



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 79-83

To authorize the execution of an agreement between Heart Lake Developments Company Limited, First City Developments Corp. Ltd., The Regional Municipality of Peel, The Toronto-Dominion Bank, The Bank of Nova Scotia, and The Corporation of the City of Brampton

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated March 21, 1983 between Heart Lake Developments Company Limited, First City Developments Corp. Ltd., The Regional Municipality of Peel, The Toronto-Dominion Bank, The Bank of Nova Scotia, and The Corporation of the City of Brampton, 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 21st day of March , 1983.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this
 21st day of MARCH, 1983.

B E T W E E N:

HEART LAKE DEVELOPMENTS COMPANY LIMITED
 and FIRST CITY DEVELOPMENT CORP. LTD.

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

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the "Region"

OF THE THIRD PART

A N D

THE TORONTO-DOMINION BANK and
THE BANK OF NOVA SCOTIA

hereinafter called the "Mortgagees"

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the Owner of the land described in Schedule A (hereinafter referred to as the "lands") and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner desires to subdivide the lands in accordance with the proposed plan of subdivision as draft approved shown as Schedule B attached hereto (hereinafter referred to as the "plan");

SEPTEMBER/82

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AND WHEREAS the lands are included in Registered Plan M-106 which is being developed in accordance with the provisions of a subdivision agreement dated the 15th day of October, 1973 between Consolidated Building Corporation Limited, Heart Lake Developments Company Limited, The Corporation of the Township of Chinguacousy, Bramalea Consolidated Developments Limited and Agrob Investments Limited, as amended by a further agreement between Consolidated Building Corporation Limited, Heart Lake Developments Limited, The Corporation of the City of Brampton, The Regional Municipality of Peel Bramalea Consolidated Developments Limited and Agrob Investments Limited dated the 12th day of May, 1975 (both of which are hereinafter referred to as the "subdivision agreements");

AND WHEREAS the City agrees that it will recommend to the proper authority the release of the plan of subdivision herein for registration subject to the terms and conditions of this agreement and the conditions of draft plan approval.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City approving and recommending to the appropriate authorities the approval of the plan for registration, the parties hereto agree with each other as follows:

1.
Works

1.1 For the purposes of this agreement, the works shall mean all servicing and landscaping required to be done by the Owner under the terms of the subdivision agreements and of this agreement, and without limiting the generality of the foregoing, the works shall include sanitary sewers and connections, storm sewers and connections, watermains and water service connections, roadways, structures, required fencing, sidewalks, parkland grading, boulevard grading, sodding, tree planting, landscaping, walkways, street lighting, and all other works required to be done by the Owner in accordance with this agreement. All of the works as described hereinafter are to be completed to the satisfaction of the Commissioner of Public Works and/or the Commissioner of Parks and Recreation and/or the Commissioner of Planning and Development, as the case may be within twelve (12) months after the issuance of the first occupancy permit unless specified otherwise in this agreement.

1.2 The Owner shall design, construct and install, at its own expense, and in a good and workmanlike manner, all works required by the subdivision agreements and this agreement and shall complete, perform or make payment for all such works and matters as are provided by the subdivision agreements and this agreement within such time limits as are specified in the subdivision agreements or this agreement.

Notwithstanding anything contained in the subdivision agreements and this agreement, the plan shall not be released by the City for final registration until such time as all of the detailed plans and specifications for all of the works required by the subdivision agreements and this agreement are fully approved by the City and the Region.

2.
Previous
Agreements

All of the provisions of the subdivision agreements, including without limiting the generality of the foregoing, the provisions for the payment of capital cost contributions, levies, and administration fees, maintenance periods for the works and the provision of security as a performance guarantee for construction of the works shall remain in full force and effect and shall apply to the development of the lands in accordance with the plan and shall govern the administration of this agreement, except insofar as they are specifically amended by this agreement or where they are inconsistent with this agreement, in which case this agreement shall prevail.

3.
Convey-
ances

3.1 At no cost to the City or the Region, the Owner shall grant unto the City and the Region, free of encumbrances, the lands, easements and 0.3 metre (1 foot) reserves as required in Schedule C for municipal purposes. The Owner shall also grant gratuitously such other easements as may be required for municipal and Regional services and for other necessary services, private utilities or for the construction of electrical power lines and/or telephone systems to service the lands. The executed deeds for all easements and lands to be conveyed to the City and the Region shall be lodged with the City before the registration of the plan or any part thereof.

Solicitor's
Certificate

3.2 The Owner shall provide the City with a solicitor's certificate within thirty (30) days of the registration of the subdivision plan, and prior to applying for any building permits, certifying that the lands to be or already conveyed to the City pursuant to this agreement are free from encumbrance, and that the Grantor, or the City, as the case may be, is or will be the registered owner thereof.

4. The Owner shall locate the driveway access to Lot 3 on the northerly half of the Lot.

5. Existing Buildings The Owner shall remove all existing buildings from the lands at such time or times as may be required by the City Commissioner of Public Works.

6. Official Plan amendment and Zoning By-law Amendment The Owner shall support an Official Plan amendment and zoning amendment which will designate and zone the lands for an appropriate class of residential uses with appropriate regulations, all satisfactory to the City.

7. Architectural Control Committee 7.1 The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- 7.1.1 one member to be appointed by the Owner;
- 7.1.2 one member to be appointed by the City Council;
- 7.1.3 one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee, one of whom shall be the member appointed by the City Council.

7.2 The Owner shall, prior to Architectural Control Committee approval and the issuance of building permits, obtain approval by the Commissioner of Planning and Development for the features to be included in the design of the buildings to efficiently preserve energy and minimize heat loss for dwellings within the plan. These features shall include the follows:

layout of rooms, location and area of windows, roof overhangs, airlock entrances, together with thermal mass of buildings and building shape.

These features, when approved, shall constitute guidelines for the Architectural Control Committee in reviewing and approving the architectural aspects of all dwellings within the plan.

7.3 The Owner shall not presell any dwelling unit in the plan until such time as the approval of the Architectural Control Committee has been obtained for that dwelling unit or unless the agreement of purchase and sale is made conditional upon the approval of the Architectural Control Committee being obtained for the architectural aspects of that dwelling unit.

8. Lots 1, 4 and 5 The Owner shall, prior to the issuance of a building permit for dwellings to be located on Lots 1, 4 and 5, prepare and have approved by the City, a siting plan for the dwellings to be located on Lots 1, 4 and 5, and the landscaping/fencing plan for Lots 1, 4 and 5, and once approved the Owner shall site these dwellings and landscape and fence these Lots in accordance with the approved plans.

9. After the executed deeds for all lands and Blocks E & G easements to be conveyed to the City have been lodged with the City as required by paragraph 3 hereof, the City shall convey to the Owner free of all encumbrances, Blocks E and G, Registered Plan M-106, both of which are to be included in the plan. The Owner agrees to reconvey these Blocks to the City in the event the Owner does not register the plan within ninety (90) days from the date of the conveyance from the City to the Owner.

10. The Owner shall include the following clause
Noise in all agreements of purchase and sale for Lots 3, 4, and 5, all inclusive, as shown on the plan:

"Due to increasing road traffic volumes in this area, noise levels on the property may become of concern, occasionally interferring with some activities of dwelling occupants."

11. The Owner shall pay to the City, prior to
Cash-in- registration of the plan, the sum of Five Thousand,
Lieu of Four Hundred Dollars (\$5,400.00) which represents a
Parkland payment of money in lieu of the conveyance of land
for park purposes.

12. The Owner shall landscape Block X. Final
Block X details of this landscaping shall be shown on the
landscape plan required to be approved pursuant to
this agreement.

13. Regional Levies

13.1 Notwithstanding the provisions of the subdivision agreement, the Owner covenants and agrees to pay to the Region, the levies set forth in Schedule D attached hereto, in the manner and at the times set forth in Schedule D and the Owner further agrees that the policies set forth in Schedule C shall be binding upon the Owner and the Owner further agrees to comply with all the provisions of it.

13.2 The Peel lot levy policy may be changed from time to time by resolutions of the Council of the Region and any agreement entered into by the Region with respect to a subdivision or rezoning shall include a clause to bring into effect subsequent changes in the Peel Lot Levy policy provided that no such change shall take effect earlier than two (2) full years after the date upon which the relevant area municipal Council passed a by-law authorizing the execution of that agreement.

14. Cost of Registration

The Owner and the Mortgagees consent to the registration of this agreement on the title to the lands and the Owner agrees to pay to the City, the cost of this registration and the cost of the registration of all conveyances of land, grants of easement or other documents required by this agreement on the title to the whole or any part of the lands shown on the plan. Prior to the registration of the plan, the Owner shall deposit with the City a sum of money as 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.

15. Mortgagees

15.1 The Mortgagees hereby covenant with the City and the Region that in the event of having obtained or having transferred to the said Mortgagees the equity of redemption in the lands or title to the lands, then,

15.1.1 if any Mortgagee retains all or part of the lands and develops the lands as an owner, either along or in combination with another person, the Mortgagee so developing the lands will be subject to the terms of this agreement in the same manner as if that Mortgagee had executed this agreement in the capacity of owner, and

15.1.2 in the event of a sale or the conveyance of the Mortgagee's entire freehold interest in the lands to a person who intends to develop the lands as an owner, the Mortgagee shall require as a condition precedent to the closing of any such sale or conveyance, that the new owner (the purchaser) will have covenanted with the City and the Region to perform and undertake all of the terms of this agreement in the same manner as if the purchaser had executed this agreement in the capacity of owner.

15.2 The parties hereto further covenant and agree that nothing contained in this agreement shall require the Mortgagees or their successors and assigns to proceed with the development of the land and whether they do or not, the City and the Region may retain and call upon all securities and insurance, if any, required to be furnished herein by the Owner to be used in accordance with the terms of this agreement.

16.

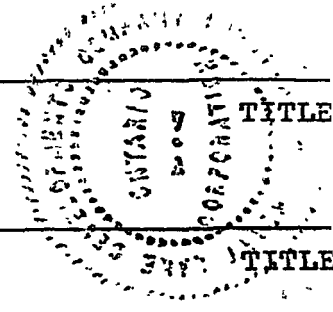
Successors
& Assigns

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 and/or the Region 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.

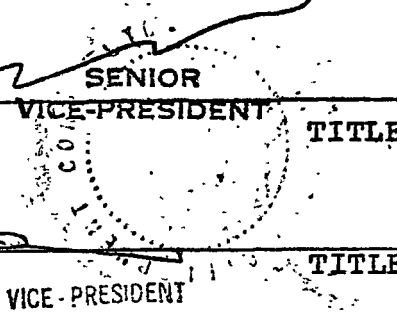
HEART LAKE DEVELOPMENTS COMPANY LIMITED

[Signature] TITLE
[Signature] TITLE



FIRST CITY DEVELOPMENT CORP. LTD.

[Signature] SENIOR VICE-PRESIDENT TITLE
[Signature] VICE-PRESIDENT TITLE



THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
KENNETH G. WHILLANS MAYOR
[Signature]
RALPH A. EVERETT CITY CLERK

AUTHORIZATION BY-LAW
NUMBER 79-83
PASSED BY CITY
COUNCIL ON THE 21ST
DAY OF MARCH 19 83

THE REGIONAL MUNICIPALITY OF PEEL

[Signature]
R. FRANK BEAN REGIONAL CHAIRMAN
[Signature]
LARRY E. BUTTON REGIONAL CLERK

THE TORONTO-DOMINION BANK

[Signature] TITLE
GENERAL MANAGER
[Signature] TITLE

APPROVED
T. D. B.
[Signature]
GENERAL

[Signature]

THE BANK OF NOVA SCOTIA

Doc. No. 682183
Approved for
Execution

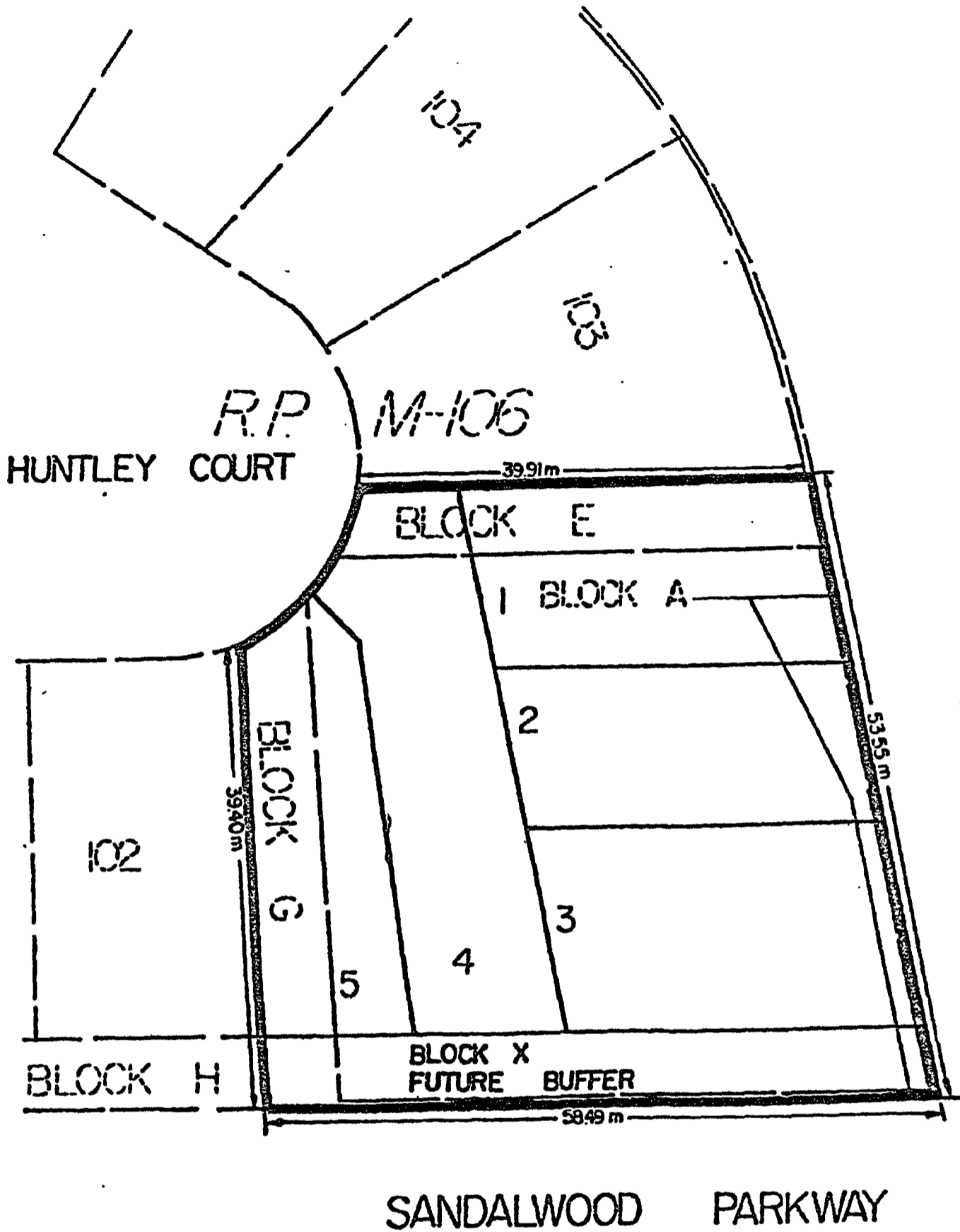
[Signature]
GENERAL MANAGER TII

[Signature]
ASSISTANT SECRETARY TII



LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel, being the whole of Block , according to a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as number 43M- , designated as Part on a reference plan in the said Land Registry Office as number 43R- .



 Limit of lands affected

Handwritten signatures

SCHEDULE B



1:480

CITY OF BRAMPTON
Planning and Development

Date: 83 01 25
File no.

Drawn by: RB
Map no. 25-22E

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1.

Buffer

Block

-Block X

Buffer Block - Block X as shown on the plan.

2.

0.3 Metre

(1 foot)

Reserve

0.3 Metre (1 foot) Reserve - across the southerly half of the frontage of Lot 3 as shown on the plan.



MB
HJ

PEEL LOT LEVIES

1. Peel lot levies are as follows:

		Base Contribution
		<u>January 1, 1974</u>
1.1	Apartments less than 750 square feet.	\$ 600.00 per unit
1.2	Apartments and townhouses having 750 to 1,050 square feet.	900.00 per unit
1.3	single family, semi-detached and all other apartments and townhouses and other forms of low-rise multiple residential units.	1,300.00 per unit

2. Peel lot levies shall be adjusted twice yearly as of February 1st and August 1st of each year in direct relationship to the Composite Component of the Southam Construction Index (Ontario Series); such adjustment to be based on the Index last available prior to February 1st and August 1st, respectively, of each year. (The Southam Construction Index, Ontario Series (Composite Section) Base at January 1st, 1974 is taken as 137.9.)

Peel lot levies shall be calculated and payable at the time of building permit issue on each dwelling unit and the area Municipalities are authorized to collect these levies on behalf of the Region.

[Handwritten signatures]

DATED: _____

HEART LAKE DEVELOPMENTS COMPANY
LIMITED and FIRST CITY DEVELOPMENT
CORP. LTD.

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY
OF PEEL

AND

THE TORONTO-DOMINION BANK
and THE BANK OF NOVA SCOTIA

A G R E E M E N T

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