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TOWN OF VAUGHAN
BUILDING DEPT.

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MEMORANDUM

TO: John Sutton, Fire Department
John Stevens, Director of Planning Attn: K. Twidale
Ron Williams, Director of Building Standards Attn: A. Weir

FROM: Debbie Orzoli, Administrative Assistant

DATE: February 7, 1990

RE: Condominium Agreement between the Town
and 864022 Ontario Limited

File: 19CPM-89006

Attached is an executed copy of the above-noted agreement. The
agreement was registered as LT 650517 on
Feb. 7/90.

Debbie Orzoli,
Administrative Assistant
Clerk's Department
Attach.

ATTACHMENT 3

1989;

AND WHEREAS this Agreement is being executed pursuant
to conditions imposed by the Regional Municipality of York in
its approval granted on September 28, 1989;

AND WHEREAS this Agreement is entered into pursuant to Section 40 of the Planning Act, 1983.

NOW THEREFORE, in consideration of the premises, the Owner and Vaughan hereby mutually covenant and agree as follows:

1. The lands subject to this Agreement, hereinafter referred to as "the lands", are situate in the Town of Vaughan in The Regional Municipality of York, being the whole of Lots 64 and 65 on Registrar's Compiled Plan 9834 save and except Part 6, Plan 64R-3520.

2. The "First Agreement" made between BARE INVESTMENTS and the Town shall be null and void and of no effect.

3. The Owners shall develop the lands in accordance with Schedules "A" to "H" inclusive, attached hereto, and shall not use any area of the lands for any purpose other than the use designated on the said Schedules.

4. All building elevations shall be completed and maintained in accordance with Schedules "G" and "H", attached hereto.

5. All landscaping shall be completed in accordance with Schedules "A", "C"^{"C1"} and "D" attached hereto, and shall be maintained in a satisfactory condition. Any unsatisfactory landscape components shall be replaced as soon as possible.

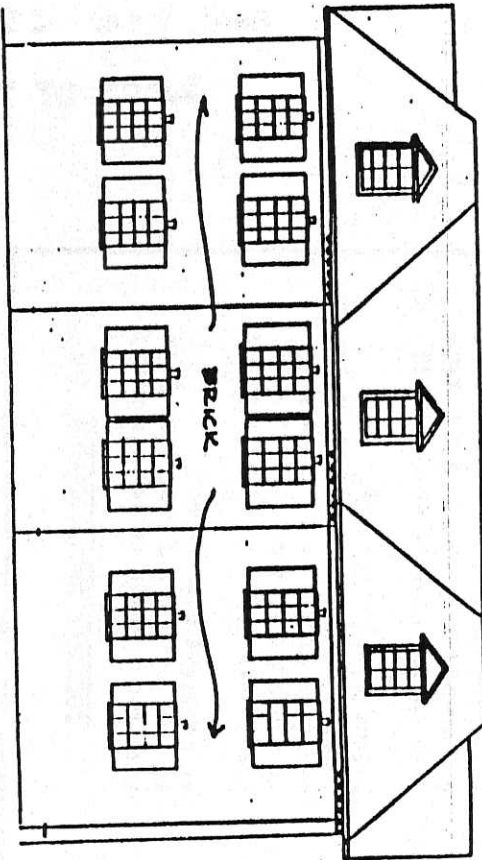
6. Signs shall be erected to the satisfaction of the Vaughan Fire Chief and in accordance with Schedule "I", attached hereto, on all fire routes shown on the said Schedules "A" and "B".

7. No use of any building shall commence until the grading, sodding, landscaping, fencing, parking, and curbing shown on Schedules "A" to "F" inclusive, are completed, provided that if weather is adverse or supplies short, Vaughan may waive this provision with regard to sodding and landscaping.

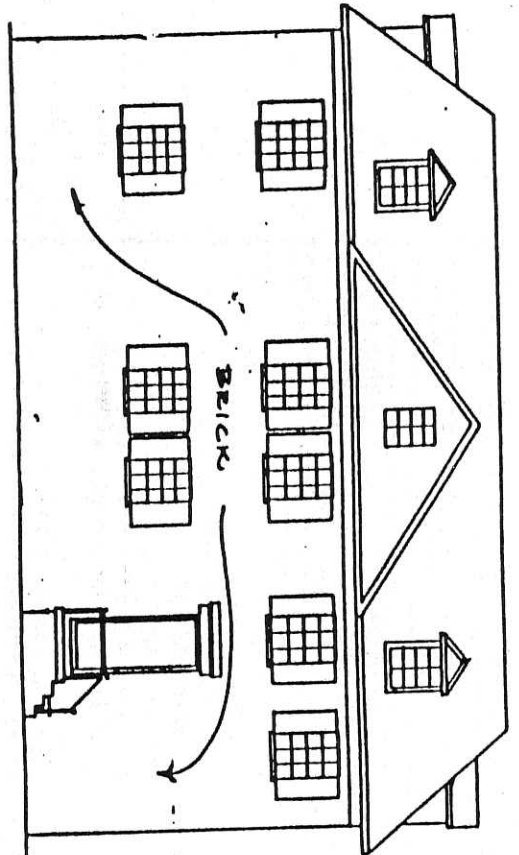
8. In the event that any tree identified to be preserved does not survive a period of one (1) year after execution of this Agreement, the Owners shall replace that tree or trees

SCHEDULE "H" TO AGREEMENT

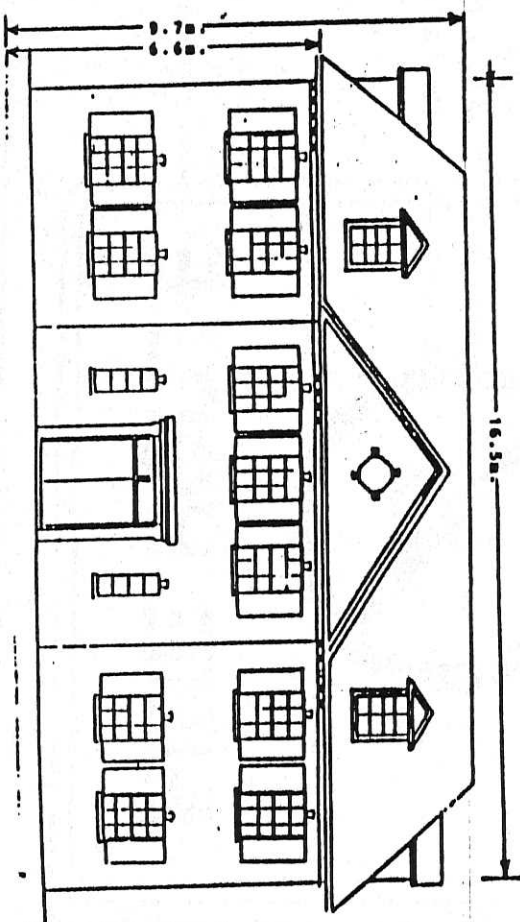
LOCATION: PART OF LOT 30 ,
CONCESSION I



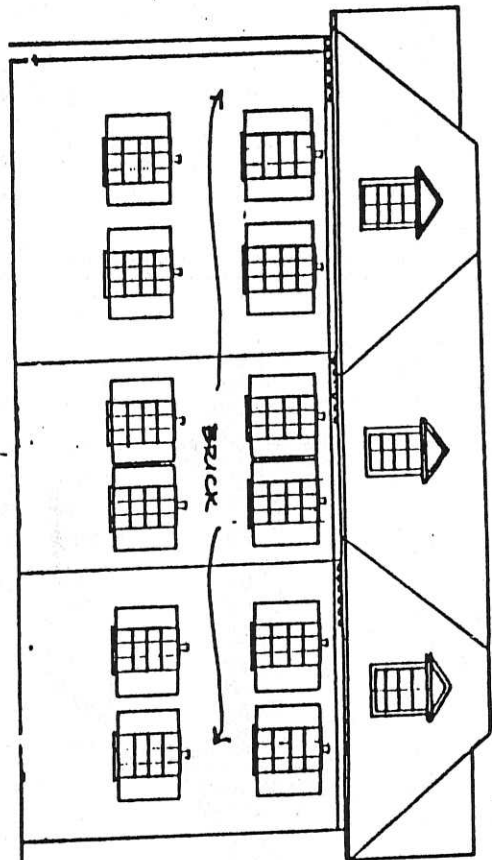
South Elevation



West (rear) Elevation



EAST ELEVATION



North Elevation