

## Attachment 11: Conditions of Draft Plan of Subdivision

1. The Owner shall enter into the City's standard Subdivision agreement and satisfy all of the pre-registration conditions contained therein.
2. The Owner shall provide to the Director of Community Planning, North York District, confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department, City of Toronto (statement of Account or Tax Clearance Certificate) and that there are no outstanding City initiated assessment or tax appeals made pursuant to Section 40 of the Assessment Act or the provisions of the City of Toronto Act, 2006. In the event that there is an outstanding City initiated assessment or tax appeal, the Owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
3. If the subdivision is not registered within 5 years of the date of draft plan approval, then this approval shall be null and void and the plans and drawings must be resubmitted to the City of Toronto for approval.
4. The Owner will construct and maintain the development of the site in accordance with Tier 1, Toronto Green Standard, and the Owner will be encouraged to achieve Tier 2, Toronto Green Standard, or higher, where appropriate, consistent with the performance standards of Toronto Green Standards, and as may be further amended by City Council from time to time.
5. Prior to Plan registration, the Owner agrees to submit composite utility plans, including the location of all existing and proposed underground and above ground utilities in relation to proposed tree planting locations, at a minimum scale of 1:250, to the satisfaction of Engineering and Construction Services and the General Manager of Parks, Forestry and Recreation.
6. Dedicate all roads, corner roundings and road widenings shown on the plan.
7. Convey all necessary easements (internal and external) to the City, as applicable.
8. Prepare all documents to convey lands in fee simple and easement interests to the City for nominal consideration, such lands to be free and clear of all physical and title encumbrances to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services in consultation with the City Solicitor.
9. Pay all costs for preparation and registration of reference plan(s).

10. Apply stormwater management techniques in the development of this subdivision to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services.
11. Undertake an environmental site assessment for lands to be conveyed to the City in accordance with the terms and conditions of the standard subdivision agreement including providing payment for a peer reviewer and the submission of a Record of Site Condition (RSC).
12. Pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
13. Submit financial security in accordance with the terms of standard subdivision agreement, including financial security required for the removal of any temporary works.
14. Pay for and construct all municipal infrastructure, including proposed Harbour Street, required to service the Plan of Subdivision, including municipal infrastructure external to the plan of subdivision and any modifications or alterations required to existing streets, all to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services.
15. Submit additional information to the satisfaction of the General Manager, Toronto Water, including a foundation drainage study, a hydrogeological study based on the City of Toronto Terms of Reference for the south block, and revised mechanical engineering letter.
16. In conjunction with condition 15., submit a revised functional servicing report to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services, if any changes are required as a result of the hydrogeological study or foundation drainage study.
17. Pay for, construct and maintain all public realm enhancements on all streets surrounding Blocks 1 and 2 as shown on the Draft Plan of Subdivision, with the exception of the City-owned parcel of lands at the southeast corner of Yonge Street and Lake Shore Boulevard, which are to be implemented by the City with the design in accordance with the public realm concept component provided in the Lower Yonge Precinct final Environmental Study Report (ESR) published in May 2018, to the satisfaction of the General Manager, Transportation Services.
18. Pay all costs related to the installation of pavement markings and signage and modifications to existing pavement markings and signage.
19. That, in connection with the new tunnels and overhead pedestrian bridges, the owner agrees to:
  - a. Make a separate application to the General Manager, Transportation Services for a Tunnel and Pedestrian Bridges Agreement in respect of the

proposed tunnel connections under Harbour Street and the proposed overhead pedestrian bridges across Freeland Street, such agreement to be subject to an annual fee for use of the tunnel;

- b. Construct the proposed vehicular tunnel under the Harbour Street extension to Canadian Highway Bridge Design Code, or other such standard as may be required by the General Manager, Transportation Services.
  - c. That the required tunnel agreement includes provisions for indemnification and support rights, such as:
    - i. Execution of an agreement, binding on successors on title, to:
      1. Indemnify the City, its agents, officials, servants, contractors, representatives, elected and appointed officials, successors and assigns, from and against all actions, suits, claims, or demands and from all loss, costs, damages, charges, and expenses that may result from the construction of the proposed tunnel connections and overhead pedestrian bridges;
      2. Maintain the structure in good and proper repair and a condition satisfactory to the Chief Building Official;
      3. Include additional conditions as the City Solicitor may deem necessary in the interests of the Corporation including, but not limited to, insurance provisions.
    - ii. Conveyance to the City of an easement of support rights in the lands located below Harbour Street Extension that will be occupied by the proposed tunnel.
20. Prior to registration of the Plan of Subdivision, submit to the Executive Director, Engineering & Construction Services for review and acceptance, a detailed construction phasing plan that:
- a. outlines the necessary infrastructure required to service all components of the lands; and
  - b. provides supporting transportation impact assessments for each phase, including consideration of interim and final conditions.
21. Prior to registration of the Plan of Subdivision, revise and/or update the accepted Functional Servicing Report, including the stormwater management strategy, if directed by the Chief Engineer & Executive Director, Engineering & Construction Services in the event that they determine that field conditions are not suitable for

implementation of the servicing and storm water strategy recommended in the Functional Servicing Report prior to proceeding to the next development phase.

22. The Owner shall carry out, at its expense, any temporary or permanent, drainage works that may be necessary to eliminate ponding or erosion caused by design or construction deficiencies within the Subdivision to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services. The decision of the Chief Engineer & Executive Director, Engineering & Construction Services as to the required works to be undertaken in this regard shall be final and binding.

23. Prior to registration of the Plan of Subdivision, submit to the Chief Engineer & Executive Director, Engineering & Construction Services for review and acceptance, a plan or plans, showing:

- a. detailed engineering design drawings for all proposed new infrastructure, including Harbour Street consistent with the City's 30% Design Drawings, that is necessary to service the lands;
- b. detailed cross-sections of Harbour Street within the Subdivision incorporating the approved pavement widths and other infrastructure elements, and including the proposed connections with, and any improvements to, the existing streets within and surrounding site;
- c. the proposed pavement markings and signage for all new Roads;
- d. modifications required to the pavement markings and signs on the existing Roads; and
- e. minimum pedestrian clearway of 2.1 m on all Roads and at intersection of all Roads, or such other width as identified by the General Manager, Transportation Services.

24. Prior to earlier of the registration of the Plan of Subdivision or Release for Construction of services, provide the following for Harbour Street to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services:

- a. Regarding Toronto Hydro-Electric System Limited (distribution group):
  - i. copy of "offer to connect" (OTC),
  - ii. written confirmation that financial securities have been posted, and
  - iii. written confirmation that satisfactory arrangements have been made.
- b. Regarding Toronto Hydro Energy (streetlight group):

- i. cost estimate of the construction/installation of streetlights, and the hydro inspection fee,
- ii. financial security in amount of 120% of the streetlight cost estimate and inspection fee.
- iii. copy of written confirmation from Toronto Hydro Energy that satisfactory arrangements have been made,

25. In addition to the other financial security obligations contained in the Subdivision Agreement and notwithstanding Section 25.5 of the main body of the Agreement, prior to the earlier of release for construction of services or prior to the registration of the plan of subdivision, the Owner agrees to provide the City with financial security in the amount of 120% of the value of the cost estimate of the street lighting required to be installed under this Agreement, to the satisfaction of Engineering & Construction Services.

26. Prior to final approval and registration of the plan, the Owner shall provide an irrevocable Letter of Credit in the amount of 120% of its respective share of the Base Park Improvement costs, to the satisfaction of the General Manager, Parks, Forestry and Recreation, in accordance with the terms of the Agreement for Dedication of Land within the Lower Yonge Precinct for Park Purposes, dated January 28, 2019 and registered as instrument AT5116852.