



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

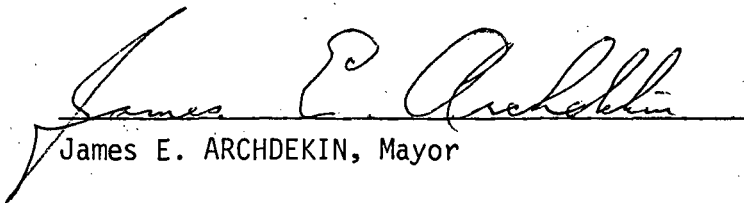
Number 110-80

To authorize the execution of an Agreement between First City Developments Ltd. and Heart Lake Developments Company Limited, each as to an undivided one-half interest, carrying-on-business as Heart Lake, The Corporation of the City of Brampton and The Toronto-Dominion Bank and The Bank of Nova Scotia.

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

THAT the Mayor and the Clerk are hereby authorized to execute an Agreement between First City Developments Ltd. and Heart Lake Developments Company Limited, each as to an undivided one-half interest, carrying-on-business as Heart Lake, The Corporation of the City of Brampton and The Toronto-Dominion Bank and The Bank of Nova Scotia, attached hereto as Schedule "A" and all other documents approved by the City Solicitor required to implement the provisions of this agreement and the conditions of draft approval of this subdivision.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 21st day of April, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

APPLICATION TO REGISTER  
NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION 78

TO THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF PEEL (NO. 43):

THE CORPORATION OF THE CITY OF BRAMPTON

being the registered owner of the land entered

as Parcel C-1

in the Register for Section M-100

and being interested in the land entered

as Parcel PLAN-1 (as to Blocks A and B, M-100)

in the Register for Section M-100

and as Parcel 14-1

in the Register for Section ~~43~~ 43-CHING 1 (E.H.S.)

of which FIRST CITY DEVELOPMENTS LTD. and HEART LAKE DEVELOPMENTS  
COMPANY LIMITED are the registered owners, hereby applies to have

a Notice of an Agreement dated the 17th day of April, 1980

and made between FIRST CITY DEVELOPMENTS LTD., HEART LAKE

DEVELOPMENTS COMPANY LIMITED, ~~carrying on business as HEART LAKE,~~ THE CORPORATION OF THE CITY OF BRAMPTON, THE TORONTO

DOMINION BANK and THE BANK OF NOVA SCOTIA

entered on the parcel register.

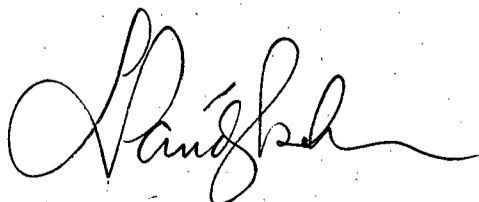
The evidence in support of this Application consists of:

1. An executed copy of the said Agreement

This application is not being made for any fraudulent  
of improper purpose.

DATED AT BRAMPTON this 23rd day of JUNE, 1980.

THE CORPORATION OF THE CITY OF BRAMPTON  
by its solicitor



Laszlo Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate this  
day of 17<sup>th</sup> April, 1980.

B E T W E E N:

FIRST CITY DEVELOPMENTS LTD. and  
HEART LAKE DEVELOPMENTS COMPANY LIMITED,  
each as to an undivided one-half interest,  
~~carrying on business as HEART LAKE~~ *SP*

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 TORONTO-DOMINION BANK and  
THE BANK OF NOVA SCOTIA

hereinafter called the 'MORTGAGEES'

OF THE THIRD PART

*SP* WHEREAS the Owner warrants that it is the  
Owner of the lands more particularly described in *FIRSTLY + THIRDLY*  
*OF* Schedule A attached hereto (herein called the 'lands') and  
further warrants that the Mortgagees are the only  
mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for amendments to the City's zoning by-law and the City is of the opinion that such amendments 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 covenants hereinafter contained and in consideration of the City taking necessary steps to amend its zoning by-law, the parties hereto agree with each other as follows:

1. It is understood that one amending by-law shall be passed for the development shown on Schedule B-1 and a further amending by-law for the development shown on Schedule B-2. Provided the amendment to the City's zoning by-law to be passed by the City of Brampton permitting the proposed development receives approval of the Ontario Municipal Board, the Owner, in addition to all other requirements of this agreement, covenants and agrees that:

Concept  
Plan

(a) the lands shown on Schedule B-1 shall be developed only in substantial accordance with the concept plan annexed hereto as Schedule B-1 and further covenants and agrees to provide the services, works and facilities and other matters referred to in this agreement with respect to the development shown on Schedule B-1, and

(b) the lands shown on Schedule B-2 shall be developed only in substantial accordance with the concept plan annexed hereto as Schedule B-2 and further covenants and

agrees to provide the services, works and facilities and other matters referred to in this agreement with respect to the development shown on Schedule B-2.

The Owner acknowledges that the provisions of By-law 275-79 implementing section 35a of The Planning Act R.S.O. 1970, chapter 349, as amended, shall apply to each individual building to be constructed on the land as more particularly shown on Schedules B-1 and B-2 annexed hereto.

Site Plan Control

3.

Exchange of Land

The Owner and the City shall, on or before July 1st, 1980, complete an exchange of lands whereby the City shall become the Owner in fee simple free of all encumbrances of the roadway running westerly from Conestoga Drive as shown on Schedule B-2 and of that Part of Block C, Plan M-100, lying to the north of this roadway and to the north of the office boutique development shown on Schedule B-2, and the Owner shall become the Owner in fee simple free of all encumbrances of the balance of Blocks B and C, Plan M-100.

The conveyances necessary for the exchange of lands are to be prepared in accordance with Reference Plan 43R-7487 and a letter from W. M. Fenton Limited, Surveyors, dated November 7, 1979 indicating the disposition of the various blocks of land as shown on Plan 43R-7487. A copy of this letter is attached hereto as Schedule C to this agreement

4.

Road Construction

The Owner shall, at its own expense, construct the road shown on Schedule B-2, including all necessary underground services, curbs, gutters, sidewalks and street lighting in accordance with plans and specifications to be approved by the City Commissioner of Public Works in accordance with

the City's standards for such work. The Owner agrees that prior to the commencement of any construction of these works, it will make arrangements satisfactory to the City to provide security, insurance and maintenance guarantees in accordance with the policy of the City with regard to the construction of such works under City's subdivision agreements.

The security required shall be provided to the City prior to the issuance of any building permits for buildings shown on Schedule B-1 and this construction shall be completed to the satisfaction of the City prior to the issuance of any occupancy permits for any buildings shown on Schedule B-1 and in any event, notwithstanding anything else contained in this agreement, shall be completed prior to the completion of construction of the recreation centre which the City is constructing on Block C, Plan M-100.

5. The subdivision agreement with respect to the development of Registered Plan M-100 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 (herein called the 'subdivision agreement') shall remain in full force and effect except insofar as they are specifically amended by this agreement or where they are inconsistent with this agreement.

Previous  
Agreement

The Owner shall, prior to the issuance of any

6.  
Pedestrian  
Under-  
passes

occupancy permits for buildings shown on Schedule B-1, complete construction to the satisfaction of the City, of the two pedestrian underpasses and their approaches under Conestoga Drive and Sandalwood Parkway respectively as required by the subdivision agreement.

The Owner shall install traffic signals satisfactory to the City at the intersection of Conestoga Drive and Sandalwood Parkway when requested by the City and prior to the issuance of a building permit for any buildings shown on Schedule B-1, shall provide security to the City in a form satisfactory to ensure completion of this work.

Traffic  
Signals

8. The Owner shall grade and landscape the balance of the recreation centre site, namely Block C, Plan M-100 to the satisfaction of the City, in accordance with Clause 4 of Schedule D of the subdivision agreement.

Grading &  
Landscap-  
ing

9. The Owner acknowledges that the site plan agreement required pursuant to By-law 275-79 shall contain provisions requiring the Owner to construct at its own expense raised medians, turning movement control devices and corner roundings at locations satisfactory to the City and The Regional Municipality of Peel.

Engineer-  
ing Works

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

Lands  
Affected

The Owner shall not call into question, directly or indirectly in any proceedings whatsoever, in law or in equity or before any administrative tribunal, the right of the City and the Region to enter into this agreement and to enforce each and every term, covenant, and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

Agreement  
Binding

12. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

13. The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event 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.

14. 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.

15. 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 or other documents required by this agreement on the title to the whole or any part of the lands. 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.

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.



- 7 -  
FIRST CITY DEVELOPMENTS LTD.

*[Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER TITLE

*[Signature]*  
\_\_\_\_\_  
SENIOR VICE-PRESIDENT TITLE

HEART LAKE DEVELOPMENTS COMPANY LIMITED

*[Signature]*  
\_\_\_\_\_  
AUTHORIZED SIGNING OFFICER TITLE

\_\_\_\_\_  
TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

*[Signature]*  
\_\_\_\_\_  
JAMES E. ARCHDEKIN MAYOR

*[Signature]*  
\_\_\_\_\_  
RALPH A. EVERETT CITY CLERK

**AUTHORIZATION BY-LAW**  
NUMBER 110-80  
**PASSED BY CITY**  
COUNCIL ON THE 21<sup>ST</sup>  
DAY OF APRIL 19 80

THE TORONTO-DOMINION BANK

*[Signature]*  
Per: \_\_\_\_\_  
ASSISTANT GENERAL MANAGER TITLE

\_\_\_\_\_  
TITLE

THE BANK OF NOVA SCOTIA

*[Signature]*  
\_\_\_\_\_  
GENERAL MANAGER TITLE

\_\_\_\_\_  
SECRETARY TITLE

APPROVED  
T. D. B.  
NO. 19919  
*[Signature]*  
LEGAL

B.N.S. Document  
No. 5894/80  
Approved for  
Execution *[Signature]*

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in the Regional Municipality of Peel,

FIRSTLY: being the whole of Blocks A and B, according to a plan of subdivision registered in the Land Registry Office for the Land Titles Division of Peel (No. 43) as number M-100;

SECONDLY: being the whole of Block C, according to the said registered plan M-100; and

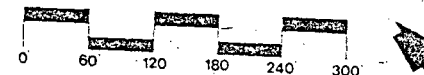
THIRDLY: (formerly in the Township of Chinguacousy, in the County of Peel), being the part of Lot 14, Concession 1, East of Hurontario Street, designated as Part 1 on a reference plan in the said Land Registry Office as number 43R-3549.

# HEART LAKE TOWN CENTRE

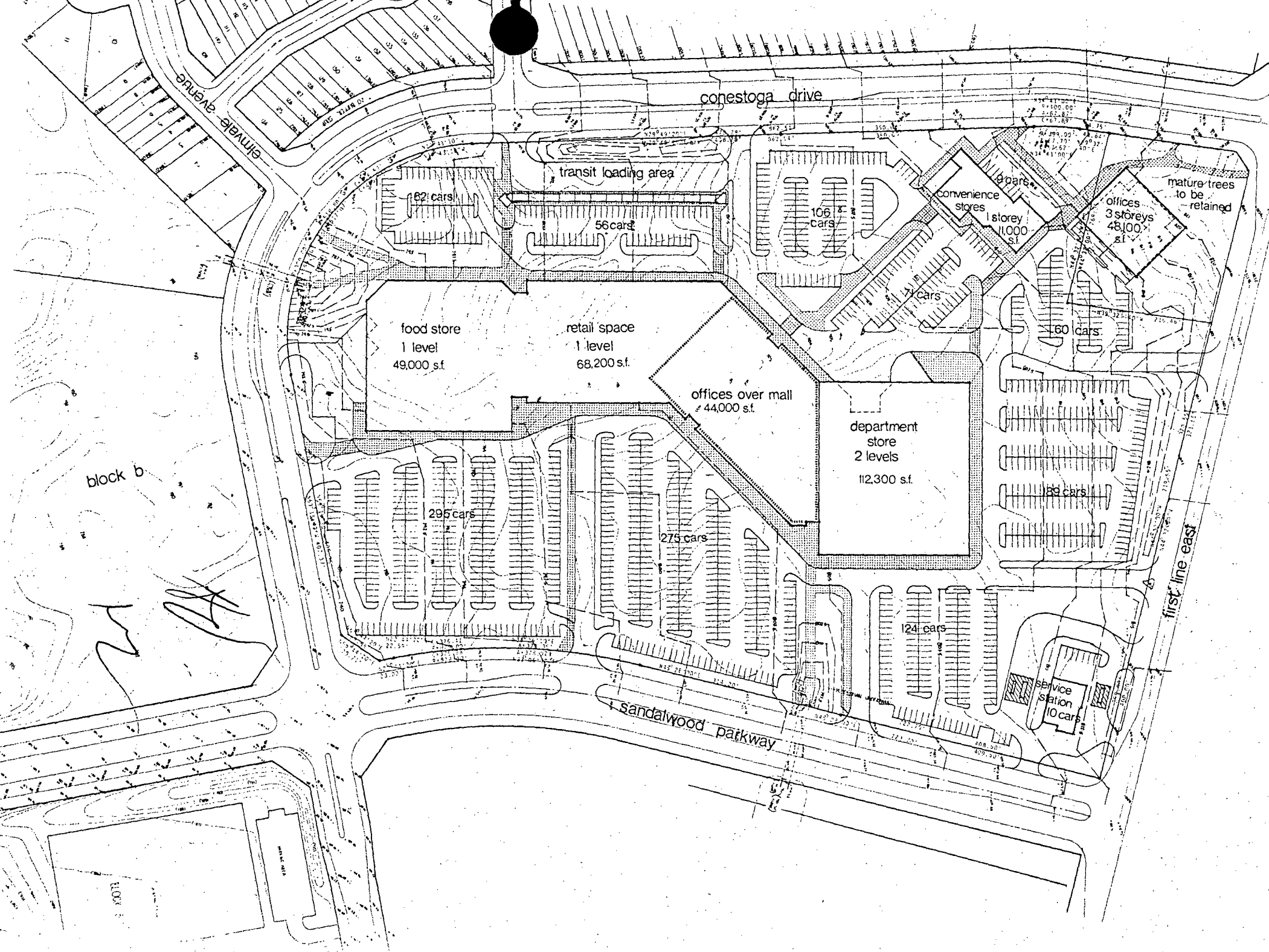
## schedule 'b-1'

Consolidated Building Company  
A Division of First City Developments Ltd.  
99 Avenue Road Toronto Ontario M5R 2G6  
Heart Lake Developments Company Limited

JOHN G. WILLIAMS ASSOCIATES LIMITED  
CONSULTANTS in PLANNING, DEVELOPMENT, URBAN DESIGN  
10 MCRAE DRIVE, SUITE 203, TORONTO, ONTARIO  
M4G 1R9 (416) 484 9021



note: this drawing represents a development concept only. the final site plan may vary from that which is shown.

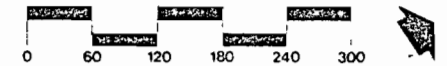


# HEART LAKE TOWN CENTRE

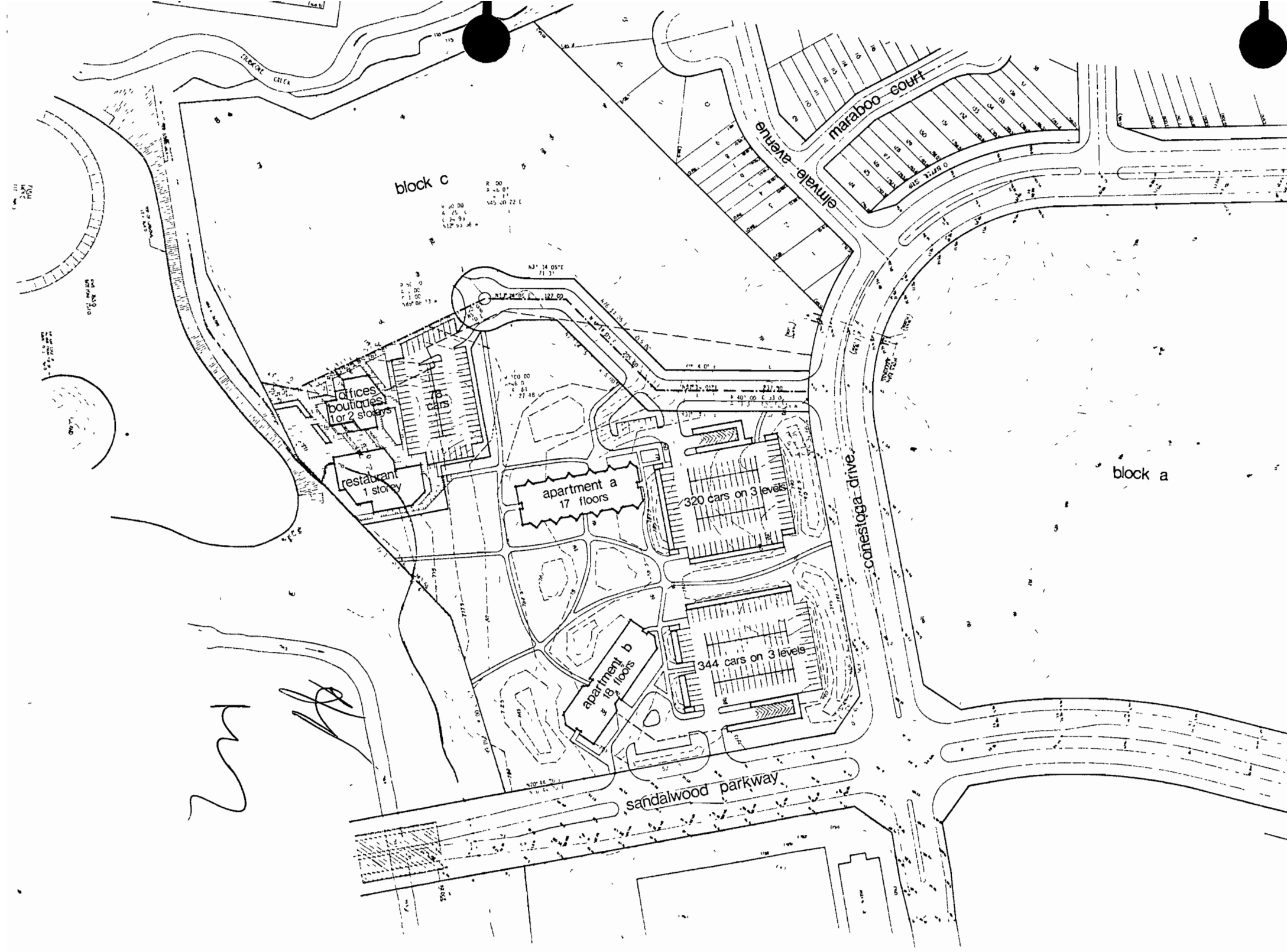
## schedule b-2

Consolidated Building Company  
A Division of First City Developments Ltd  
99 Avenue Road Toronto Ontario M5R 2G6  
Heart Lake Developments Company Limited

JOHN G WILLIAMS ASSOCIATES LIMITED  
CONSULTANTS in PLANNING DEVELOPMENT, URBAN DESIGN  
10 MCRAE DRIVE, SUITE 203, TORONTO, ONTARIO  
M4G 1R9 (416) 484 9021



**note:** this drawing represents a development concept only. the final site plan may vary from that which is shown.



# W. M. Fenton Limited, Surveyors

Cadastral, Geodetic and Engineering Surveys

November 7, 1979

Re: Survey of the Heart Lake Recreation Centre

The following is a breakdown of the various parts on the attached Reference Plan to assist you in preparing the necessary legal documents:

<u>Owner</u>	<u>Block</u>	<u>Part</u>	<u>Remarks</u>
City of Brampton	G	1, 5, 10	To be lifted and dedicated as road.
	G	9, 12, 18	To be lifted and deeded to First City Developments Ltd.,
	G	15	To be lifted and deeded to City of Brampton (if necessary).
First City Developments.	B	2	To be dedicated as road.
	B	3	To be deeded to City of Brampton, and dedicated as road.
	B	4	To be deeded to City of Brampton.
	B	11	To be dedicated as road by First City Developments Ltd.
City of Brampton	C	6	To be dedicated as road.
	C	7	To be deeded to First City Developments Ltd., and dedicated as road.
	C	8, 13, 17	To be deeded to First City Developments Ltd.
	C	14, 16	To become 1' Reserve.

The parts referred to in this Schedule are more particularly

shown on Plan 43R-7487

Reference to First City Developments Limited above means Heart Lake Joint Venture.

DUPLICATE

DATED: 17 APRIL 1980

FIRST CITY DEVELOPMENTS LTD. and  
HEART LAKE DEVELOPMENTS  
COMPANY LIMITED

and

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE TORONTO-DOMINION BANK and  
THE BANK OF NOVA SCOTIA

274316

No: \_\_\_\_\_ LT:  
Land Titles Division of Peel (No. 43)  
This instrument received at 2:49  
P.M. in the

JUL 10 1980

Land Registry  
Office at  
Brampton,  
Ontario.

*D Cannon*  
ACTING LAND REGISTRAR

AGREEMENT

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

Entered In:

Folio: 2 / 135 / 2

Parcel: C-1 / Plan 1 / 14-1

Section: m-100 / m-100 / 43 CHING

1 (EHS)

9

*mg*

PASSED April 21st, 1980

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# BY-LAW

No. 110-80

To authorize the execution of an Agreement between First City Developments Ltd. and Heart Lake Developmmts Company Limited, each as to an undivided one-half interest, carrying-on-business as Heart Lake, The Corporation of the City of Brampton and The Toronto-Dominion Bank and The Bank of Nova Scotia.