



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

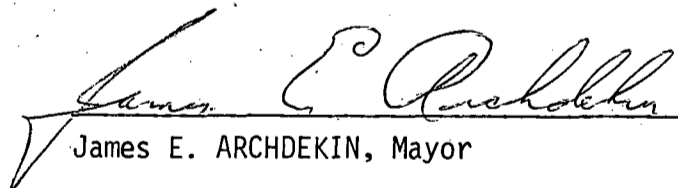
Number 94-80

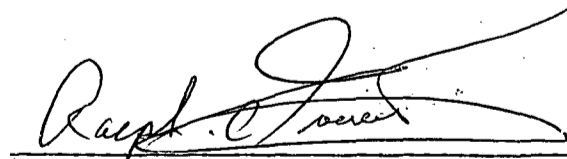
To authorize the execution of an Agreement between First City Developments Ltd. and Heart Lake Developments Company Limited and The Corporation of the City of Brampton.

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 and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of April, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

MEMORANDUM OF AGREEMENT made in duplicate this  
day of 3<sup>rd</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

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

WHEREAS in accordance with paragraph 27 (b) of an agreement made 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 dated the 15th day of October, 1973, 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'), the Owner has requested the City to construct a recreation facility (herein called the 'recreation facility') on Block C, Plan M-100 and the City has awarded a construction contract to Perwin Construction Co. Limited to construct the recreation facility subject to the Owner entering into this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained, the parties hereto agree with each other as follows:

1. The subdivision agreement is amended by deleting therefrom paragraph 27 in its entirety and substituting in its place the following paragraph 27:

"27. (a) The City undertakes and agrees to construct recreational facilities of the types referred to in paragraph 27 (c) of this agreement to serve the lands provided there are sufficient funds available from the Parks and Recreation portion of the development levy referred to in paragraph 24. The City, after consultation with the Owner, shall determine the exact type and location of such facilities and the timing of their construction, recognizing the expressed or anticipated needs of the community.

(b) In the event that the Owner requires construction and operation of a type of recreational facility referred to in paragraph 27 (c) of this agreement prior to the times determined by the City, then the Owner may require the City to complete and operate such facility forthwith upon receipt of notice in writing from the Owner, provided that prior to commencing construction of the facility, the Owner shall prepay that portion of the development levy referred to in paragraph 24 relating to Parks and Recreation that is required to pay for such construction, and the Owner shall reimburse the City for the annual operating deficit with respect to any individual facility, the operation of which has been commenced at the request of the Owner prior to the date at which the City would have otherwise constructed such facility in accordance with its normal facility construction policy.

For the purposes of paragraph 27 (b), the annual operating deficit with respect to any individual facility shall be determined on a calendar year basis by the City Treasurer.

The operating deficit shall be calculated by the City on an annual basis and the City shall deliver a statement to the Owner for each annual period setting out:

- (i) the amount of the operating deficit for the preceding year; and
  - (ii) the Owner shall reimburse the City for the operating deficit within a period of thirty (30) days following the receipt by it of the statement of such operating deficit.
- (c) The following are the types of recreational facilities which the City undertakes and agrees to construct in accordance with paragraph 27 (a) of this agreement:
- (i) financial contribution not to exceed One Hundred Thousand Dollars (\$100,000.00) in the development of Loafer's Lake, consisting of an off-stream lake for fishing, boating and winter ice skating.
  - (ii) small service building near Loafer's Lake.
  - (iii) recreation centre on eight (8) acre park site which may include neighbourhood swimming and wading pool, squash courts, fitness room, saunas, lounge area, auditorium, multi-purpose rooms, activity lounge, area for temporary library and future day care or specialized use and children's tot lot, miniature golf course and formal landscape and outdoor forum area.
  - (iv) two tennis courts on parkland Block **B**, Plan **M-103** and four tennis courts on secondary school site.

- (v) outdoor sports facilities, including soccer, softball, football and track facilities constructed on park and school lands.
- (vi) playgrounds and tot lots in parks and parkettes.
- (vii) wading pool/skate board facility
- (viii) pedestrian/bicycle trail system throughout the valleyland park system and in parks and parkettes where required."

2. (a) The Owner, when requested by the City, shall in accordance with paragraph 27 (b) (as substituted) of the subdivision agreement, pay to the City the sum of Six Hundred and Fifty Thousand Dollars (\$650,000.00) as a prepayment of that portion of the development levy referred to in paragraph 24 of the subdivision agreement relating to Parks and Recreation. This payment shall be credited on account of the Parks and Recreation portion of the development levy for all future dwelling units to be constructed on lands included in the subdivision agreement and the Owner shall not be required to pay the Parks and Recreation portion of the development levy for such dwelling units until such time as the credit totalling Six Hundred and Fifty Thousand Dollars (\$650,000.00) is exhausted.

(b) The City shall not require payment of the whole or any part of the Six Hundred and Fifty Thousand Dollars (\$650,000.00) payment required by paragraph 2 (a) of this agreement until such time as the City has expended the uncommitted balance of the Parks and Recreation portion of the development levy that it has already received toward the payment of the cost of constructing the recreation facility. The Owner shall, within ten (10) days after

receiving a written request from the City to pay the whole or any part of the sum of Six Hundred and Fifty Thousand Dollars (\$650,000.00) make such payment.

(c) To ensure payment of the sum of Six Hundred and Fifty Thousand Dollars (\$650,000.00) as required by this agreement, the Owner shall deposit with the City as a performance guarantee, a letter of credit from a chartered bank in a form satisfactory to the City in the amount of Six Hundred and Fifty Thousand Dollars (\$650,000.00). Upon the failure by the Owner to make a payment or payments as required by paragraph 2 of this agreement, the City Treasurer may at any time authorize the use of all or a part of the letter of credit for the purpose of making payments toward the cost of constructing the recreation facility.

3. In accordance with paragraph 27 (b) (as substituted) of the subdivision agreement, the Owner shall, for a two year period commencing the date the recreation facility is operational, reimburse the City for the annual operating deficit (if any) of the recreational facility up to an amount of Seventy-five Thousand Dollars (\$75,000.00) annually. This reimbursement shall be made in accordance with paragraph 27 (b) (as substituted) of the subdivision agreement.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

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.

FIRST CITY DEVELOPMENTS LTD.

*[Signature]*  
 SENIOR VICE-PRESIDENT TITLE

*[Signature]*  
 PRESIDENT TITLE

HEART LAKE DEVELOPMENTS COMPANY LIMITED

*[Signature]*  
 TITLE

*[Signature]*  
 TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

**AUTHORIZATION BY-LAW**  
 NUMBER 94-80  
 PASSED BY CITY  
 COUNCIL ON THE 9th  
 DAY OF April 1980

*[Signature]*  
 JAMES E. ARCHDEKIN MAYOR

*[Signature]*  
 RALPH A. EVERETT CITY CLERK

DATED: \_\_\_\_\_

FIRST CITY DEVELOPMENTS LTD.  
and  
HEART LAKE DEVELOPMENTS  
COMPANY LIMITED

and

THE CORPORATION OF THE  
CITY OF BRAMPTON

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A G R E E M E N T

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



PASSED April 9th, 19 80

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No. 94-80

To authorize the execution of an Agreement between First City Developments Ltd. and Heart Lake Developments Company Limited and The Corporation of the City of Brampton.