



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

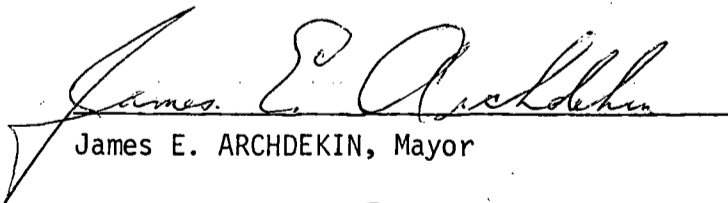
Number 131-80

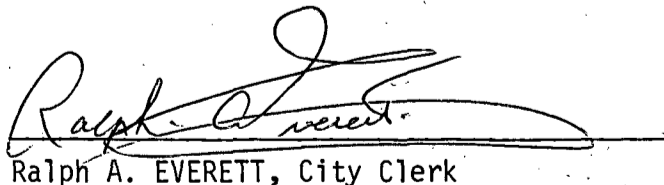
To authorize the execution of an Agreement between First City Developments Ltd. and Heart Lake Developments Company Limited, each as to an undivided one-half interest, carrying-on-business as HEART LAKE and the Corporation of the City of Brampton and The Toronto-Dominion Bank and The Bank of Nova Scotia.

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 and 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 12th day of May, 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 interested in the land entered
as Parcel *PLAN - 1 as to Lots 11 to 28 inclusive 49, 50 and 77 to 84 inclusive*

in the Register for Section *M-106*

of which FIRST CITY DEVELOPMENTS LTD. and HEART LAKE
DEVELOPMENTS COMPANY LIMITED are

~~the~~ the registered owner, hereby apply to have

Notice of an Agreement dated the 16 day of May, 1980

made between FIRST CITY DEVELOPMENTS LTD., and 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
or improper purpose.

DATED AT BRAMPTON, this *11th* day of July 19 80.

THE CORPORATION OF THE CITY OF BRAMPTON

by its Solicitor



Laszlo C. Pandy-Szekeres

MEMORANDUM OF AGREEMENT made in duplicate
this day of 16th May, 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

A N D

THE TORONTO-DOMINION BANK and
THE BANK OF NOVA SCOTIA

hereinafter called the 'Mortgagees'

OF THE THIRD PART

WHEREAS the Owner entered into an agreement dated
the 15th day of October, 1973 with The Corporation of the
Township of Chinguacousy (herein called the 'subdivision
agreement') which provided for a development titled
"THE VILLAGES OF HEART LAKE";

AND WHEREAS the parties hereto are parties to an
agreement dated the 12th day of May, 1975 (herein called
the 'amending agreement') which amended the subdivision
agreement and in particular provided in paragraph 9
thereof for the installation of noise abatement features
for the benefit of the dwellings to be erected on the
lands immediately backing on Highway No. 10 which are

more particularly described in Schedule A attached hereto;

AND WHEREAS the parties hereto have agreed to amend the provisions of paragraph 9 of the amending agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of One Dollar (\$1.00) now paid by the parties one to the other (receipt of which is hereby acknowledged) and of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree with each other as follows:

1. The Owner and the City agree that the amending agreement is amended by deleting from the amending agreement paragraph 9 and substituting in its place, the following paragraph 9:

"9. 9.1 The Owner agrees to install noise attenuation features for the benefit of the dwellings to be erected on Lots 11 to 28, both inclusive, Lots 49 and 59, and Lots 77 to 84, both inclusive, all as shown on Registered Plan M-106 (herein called the lands). The noise attenuation features shall generally consist of the following:

9.1.1 A 1.8 metre (6 foot) noise attenuation wall atop a 1.8 metre (6 foot) high berm with 3:1 slopes.

9.1.2 The noise attenuation wall shall be placed completely on the lands 0.3 metre (1 foot) inside the existing 0.3 metre (1 foot) reserve along the east side of Highway No. 10. One side of the berm shall be placed on

Ministry of Transportation and Communications' lands and the other half of the berm shall be placed on that part of the lands included in an existing easement in favour of Bell Canada Limited.

9.1.3 The part of the berm situate west of the noise attenuation wall shall be grassed, planted and landscaped to the satisfaction of the City and the Ministry of Transportation and Communications and shall be maintained by the Ministry of Transportation and Communications.

9.1.4 The noise attenuation wall and berm shall extend around the intersection of Highway No. 10 and Sandalwood Parkway. To accomplish this extension, the noise attenuation wall and berm shall be constructed on part of Blocks C and H, Registered Plan M-106 and the City shall convey to the Owner that part of Blocks C and H, Plan M-106, on which the noise attenuation wall is constructed to the intent that this wall shall be completely on privately owned land.

9.1.5 All of the requirements set forth in clauses 9.1 to 9.1.4 both inclusive shall be hereinafter referred to as the 'noise attenuation requirements'.

9.2 The Owner shall not apply for or be entitled to receive building permits for the construction of dwelling units on the lands until such time

as detailed plans and specifications for the noise attenuation requirements are approved by the Commissioner of Planning and Development and the Owner shall complete construction and installation of the noise attenuation requirements in a good and workmanlike manner in accordance with the approved plans and specifications and to the satisfaction of the City prior to the occupancy of any dwelling units to be constructed on the lands. The Owner further agrees and acknowledges that the City will not issue occupancy permits for any dwelling units constructed on the lands until such time as the noise attenuation requirements are completed.

9.3 The Owner shall retain, maintain, repair and replace those parts of the noise attenuation requirements constructed or installed on the lands to the satisfaction of the City at the sole risk and expense of the Owner.

9.4 The Owner shall include in all transfers of the lands to individual owners a covenant satisfactory to the City requiring the owners of the individual lots which comprise the lands to retain, maintain, repair and replace that part of the noise attenuation requirements situate on the individual lots to the satisfaction of the City and at the sole risk and expense of the owner of the lot.

9.5 The Owner shall include the following clause in all agreements of purchase and sale and transfers for the individual lots which comprise the land:

"The purchaser is hereby advised that despite the inclusion of noise control features within this planned area, and within the individual units, noise levels may still cause annoyance, occasionally interfering with some activities of the dwelling occupants. I, the purchaser, hereby agree to place this clause in all subsequent agreements of purchase and sale and transfers when I sell the unit."

9.6 9.6.1 The Owner shall construct a temporary road over Lot 14, Plan M-106, to provide access to Highway No. 10. Alternatively, the Owner may provide the land for and construct a permanent road to connect Registered Plans M-105 and M-106 to Highway No. 10 over lands to the north of these plans in a location satisfactory to the City and the Ministry of Transportation and Communications.

9.6.2 The Owner agrees that it will not apply for nor be entitled to receive any building permits for dwelling units to be constructed on Plans M-105 and M-106 until such time as detailed plans and specifications for the construction of the temporary road over

Lot 14 or the alternative road access over lands to the north of these plans have been approved by the City and the Owner shall complete construction in accordance with the approved plans and specifications on or before December 31, 1980 and in any event prior to the occupancy of any dwelling units on Plans M-105 and M-106 except dwelling units to be constructed on Lots 68 to 78, both inclusive, Plan M-105 and Lots 64 to 129, both inclusive, on Plan M-106. The Owner further agrees and acknowledges that the City shall not issue occupancy permits for any dwelling units on Plans M-105 and M-106 except the foregoing Lots until such time as this construction is complete.

9.6.3 In the event the Owner constructs the temporary road over Lot 14, Plan M-106, the Owner agrees:

9.6.3.1 that the temporary road shall not be removed until such time as a permanent road has been constructed in a location satisfactory to the City over lands to the north of Plans M-105 and M-106 which will provide a road connection to these plans from Highway No. 10.

9.6.3.2 that building permits shall neither be applied for nor issued for Lots 13 and 14, Plan M-106 until the temporary road over Lot 14 has been removed.

9.6.3.3 that the plans and specifications for the noise attenuation requirements shall provide protection for the rear yards of Lots 12 and 15 to the satisfaction of the City.

9.6.3.4 to install signs in locations containing wording satisfactory to the City and the Ministry of Transportation and Communications indicating that the road is a temporary road.

9.7 All the requirements of this paragraph shall be considered to be works within the meaning of this agreement and the subdivision agreement and all of the provisions of this agreement and the subdivision agreement with respect to the construction and maintenance of works and the furnishing of security for the construction thereof shall apply."

2.

The land affected by this agreement more particularly described in Schedule A attached hereto and the Owner and Mortgagees consent to the registration of this agreement on the title to the lands described in Schedule A attached hereto and the Owner agrees to pay to the City the cost of this registration and the cost of registration of all conveyances of land and other documents required by this agreement on the title to these lands.

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.

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

HEART LAKE DEVELOPMENTS COMPANY LIMITED

[Signature]
_____ TITLE

[Signature]
_____ TITLE

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
JAMES E. ARCHDEKIN MAYOR

[Signature]
RALPH A. EVERETT CITY CLERK

THE TORONTO-DOMINION BANK

[Signature]
Per: ASSISTANT GENERAL MANAGER TITLE

THE BANK OF NOVA SCOTIA

[Signature]
GENERAL MANAGER TITLE

[Signature]
SECRETARY TITLE

AUTHORIZATION BY-LAW
NUMBER 131-80
PASSED BY CITY
COUNCIL ON THE 12th
DAY OF May 19 80

APPROVED
T. D. B.
NO. 3155
[Signature]
LEGAL

B.N.S. Document
No. 6492/80
Approved for
Execution *[Signature]*

SCHEDULE A

LEGAL DESCRIPTION OF THE LANDS

The land situated in the City of Brampton, in
The Regional Municipality of Peel, being the whole of
Lots 11 to 28, both inclusive, Lots 49 and 50, and
Lots 77 to 84, both inclusive, all according to a Plan
of Subdivision registered in the Land Registry Office
for the Land Titles Division of Peel (No. 43) as Number
M-106.

LOTS 11 to 28, Lots 49 and
50, Lots 77 to 81, ALL

SUBJECT TO AN EASEMENT
AS SET OUT IN

INSTRUMENTS NO. 27137 (CHING)
and 33070 (CHING.)

Handwritten signature

Handwritten initials JP

DUPLICATE

DATED: 16 MAY, 1980

FIRST CITY DEVELOPMENTS
LTD. and HEART LAKE
DEVELOPMENTS LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

LT:

AND

THE TORONTO-DOMINION BANK
and
THE BANK OF NOVA SCOTIA

No: **274532**
Land Titles Division of Peel (No. 43)
This instrument received at 1:29
P.M. in the

JUL 11 1980

Land Registry
Office at
Brampton,
Ontario.

D Cannon
ACTING LAND REGISTRAR

A G R E E M E N T

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

Entered In:
Folio: 5
Parcel: Plan 1
Section: 17-106
MS

MEMORANDUM OF AGREEMENT made the 4th day of November, 1980.

B E T W E E N:

HEART LAKE DEVELOPMENTS COMPANY LIMITED, a corporation incorporated under the laws of the Province of Ontario, and FIRST CITY DEVELOPMENTS LTD., an amalgamated corporation under the laws of the Province of Alberta, each as to an undivided one-half interest, carrying on business under the firm name and style of 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 pursuant to an agreement dated May 16th, 1980 (the "Noise Attenuation Agreement"), the parties hereto amended the subdivision agreement dated October 15th, 1973 as amended May 12th 1975.

AND WHEREAS the Owner has agreed to transfer Lots 13 and 14, Plan M-106 to the City in accordance with the Noise Attenuation Agreement, and the parties desire to enter into this agreement with respect to such transfer.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree one with the other as follows:

1. The Owner shall transfer Lots 13 and 14 on Plan M-106 to the City free from encumbrances.

2.

2. The transfer of Lots 13 and 14 as aforesaid shall not constitute, nor be deemed to be a dedication, but rather the transfer is temporary, with title to be recorded in the name of the City only so long as the temporary road, provided thereon pursuant to the Noise Attenuation Agreement, is required.

3. At such time as permanent access to Highway 10 has been provided in accordance with the requirements of the City and the Ministry of Transportation and Communications, and the City is satisfied that the temporary access is therefore not required, the City shall reconvey Lots 13 and 14 to the Owner (or as it may in writing direct) free from encumbrances, and without payment.

3.

4. Following the reconveyance of Lots 13 and 14 to the Owner, the Owner shall complete the berm and barrier thereon in accordance with the Noise Attenuation Agreement.

5. This agreement shall be binding upon the successors and assigns of the parties hereto.

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]
 Director TITLE

[Signature]
 Vice Pres. TITLE

FIRST CITY DEVELOPMENTS LTD.

[Signature]
 SENIOR VICE-PRESIDENT TITLE

PER *[Signature]*
 ASSISTANT SECRETARY

THE CORPORATION OF THE CITY OF BRAMPTON

[Signature]
 JAMES E. ARCHDEKIN MAYOR

[Signature]
 RALPH A. EVERETT CITY CLERK

APPROVED
 AS TO FORM
 LAW DEPT.
 BRAMPTON

[Signature]
 DATE 5/2/82

PASSED May 12th, 1980



BY-LAW

No. 131-80

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 and the Corporation of the City of Brampton and The Toronto-Dominion Bank and The Bank of Nova Scotia.