



THE CORPORATION OF THE CITY OF BRAMPTON

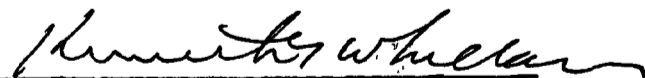
BY-LAW


Number 105-83
To authorize the execution of an
agreement between Heart Lake
Developments Company Limited,
First City Development 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 April 11th, 1983 between Heart Lake Developments Company Limited, First City Development Corp. Ltd., The Regional Municipality of Peel, The Toronto-Dominion Bank, The Bank of Nova Scotia and the Corporation of 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 11th day of April, 1983.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

MEMORANDUM OF AGREEMENT made in duplicate this
day of *8 April*, 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");

AND WHEREAS the lands are included in Registered Plan M-113 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.

Noise Re-
quirements
Lots 12
to 16

4.1 The Owner shall include the following clause in all agreements of purchase and sale for Lots 12 to 16, both inclusive, as shown on the plan:

"Due to increasing traffic volumes in this area, noise levels may become of concern, occasionally interfering with some activities of the dwelling occupants, provision has been made to the heating system to permit the installation of an air conditioning system should the owner find it necessary in order to achieve an acceptable indoor living environment. NOTE: if air cooled condensor units are used, they must be located in a noise insensitive area."

4.2 The Owner shall design and install the heating systems for the dwellings to be constructed on Lots 12 to 16, both inclusive, in such a manner that a central air conditioning system may be readily attached thereto in the future.

4.3 The Owner shall display at all times in all principal sales offices of the Owner or any building used for the sale of lots or dwelling units within the plan and in all model homes constructed within the plan in a conspicuous display area open to prospective purchasers, a map approved by the Commissioner of Planning and Development showing in colour Lots 12 to 16, both inclusive, that are expected to have noise problems.

The Owner shall:

5.
Drainage
Report

5.1 prior to final registration of the plan prepare and have approved by the City and the Metropolitan Toronto and Region Conservation Authority a detailed engineering and drainage report, including overall grading plans, for the lands which will describe the storm water management techniques which may be required to minimize the amount of storm water draining from the lands and will show the

proposed method for controlling or minimizing erosion and siltation on site and/or in downstream areas during and after construction.

5.2 carry out or cause to be carried out the works recommended and approved in the foregoing report and shown on the approved overall grading plans.

5.3 prior to the initiation of any grading or construction on the lands, to erect a temporary snow fence or other suitable barrier along the treeline on Lots 48 to 61, both inclusive. This barrier shall remain in place until all grading and construction on the lands are completed.

5.4 submit individual lot, site and grading plans to the City and the Metropolitan Toronto and Region Conservation Authority for their review and approval for Lots 44 to 61, both inclusive. These plans shall be submitted and approved prior to the issuance of building permits for the individual lots. Once approved, the dwelling units shall be erected on the lots in accordance with the approved site plan and the lots shall be graded in accordance with the approved grading plan.

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

7. After the Minister of Municipal Affairs and Housing has approved City By-law 12-83 and after the executed deeds for all lands and easements to be conveyed to the City have been lodged with the City as required by paragraph 3 of this agreement, the City

Conveyance
of Lands

shall convey to the Owner, free of all encumbrances, the following lands:

7.1 those parts of Regentview Drive and Monte Vista Trail and all of Wishart Place as shown on Plan M-113 and stopped up and closed by By-law 12-83 (Parts 2, 3 and 4 on Plan 43R-10396).

7.2 the whole of Blocks A, B and D shown on Plan M-113 which lie within the plan.

7.3 part of Block J on Plan M-113 described as Part 1 on Plan 43R-10396.

The Owner agrees to reconvey these lands to the City in the event the Owner has not registered the plan within ninety (90) days from date of conveyance from the City to the Owner of the above lands.

8.1 The Owner shall comply with all of the provisions of the Construction Lien Act, 1983, as amended from time to time (herein called the "Act") and without limiting the generality of the foregoing, shall hold in its possession all the statutory holdbacks and any additional funds required to be held by the Act. These holdbacks and funds shall not be disbursed except in accordance with the Act.

8.2 The Owner shall, at its own expense, within ten (10) days of receiving written notice from the City and/or the Region to do so, pay, discharge, vacate, and obtain and register a release of, all charges, claims, liens, and all preserved or perfected liens, made, brought, or registered pursuant to the Act which affect any lands owned by the City, including public highways, and which arise out of the performance of this agreement by the Owner and its servants, employees, agents and contractors.

8.3 The Owner shall indemnify and hold harmless the City and/or the Region from all losses, damages, expenses, actions, causes of action, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any failure, neglect or refusal by the Owner to comply with the Act or by reason of any action brought against the City and/or the the Region pursuant to the Act and arising out of performance of this agreement by the Owner and its servants, employees, agents and contractors.

8.4 The City Treasurer may, at any time, authorize the use of all or part of the cash deposit, letter of credit or other negotiable security referred to in paragraph 36 of this agreement:

8.4.1 to pay, discharge, vacate, and obtain and register a release of all charges, claims, liens, and all preserved or perfected liens, made, brought or registered pursuant to the Act which affect any lands owned by the City, including public highways, in the event the Owner defaults on the performance of paragraph 45.2 of this agreement; and

8.4.2 to pay to the City and/or the Region any amounts owing to them pursuant to paragraph 45.3 of this agreement.

8.5 The Owner acknowledges that the City shall not be required to reduce or release the cash deposit, letter of credit or other negotiable security in accordance with clause 36 of this agreement until the City is satisfied that all of the provisions of paragraphs 45.1, 45.2 and 45.3, together with all other applicable provisions of this agreement, have been complied with.

9.
Cost of
Regis-
tration

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.

10.
Architect-
tural
Control
Committee

10.1 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:

10.1.1 one member to be appointed by the Owner;

10.1.2 one member to be appointed by the City Council;

10.1.3 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.

11.

Fencing

The Owner shall erect 1.2 metre black vinyl chain link fence along the rear lot lines of Lots 19 to 38, both inclusive and Lots 41 to 43, both inclusive. The exact locations and specifications for this fencing shall be shown on the landscape plan required to be approved for this subdivision.

12.

Landscaping
Lots 43
and 44

The Owner shall provide a landscaping buffer and/or screen fencing on the south flankage of Lot 43 and on the north flankage of Lot 44 for the purpose of minimizing glare from headlights on vehicles travelling either north or south on Regentview Drive.

13.

Mortgagees

13.1 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,

13.1.1 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

13.1.2 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.

13.2 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.

14. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner
Successors & 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 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

[Handwritten signature]

TITLE

[Handwritten signature]

TITLE

FIRST CITY DEVELOPMENT CORP. LTD.

[Handwritten signature]

ASSISTANT SECRETARY

TITLE

[Handwritten signature]

VICE-PRESIDENT TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

Kenneth G. Whillans
KENNETH G. WHILLANS MAYOR

Ralph A. Everett
RAPH A. EVERETT CITY CLERK
APR 2 1983

THE REGIONAL MUNICIPALITY OF PEEL

R. FRANK BEAN REGIONAL CHAIRMAN

LARRY E. BUTTON REGIONAL CLERK

THE TORONTO-DOMINION BANK

APPROVED
E. D. B.
[Signature]
LEGAL

[Signature]
GENERAL MANAGER TITLE

TITLE

THE BANK OF NOVA SCOTIA

[Signature]
GENERAL MANAGER TITLE

[Signature]
ASSISTANT SECRETARY TITLE

AUTHORIZATION BY-LAW
NUMBER 105-83
PASSED BY CITY
COUNCIL ON THE 11th
DAY OF APRIL 19 83.

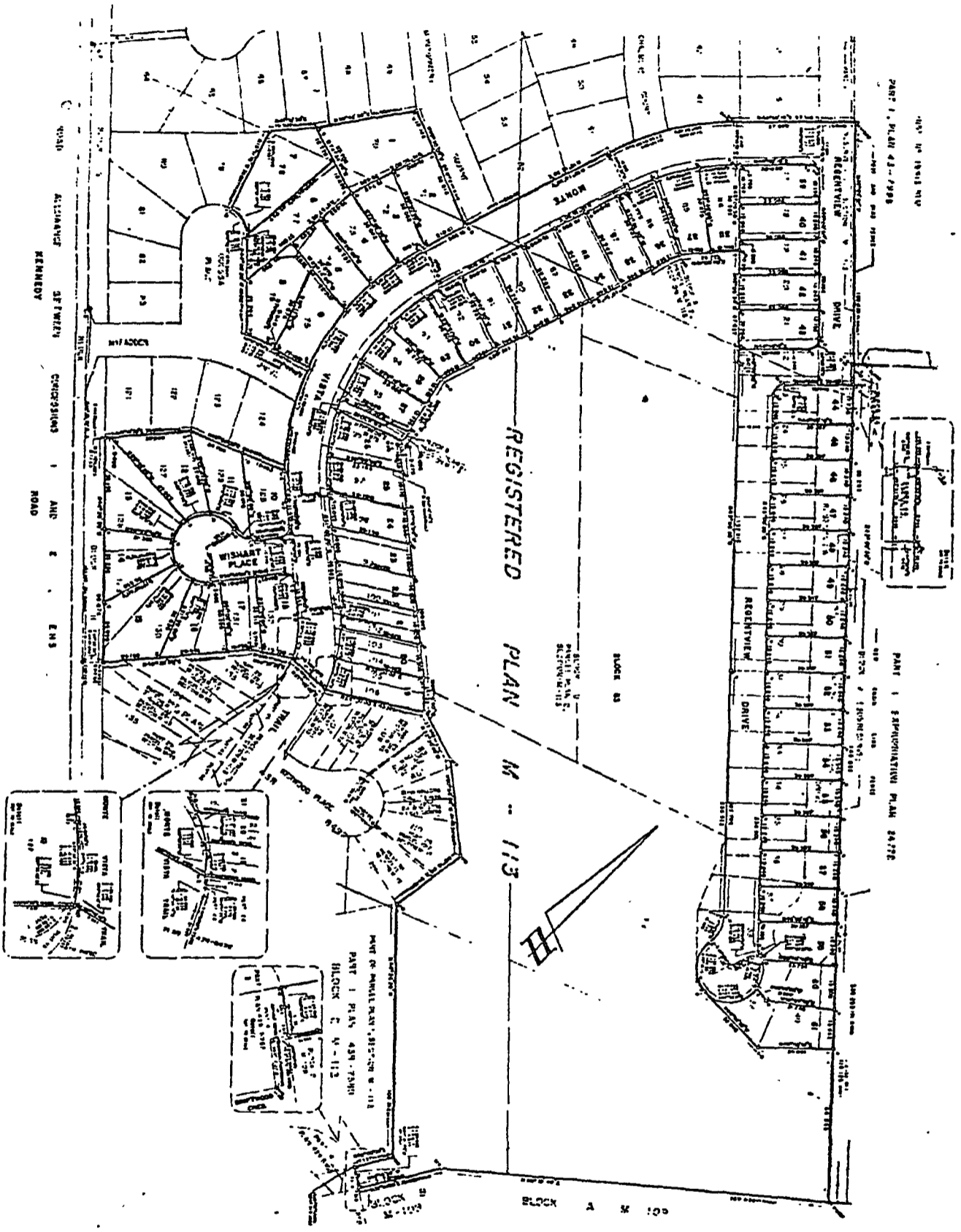
B.N.S. Document
No. 7852/83
Approved for
Execution *[Signature]*

LEGAL DESCRIPTION OF THE LANDS

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

MB

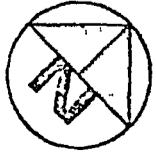
BA



Int B

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DEVELOPMENT AGREEMENT
Schedule B



1:2621

CITY OF BRAMPTON
 Planning and Development

Date: 83 02 18 Drawn by: RB
 File no. C2E15.3 Map no. 26-18F

SCHEDULE C

LANDS TO BE CONVEYED TO THE CITY OF BRAMPTON

1. Land for park purposes - Block 63 as shown on the plan.

Purposes

2. Block 62 as shown on the plan.

Walkway

3. Block 64 together with the remaining open side of Regentview Drive along the northeast boundary of the plan.

0.3 Metre
(1 foot)
Reserve

MB
BY

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