

PEEL CONDOMINIUM CORPORATION NO. 526

Bylaw No. 7


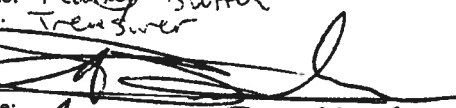
BE IT ENACTED as By-law No. 7 of Peel Condominium Corporation No. 526 (hereinafter referred to as "the Corporation" or "this Corporation") as follows:

1. That the Corporation convey an Easement substantially in the form attached hereto as a Schedule "A" in favour of the lands described as Part Lot 4, Plan 363, being Part 1, Plan 43R-21655, being PIN 13126-0194 (LT). The transfer of Easement is to be provided for the purposes of matters therein set forth.
2. Any Director of the Corporation be and they are hereby authorized to execute on behalf of the Corporation the Transfer of Easement, together with all other documents or instruments which are ancillary to the Transfer of Easement including without limitation all instruments or affidavits which may be required in order to register the said agreement on title to the Corporation's property and all instrument etc. registered from time to time in order to give effect to the provisions of the Transfer of Easement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Transfer of Easement including without limitation, all covenants and agreements made by or on behalf of the Corporation are hereby authorized, ratified and sanctioned and confirmed.

Peel Condominium Corporation No. 526 hereby enacts the foregoing by-law having been approved, passed by the directors of the Corporation and confirmed without variation by the requisite majority of unit owners at a meeting duly called for that purpose. Notice of this Transfer of Easement has been provided to the unit owners of Peel Condominium Corporation No. 526 in accordance with the Act.

Dated at the City of Mississauga this 16 day of ^{June}~~April~~, 2010.

PEEL CONDOMINIUM CORPORATION NO. 526

Per: 
Name: Kathy Switzer
Title: Treasurer
Per: 
Name: ALAN BENAKOUN
Title: PRESIDENT

We have authority to bind the Corporation

SCHEDULE

The Transferor hereby transfers to the Transferee, the right, interest and easement in, on, over, under and through part of the common elements comprising Peel Condominium Plan No. 526 (being PINS 19526-0001 through 19550-0072) designated as Parts 2 and 3, Plan 43R-21655 and being (the "Servient Lands), in favour of the lands of the Transferee described as Part Lot 4, Plan 363, being Part 1, Plan 43R-21655, being PIN 13126-0194 (LT) (the "Dominant Lands") for the following purposes, namely:

(a) to operate, maintain, inspect, alter, remove, replace, reconstruct and repair watermains, storm and sanitary sewers, drains, lines, cables, pipes and all appurtenances thereto for the provision of services to the Dominant Lands, including, but not limited to the supply of water, sanitary drainage, hydro, gas, cable, television, telephone and other services for the operation of the Dominant Lands (the 'Services');

And for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Dominant Lands shall have access to the Servient Lands at all times by its or their servants, agents, contractors and its or their vehicles, supplies and equipment as appurtenant to the Dominant Lands.

The Transferor, and its successors and assigns, covenants with the Transferee and its successors and assigns, to remove from and keep the said lands free and clear of any trees, buildings, structures or obstructions and not to do or suffer to be done any other thing which might injure or damage the Services.

The Transferee and its successors and assigns shall be responsible for any damage caused to the Servient Lands by it or any person for whom it is responsible at law in the course of exercising the rights and easement hereby granted and shall as far as possible restore the said lands to the same condition as prior to the commencement of any installation of services or of any subsequent repairs and replacement thereto. Upon registration of a Condominium Declaration on the Dominant Lands, the Transferee herein shall be automatically released from any of its covenants and obligations herein and all such covenants and agreements shall be binding solely upon the Condominium Corporation.

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