an Agreement between Victoria Wood Development Corporation Inc., and Grandine Holdings Limited, The Corporation of the City of Brampton, The Toronto-Dominion Bank, The Kinross Mortgage Corporation and The Bank of Montreal.