



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

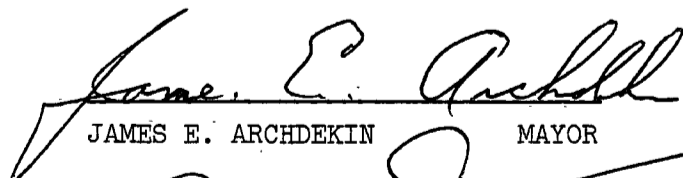
Number 212-81

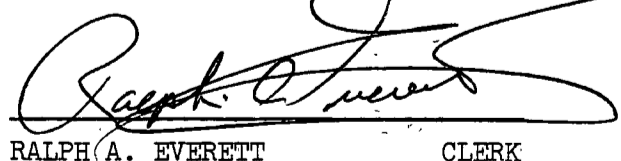
To authorize the execution of a
Mobile Home Agreement between
Karel Vicentinus Kuyvenhoven, The
Corporation of the City of Brampton
and Farm Credit Corporation.

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 mobile home agreement dated
August 28th, 1981 between Karel Vicentinus
Kuyvenhoven, The Corporation of the City of
Brampton and Farm Credit Corporation, and all
other documents approved by the City Solicitor
required to implement the provisions of this
agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 14th day of September, 1981.


JAMES E. ARCHDEKIN MAYOR


RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this
28th day of AUGUST, 1981.

B E T W E E N :

KAREL VICENTINUS KUYVENHOVEN

hereinafter called the "Owner"

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE SECOND PART

A N D

FARM CREDIT CORPORATION

hereinafter called the "Mortgagee"

OF THE THIRD PART

WHEREAS the Owner warrants that it is the Owner of the lands more particularly described in Schedule A annexed hereto (herein called the "lands") and further warrants that the Mortgagees are the only Mortgagees of the lands;

AND WHEREAS the Owner has made application to the City for an amendment to the City's zoning by-law to permit a mobile home to be located on the lands and the City is of the opinion that this use of the lands would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the City approving the location of the mobile home on the lands and rezoning the lands to permit this use, the Owner hereby covenants, promises and agrees with the City as follows:

1. The Owner covenants and agrees that the mobile
Site Plan home shall only be installed in the location shown on
 the site plan attached hereto as Schedule B (herein called
 the "site plan") and the Owner further covenants and
 agrees to provide, install and complete at its own
 expense all of the works and other matters shown on the
 site plan to the satisfaction of the City.

2. This agreement shall be conditional upon the
Rezoning rezoning by-law permitting the land to be used for the
 location of a mobile home coming into force, failing
 which this agreement shall be null and void and not
 binding upon the Owner.

3. The Owner acknowledges that the rezoning by-law
Five Year permitting the mobile home to be located on the lands
Approval shall only be in force for a period of five (5) years
 from the date of its enactment and the Owner covenants
 and agrees with the City to remove the mobile home from
 the lands by no later than the date the rezoning by-law
 ceases to be in force. The Owner further covenants and
 agrees that it will only occupy or permit the mobile
 home to be occupied by those persons providing farm
 labour to the Owner.

4. The Owner shall restrict the means of vehicular
Ingress ingress and egress to the existing access point in the
& Egress southerly portion of the property.

5. The Owner shall, prior to the issuance of the
Landscape building permit, obtain the approval of the Commissioner
Plan of Planning and Development of a landscape plan for the
 lands and upon approval, shall provide and complete in a
 good and workmanlike manner the landscape work shown on
 the approved landscape plan to the satisfaction of the
 City. All landscaping shown on the approved landscape

plan shall be completed within twelve (12) months following the issuance of the building permit for the mobile home.

6.
Fencing

The Owner shall construct or erect fencing as and where required by the Commissioner of Planning and Development and the location and type of fencing shall be shown on the landscape plan required to be approved pursuant to this agreement. All fencing shall be completed within the time set for completion of the landscaping.

7.
Water Supply
and Septic
Tank

The City shall not issue any building permits until provided with confirmation in writing from the Peel Regional Health Unit and the Ministry of the Environment that the Owner has made satisfactory arrangements for the provision to the mobile home of an adequate potable water supply and the installation of a private sewage disposal system.

8.
Hydro
Services

The City shall not issue any building permits until provided with confirmation in writing from the proper authority having jurisdiction over hydro services that satisfactory arrangements have been made for the provision of hydro services to the mobile home.

9.
Security

Prior to the issuance of any building permits the Owner shall deposit as a performance guarantee for the satisfactory completion of all work shown on the approved landscape plan, cash or a letter of credit from a chartered bank in a form satisfactory to the City in the amount of Five Hundred Dollars (\$500.00).

Upon the failure by the Owner to complete part of the work for which the security is deposited when requested by the Commissioner of Planning and Development

and in the time requested, the City Treasurer may at any time authorize the use of all or part of the security to pay the cost of any part of such work the Commissioner of Planning and Development may deem necessary. Upon completion of all the work to the satisfaction of the City, the security shall be released to the Owner. The Owner hereby grants to the City, its servants, agents and contractors the licence to enter upon the lands for the purpose of inspecting any of the work required to be performed pursuant to this agreement and to perform such work as may be required as a result of a default.

10. The lands more particularly described in
Lands Schedule A annexed hereto are the lands affected by
Affected this agreement.

11. The Owner and the Mortgagee consent to the
Cost of registration of this agreement on the title to the
Registration lands and the Owner agrees to pay to the City the cost
of this registration and the cost of registration of
all conveyances of land, grants of easement, and
other documents required by this agreement on the title
to the whole or any part of the lands. Prior to the
issuance of a building permit, the Owner shall deposit
with the City a sum of money estimated by the City
Solicitor to cover the cost of this registration and this
deposit shall be adjusted by additional payments or
refunds based on the actual total cost of registration.

12. The Mortgagees join herein to consent to the
Mortgagees terms herein and covenant and agree that in the event
that the lands become vested in the said Mortgagees or
any of them, they shall be required to comply with the
terms herein to the same extent as if they had joined
as owners.

13. The covenants, agreements, conditions and Successors undertakings herein contained on the part of the Owner and Assigns 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 and/or The Regional Municipality of Peel.

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.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

KAREL VICENTINUS KUYVENHOVEN

Judy Houston

Karel Vicentinus Kuyvenhoven

FARM CREDIT CORPORATION

[Signature]
SECURITIES OFFICER

TITLE

TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archokin
JAMES E. ARCHOKIN MAYOR

Ralph A. Everett
RALPH A. EVERETT CITY CLERK

AUTHORIZATION BY-LAW
NUMBER 212-81
PASSED BY CITY
COUNCIL ON THE 14th
DAY OF September 1981.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **Judy Clouston**
of the **City of Brampton**
in the **Regional Municipality of Peel**

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at **the City of Brampton** by **Karel Vicentinus Kuyvenhoven.**

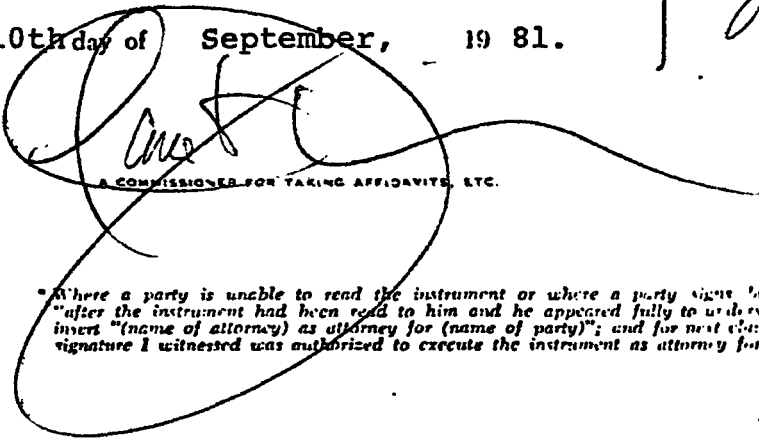
*See footnote

*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 **City of Brampton**
in the **Regional Municipality of Peel**

this 10th day of **September,** 19 **81.**


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)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ **KAREL VICENTINUS KUYVENHOVEN**
of the **City of Brampton**
in the **Regional Municipality of Peel**

* If attorney see footnote

make oath and say: When **I** executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978: -

a) I was a spouse.

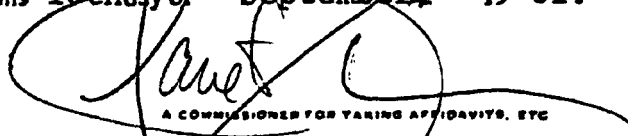
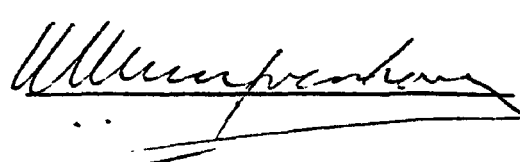
~~b) I was a spouse.~~

c) ~~I was a spouse.~~

**Not a Matrimonial Home, etc. see footnote.

Resident of Canada, etc.

~~(SEVERAL)~~ SWORN before me at the **City**
of **Brampton**, in the **Regional Municipality of Peel**
this 10th day of **September,** 19 **81.**


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) of (marital status) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being formerly in the Township of Chinguacousy, County of Peel, now in the City of Brampton, in the Regional Municipality of Peel, and Province of Ontario, and being composed of part of the east half of Lot 6, in Concession 6, West of Hurontario Street in the said City, containing by admeasurement 4.340 acres, be the same more or less, the boundaries of the said parcel of land are more particularly described as follows:

PREMISING that the north-west limit of the road allowance between Lots 5 and 6, Concession 6, West of Hurontario Street as widened by Reference Plan 43R-375, has a bearing of north 38 degrees, 43 minutes, 30 seconds East astronomic and relating all bearings herein thereto:

COMMENCING at a point in the north-east limit of Registered Plan 310 and which said point of commencement is more particularly located as follows:

BEGINNING at the east angle of the east half of Lot 6, West of Hurontario Street:

THENCE South 38 degrees, 43 minutes, 30 seconds West along the original limit of the road allowance between Lots 5 and 6, Concession 6, West of Hurontario Street, being also the most south-westerly limit of the east half of Lot 6, Con. 6, West of Hurontario Street, a distance of 1224.00 feet more or less to a point therein:

THENCE North 60 degrees, 13 minutes, 00 seconds West, along the aforesaid north-east limit of Registered Plan 310, a distance of 92.37 feet more or less to an angle therein:

THENCE North 52 degrees, 29 minutes, 05 seconds West, continuing along the said north-east limit of Registered Plan 310, a distance of 361.86 feet more or less to the aforesaid point of commencement of the herein described parcel of land:

THENCE North 87 degrees, 20 minutes, 15 seconds West, continuing along the said north-east limit of said Registered Plan 310, a distance of 50.18 feet more or less to an angle therein:

THENCE North 43 degrees, 52 minutes, 05 seconds West, continuing along the said north-east limit of Registered Plan 310, a distance of 588.5 feet more or less to an angle therein:

THENCE North 38 degrees, 42 minutes, 30 seconds East, along the south-east limit of said Registered Plan 310, a distance of 318.90 feet more or less to a point therein:

THENCE South 44 degrees, 43 minutes, 30 seconds East, a distance of 566.07 feet more or less to a point:

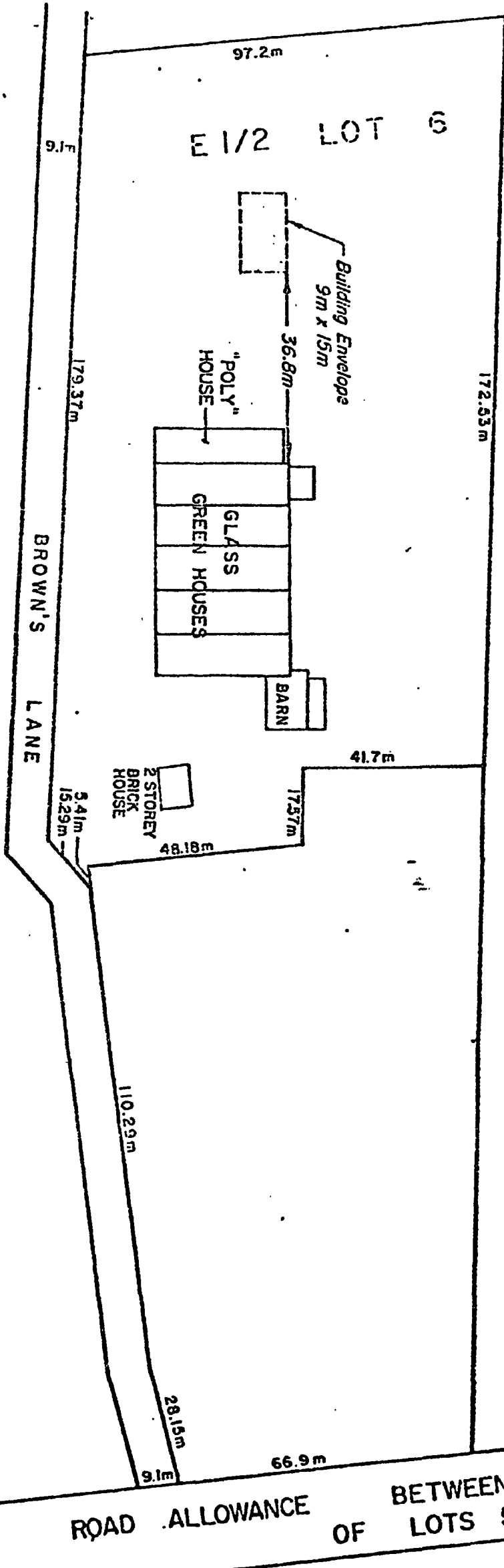
THENCE South 44 degrees, 16 minutes, 20 seconds West, a distance of 136.96 feet more or less to a point:

THENCE South 44 degrees, 43 minutes, 30 seconds East, a distance of 57.66 feet more or less to a point:

THENCE South 38 degrees, 43 minutes, 30 seconds West, a distance of 158.10 feet more or less to a point:

THENCE South 52 degrees, 29 minutes, 05 seconds East, a distance of 17.77 feet more or less to the point of commencement.

E 1/2 LOT 6



ROAD ALLOWANCE BETWEEN EAST 1/2 OF LOTS 5 & 6

FIFTH LINE WEST



CITY OF BRAMPTON
Planning and Development

Date: 810723 Drawn by: RS
File no. C6WS.1 Map no. 37-8E

1:1200

DATED: August 28, 1981

KAREL VICENTINUS KUYVENHOVEN

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

FARM CREDIT CORPORATION

A G R E E M E N T

CITY OF BRAMPTON,
LAW DEPARTMENT,
150 CENTRAL PARK DRIVE,
BRAMPTON, ONTARIO.
L6T 2T9



BY-LAW

No. 212-81

To authorize the execution of a Mobile
Home Agreement between Karel Vicentinus
Kuyvenhoven, The Corporation of the City of Brampton
and Farm Credit Corporation.