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November 6, 2019

Via Email and Courier

Amanda Hill
City of Toronto, Legal Department
26th Floor - Metro Hall
55 John Street
Toronto ON M5V 3C6

Dear Ms. Hill:

Re: LPAT Case No. PL171369 844 Don Mills Road, 1150 and 1155 Eglinton Avenue East (the "Property") Request for Amendments on Consent to Decisions/Orders, issued January 21, 2019 and July 10, 2019 (the "Decision/Order")

As you know, we are the solicitors acting for Don Mills (ARH) Homes Ltd., the registered owner of the Property, as well as Diamond Corp., the applicant and appellant in connection with the above referenced proceedings.

We are writing to seek City Council's support for amendments which our client is seeking to Zoning By-law Amendment No. 1214-2019 (LPAT) (the "ZBA") and conditions of draft plan approval (the "Draft Plan Conditions"), attached as Schedule 2 and 3 respectively to the Tribunal's Decision/Order, pursuant to Section 35 of the *Local Planning Appeal Tribunal Act*.

The changes are primarily to allow for the office development and public plaza on Blocks 1A and 1B to proceed in advance of the balance of Phase 1. This triggers a number of changes to the phasing requirements in the Schedule A of the ZBA, and by extension the Section 37 Agreement, as well as the Draft Plan Conditions, as described in greater detail below.

Proposed Amendments

In general terms, the changes required to allow Block 1A (currently part of Phase 1) and Block 1B (currently part of Phase 3) to proceed in advance of the balance of the development can be summarized as follows:

- Redefine Phase 1 to include Block 1B, such that the development of Block 1B would not trigger obligations tied to the balance of what is currently defined as Phase 3;
- Allow for Blocks 1A/1B to proceed in advance of the balance of Phase 1 without triggering certain obligations which either cannot be met in advance of the balance of Phase 1 proceeding or which are unrelated to the development of Blocks 1A/1B; and

- Making certain other minor adjustments required as a result of the foregoing.

While certain changes are required, most notably to the timing of delivery of parkland, to allow Blocks 1A/1B to proceed in advance of the balance of Phase 1, the majority of the Phase 1 requirements can be satisfied in conjunction with the development of Blocks 1A/1B and as such no changes are proposed to the timing of delivery of those items.

With respect to the delivery of parkland, the Draft Plan Condition and Section 37 Agreement currently require the conveyance of Block 6A upon registration of any portion of the Phase 1 lands. As Block 6A is connected to the residential development on the remaining (western) portion of the Phase 1 lands, there will not be sufficient time to satisfy the requirements necessary for the conveyance of Block 6A, prior to construction of the office building and public plaza on Blocks 1A/1B. Accordingly, in order to satisfy the parkland dedication obligations for Blocks 1A/1B, it is proposed that the payment of the \$500,000 cash-in-lieu contribution be made prior to the issuance of any above grade building permit for any portion of the Phase 1 lands (whereas currently the payment is only required prior to the issuance of an above-grade permit for Blocks 8, 9 or 12).

In addition, as the office development and public plaza on Blocks 1A and 1B will proceed in tandem, the Draft Plan of Subdivision and associated references in the Draft Plan Conditions are proposed to be amended to consolidate Blocks 1A and 1B as a single "Block 1".

To assist in identifying the proposed changes, enclosed herewith is a redline illustrating the proposed changes to the following documents:

- i) Draft Plan of Subdivision, dated June 27, 2018;
- ii) Schedule A of the ZBA, attached as Schedule 2 to the Decision/Order; and
- iii) Draft Plan Conditions, dated December 14, 2018, attached as Schedule 3 to the Decision/Order.

Please note that we will also be preparing an amending Section 37 Agreement, which will implement the proposed changes to Schedule A of the ZBA. We also propose to implement any required technical changes or corrections to the ZBA, which are satisfactory to City Staff and our client, in conjunction with the above noted changes.

Process and Implementation

Subject to obtaining City Council support for the above noted changes, we propose that the revisions to the Draft Plan Conditions and Schedule A of the ZBA be implemented at the Tribunal by way of a request (on consent) to amend the Decision/Order pursuant to Section 35 of the *Local Planning Appeal Tribunal Act* and Rule 25 of the Tribunal's Rules of Practice and Procedure. Attached hereto is a draft letter, seeking approval of the proposed amendments to the Draft Plan Conditions and ZBA, which we propose to submit to the Tribunal upon receiving Council's support for the request.

We note that the City has the authority to clear the conditions of draft plan approval pursuant to section 51(56.1) of the *Planning Act* and to administer final approval of the plan of subdivision

for the purposes of subsection 51(58) of the *Planning Act*. Accordingly, in addition to seeking Council's support for the requested revisions to the revisions to the ZBA and Draft Plan Conditions, we are also seeking the City's approval of the proposed revisions to the Draft Plan of Subdivision in order to consolidate Blocks 1A and 1B as a single "Block 1".

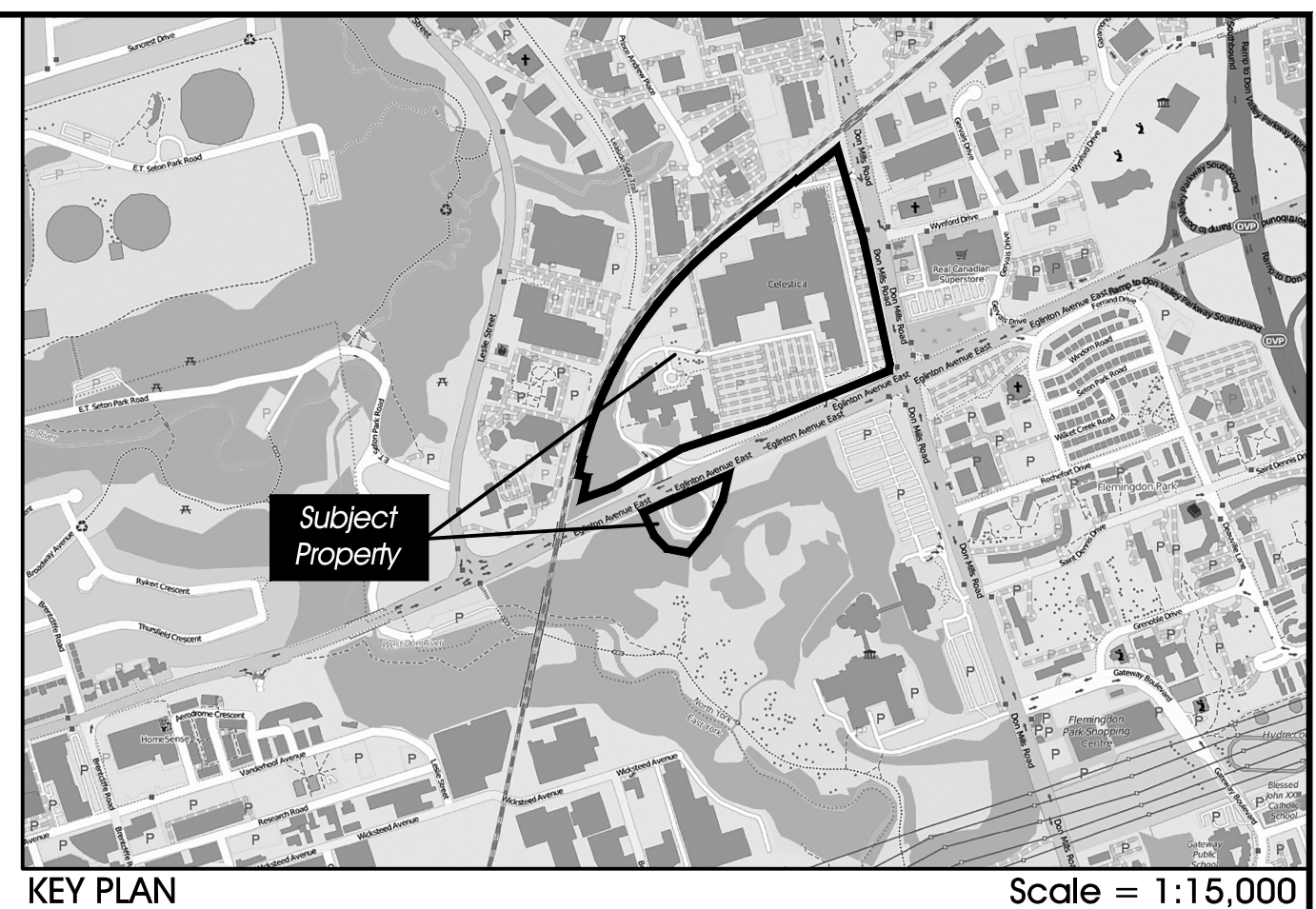
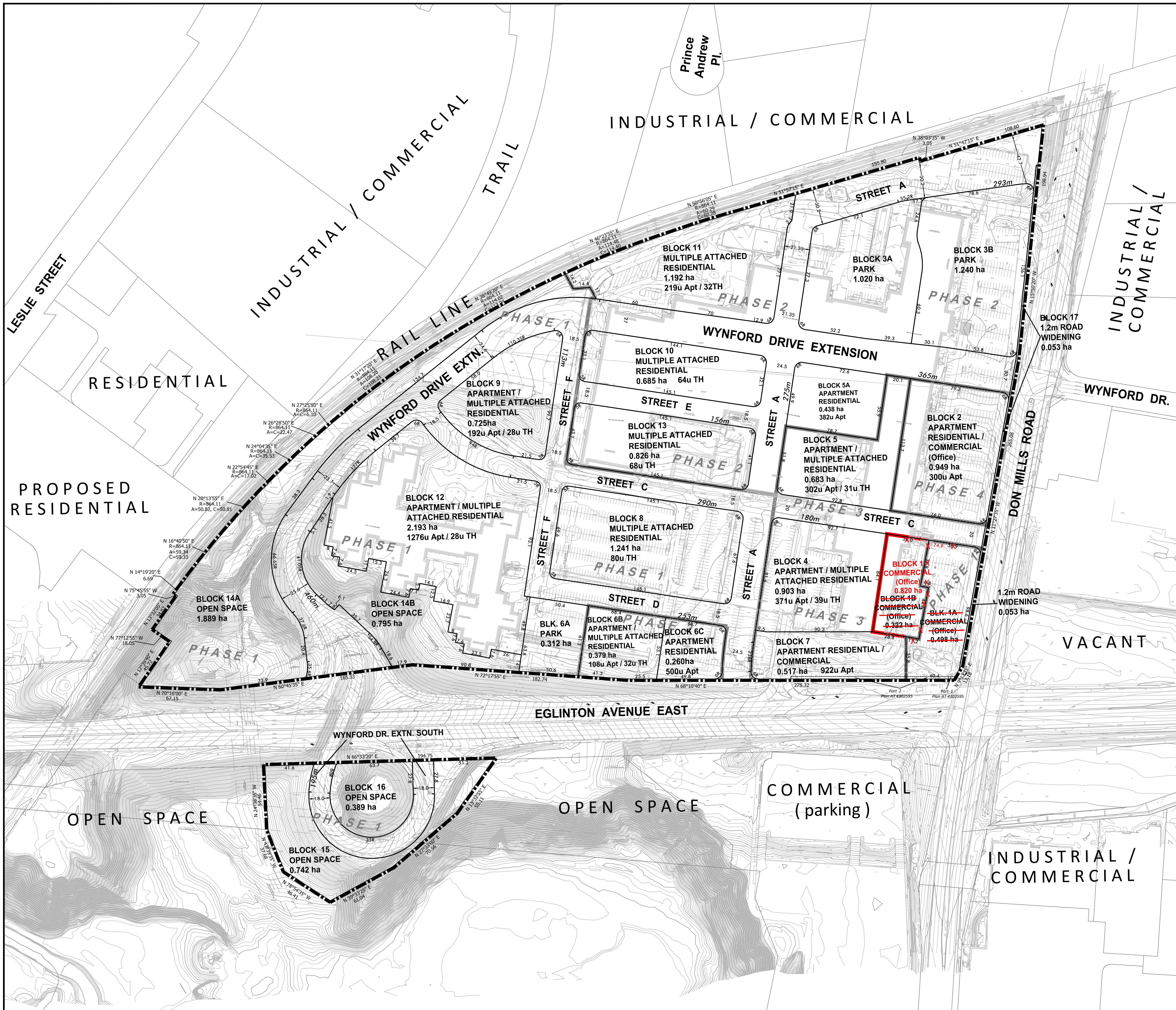
Thank you for your assistance in this regard. If you have any questions or require anything further in this regard, please do not hesitate to contact the undersigned.

Yours truly,



Cynthia A. MacDougall

CAM
Enclosures



KEY PLAN Scale = 1:15,000

AREA TABLE 15211-47dp dated June 27, 2018 15211-1-1RL dated Oct. 8, 2019

Multiple Attached Residential	Blocks 8, 10, 11, 13	3.944
Apartment Residential	Blocks 5A, 6C	0.698
Apartment / Multiple Attached Residential	Blocks 4, 5, 6B, 9, 12	4.883
Apartment Residential / Commercial	Blocks 2, 7	1.466
Commercial (Office)	Block 1A, 1B	0.820
Park	Blocks 3A, 3B, 6A	2.572
Open Space	Blocks 14A, 14B, 15, 16	3.815
1.2m Road Widening	Block 17	0.053
Roads		6.173
TOTAL	Total Blocks = 23	24.424 ha

ROADS

27.0m R.O.W.	365 m	1.037
24.5m R.O.W.	735 m	1.989
20.0m R.O.W.	180 m	0.363
18.5m - 18.0m R.O.W.	1300 m	2.784
TOTAL	2580 m	6.173 ha

UNIT COUNT

Multiple Attached Residential	101.9 uph	402
Apartment Residential	600.3 uph	3350
Apartment Residential / Commercial	833.6 uph	1222
TOTAL	Gross Density = 201.6 uph	4974 u

THIS DRAFT PLAN OF SUBDIVISION IS APPROVED UNDER SECTION 51 OF THE PLANNING ACT THIS DAY OF 15 OCTOBER 2019 SUBJECT TO THE CONDITIONS, SET FORTH IN LETTER DATED _____

CHIEF PLANNER AND EXECUTIVE DIRECTOR, CITY PLANNING DIVISION, CITY OF TORONTO

SURVEYOR'S CERTIFICATE

I certify that: the boundaries of the lands to be subdivided and their relationship to the adjacent lands are correctly shown.

Signature: [Signature] 15 08 2019
Day Month Year

LEGEND

- Subject Property
- Phasing Line

NOTES

All dimensions are in metres.
All area measurements are computer generated.
All elevations refer to Geodetic Datum.

OWNER'S AUTHORIZATION

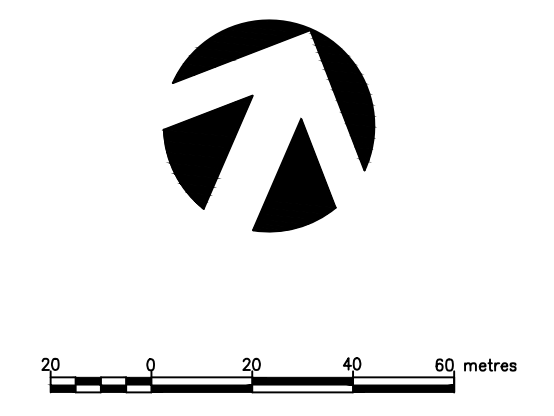
I/we, **1204362 Ontario Inc.**
being the registered owner(s) of the subject lands hereby authorize **BOUSFIELDS INC.** to prepare and submit a draft plan of subdivision for approval.

Signature: _____ Day Month Year

ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT

C. This represents the applicant's entire holding of undeveloped land in this vicinity.
D. Multiple attached residential, apartment residential, apartment / multiple attached residential, apartment residential / commercial (office), commercial (office), park, open space, road widening, roads.
H. Piped water to be provided.
I. Clay loam soil.
K. Sanitary & storm sewers to be provided.

REVISED DRAFT PLAN OF PROPOSED SUBDIVISION PART OF LOTS 1 AND 2, CONCESSION 3 EAST OF YONGE STREET, PART OF LOT 10, CONCESSION 3, FROM THE BAY AND PART OF THE ALLOWANCE FOR ROAD BETWEEN LOT 1, CONCESSION 3, EAST OF YONGE STREET AND LOT 10, CONCESSION 3 FROM THE BAY
(CLOSED BY BY-LAW No. 3027, INSTRUMENT No. NY522326)
CITY OF TORONTO (formerly City of North York)



BOUSFIELDS INC.
3 Church Street, Suite 200
Toronto, Ontario M5E 1M2
P (416) 947-9744
F (416) 947-0781
E drafting@bousfields.ca

Section 37 Provisions Appendix "A"

The facilities, services and matters set out below are required to be provided to the City by the owner at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown on Diagram 1 of By-law - 2019 [Clerks to insert number] in accordance with and as secured in an agreement or agreements under Section 37(3) of the *Planning Act*, in a form satisfactory to the City with conditions providing for upward indexing in accordance with the Statistics Canada Non-Residential Construction Price Index for Toronto of all financial contributions and letters of credit from the date of such agreement (the "Section 37 Agreement"), whereby the owner agrees as follows:

1. For clarity, references to Blocks in this Appendix "A" are to the lands shown on Diagram 5 of By-law - 2019 [Clerks to insert number].
2. Prior to registration of any plan of subdivision for Blocks ~~1B~~, 3A, 3B, 4, 5, 6B, 6C, 7, 10, 11, or 13, or a portion thereof, or such later date as may be satisfactory to the General Manager, PFR, the owner may elect to enter into an agreement (the "Community Centre Agreement"), with the City, subject to conditions set out in the Section 37 Agreement, to construct the Enhanced and Enlarged Community Centre within Block 3A and/or Block 3B, which shall include at a minimum a twin-pad arena and 600 square metres of community space currently planned for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], and shall also include additional recreational facilities and community services, which may include multipurpose rooms, gymnasias, and aquatic facilities, to the satisfaction of the General Manager, Parks, Forestry and Recreation ("PFR"), (the "Enhanced and Enlarged Community Centre").
3. Prior to issuance of the first above-grade **building** permit for any portion of development within Blocks 6B, 6C, 10, 11, 13 and Blocks ~~1B~~, 4, 5 and 7, with respect to whichever Block proceeds to be developed first, the owner shall either:
 - (a) if the owner has entered into the Community Centre Agreement, provide the City with a letter of credit in the amount of twelve million dollars (\$12,000,000.00), to secure the construction of the Enhanced and Enlarged Community Centre, which security shall be released in accordance with the terms of such agreement; or
 - (b) if the owner has not entered into the Community Centre Agreement, make a cash contribution to in the City in the amount of twelve million dollars (\$12,000,000.00), to be used for the construction by the City of the Enhanced and Enlarged Community Centre.
4. Prior to the issuance of first above-grade **building** permit on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of Phase 2) or on Blocks ~~1B~~, 4, 5 and/or 7 (being a portion of Phase 3), whichever is earlier, or at such time as may be set out in the Community Centre Agreement, the final design and cost estimate for the construction of the Enhanced and Enlarged Community Centre, as approved by the General Manager, PFR, will be required, if the owner has entered into the Community Centre Agreement.
5. Prior to the first above-grade **building** permit for development within Blocks 1A, 1B, 8, 9 and 12 (being a portion of Phase 1), the owner shall provide a financial contribution of one million seven hundred and fifty thousand dollars (\$1,750,000) to be used for **parks**

and/or recreational facility improvements in the Flemington Park or Thorncliffe Park neighbourhoods, in consultation with the local Councillor.

6. Prior to the first above-grade **building** permit for [residential development on](#) Blocks 1A, [1B](#), 6A, 8, 9, 12, 14A, 14B, 15, 16 and 17 ("Phase 1"), the owner shall submit a Public Art Plan and provide a financial security of one million two hundred and fifty thousand dollars (\$1,250,000) to secure the commission of public art in a process in accordance with City Planning's Public Art Program (the "Public Art Plan").
7. Prior to the issuance of the first above-grade **building** permit for residential development in Phase 1, the owner agrees to prepare the Public Art Plan in consultation with the local Councillor identifying locations for the anticipated public art works within Blocks 1B (with the completion of public art within 12 months of the first residential use or occupancy of either Blocks 4 or 7), 3A, 3B and/or 6A (with the completion of public art concurrent with the completion of above base **park** improvements), or other Blocks deemed appropriate (completion with the completion of public art as set out in the Public Art Plan), and a cost projection for each proposed location, with the total amount not to exceed the amount identified in Section 6 of this Appendix "A". The Public Art Plan is subject to review and recommendation by the Toronto Public Art Commission through the Chief Planner and Executive Director, City Planning (the "Chief Planner"), and shall be to the satisfaction of the Chief Planner in consultation with the Ward Councillor.
8. In the event the cash contribution(s) referred to in Sections 5 and 6 of this Appendix "A" have not been used for the intended purpose within three (3) years of the date of execution of the Section 37 Agreement, the cash contribution may be redirected for another purpose, at the discretion of the Chief Planner, in consultation with the local Councillor, provided that the purposes are identified in the Toronto Official Plan and will benefit the community in the vicinity of the lands.
9. The owner agrees to design, construct, finish, furnish, and fully equip at its expense, a two-**storey** (ground floor and second floor) non-profit licensed Child Care Facility within the office **building** on Block 1A to accommodate a minimum of 62 children, including infants, toddlers and preschoolers, comprising of a minimum of 985 square metres of interior space and a minimum of 270 square metres of exterior space adjacent to the second floor interior space which may be increased to meet daycare licensing standards, including outdoor storage, and the provision for a child pick-up and drop-off area with safe access to and from the underground garage, to the satisfaction of the Director, Real Estate Services in consultation with the General Manager, Children 's Services (the "Child Care Facility").
10. Prior to occupancy of the office **building** on Block 1A, the owner shall enter into a lease agreement with the City for 99 years for the Child Care Facility in Section 9 of this Appendix "A" to the satisfaction of the Director, Real Estate Services in consultation with the General Manager, Children 's Services and the City Solicitor; and such facility shall be free of all rent, the cost of all utilities and municipal services supplied to the facility, caretaking costs (of the **building** common areas), repair and maintenance costs (excluding wear and tear), property damage, and local improvement charges; and the owner shall agree to the registration of such agreement at the owner 's expense, to the satisfaction of the City Solicitor.

11. Prior to the issuance of the first above-grade **building** permit for Block 1A, the owner shall provide a letter of credit in the amount of four million three hundred seventy one thousand dollars (\$4,371,000), being 120 percent of the value of the Child Care Facility contribution of three million six hundred and forty three thousand dollars (\$3,643,000) to the City in a form and from a bank satisfactory to the Director, Real Estate Services, in consultation with the General Manager, Children 's Services, to secure the Child Care Facility pursuant to Section 9 of this Appendix "A".
12. Within 6 months of occupancy of the office **building** on Block 1A, the Child Care Facility in Section 9 of this Appendix "A" shall be made available to the City. The letter of credit required by Section 11 of this Appendix "A" shall be returned once the Child Care Facility is made available to the City, to the satisfaction of the Director, Real Estate Services, in consultation, with the General Manager, Children 's Services.
13. Prior to the Child Care Facility being made available to the City, the owner shall provide a one-time cash contribution in the amount of one-hundred fifty thousand dollars (\$150,000) to the Child Care Facility Replacement Reserve Fund to replace appliances and large equipment due to wear and tear.
14. Prior to the Child Care Facility being made available to the City, the owner shall provide a one-time cash contribution in the amount of one-hundred fifty thousand dollars (\$150,000) towards start-up operating costs for the defrayment of operational deficits during the first year of operation.
15. The Child Care Facility shall include an exclusive vehicular drop-off and pick-up location of children including the provision of a designated drop off to accommodate a minimum of 2 **vehicles**, which may be located in a **street** layby, the design of which is satisfactory to the Chief Planner, as well as 3 designated **parking spaces** for staff, visitors and daily delivery to be available Monday to and including Friday, from 7:00 a.m. to 6:00 p.m. One of the designated **parking spaces** will be provided free-of-charge for the use of the supervisor of the Child Care Facility to the satisfaction of the General Manager, Children's Services. A parking pass will be provided for officials conducting inspections of the Child Care Facility. An appropriate location for the pick-up/drop-off area will be identified through site plan approval.
16. The owner will construct and operate a minimum 25,000 square metres of affordable rental housing on Block 5A, in accordance with terms satisfactory to the Chief Planner (the "Affordable Rental Housing **Building**").
17. The owner shall construct and enter into Agreements of Purchase and Sale ("the APS") for at least 8 Affordable Ownership Housing Units (the "Affordable Ownership Housing Units") with a non-profit affordable housing provider at nominal cost to the provider, with such units to be located on Block 9 and / or Block 12, with such APS to be assignable at no additional cost, in accordance with the terms satisfactory to the Chief Planner.
18. Prior to the first residential use on the Block containing the Affordable Ownership Housing Units (Block 9 and/or Block 12), the owner shall make ready and available for occupancy such Affordable Ownership Housing Units, in accordance with Section 27, to the satisfaction of the Chief Planner.

19. Prior to issuance of the first above-grade **building** permit on Block 9 and/or Block 12, whichever is earlier, unless such later time is acceptable to the Chief Planner, the owner shall register, to the satisfaction of the City Solicitor, a Section 118 Restriction under the *Land Titles Act* on the portion of the lands containing Affordable Ownership Housing Units agreeing not to transfer or charge any part of such lands without the written consent of the Chief Planner, all to the satisfaction of the Chief Planner.
20. The following additional services, facilities or matters pursuant to Section 37 of the *Planning Act*, as may be required by the Chief Planner are also to be secured in the Section 37 Agreement and/or the zoning by-laws as a legal convenience or otherwise to support development, to be secured on a phased basis, as appropriate:
 - (a) prior to the final order of the Local Planning Appeal Tribunal, the owner agrees to provide alternative rail safety mitigation measures for any proposed development on the lands, which is set back less than 30 metres from the CP Rail corridor, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the Chief Planner, including the following:
 - (i) Proposed rail safety mitigation measures that provide at least the same level of rail safety for nearby residents, workers, visitors and shoppers as the required 30 metre setback and berm;
 - (ii) A development viability report bearing the stamp of a fully insured, qualified, professional structural engineer, in addition to the noise, air quality and vibration reports, showing how at least the same level of rail safety is to be achieved, with reliance to be extended to the City, to be subject to peer review by a rail safety expert retained by and reporting to the City, at the expense of the owner, and to be provided to the Canadian Pacific Railway for review;
 - (iii) If the development viability assessment is accepted by the City:
 - A. construction and on-going maintenance of the alternative mitigation measures will be secured through an agreement between the City and the subject owner;
 - B. warning clauses in all relevant documents should be registered on title to provide notice for future purchasers; and
 - C. the owner of the subject portion of the lands will enter into an agreement with the City to be registered on title, whereby the owner assumes responsibility for, and indemnifies the City from, damages to the property resulting from a derailment on the Canadian Pacific North Toronto rail corridor; and
 - (iv) Any required rail safety, air quality and noise/vibration mitigation **structures** or other measures such as berms and noise walls must be of a high design quality. Berms should be landscaped and maintained and opportunities for murals and community artwork should be pursued on the south face of noise walls and other **structures**;

- (b) prior to the issuance of the first **building** permit (including demolition and/or excavation permit) within each phase of development, being the development of Blocks 1A, 1B, 6A, 8, 9, 12, 14A, 14B, 15, 16 and 17, ("Phase 1), Blocks 3A, 3B, 5A, 6B, 6C, 10, 11 and 13 ("Phase 2"), Blocks ~~4B~~, 4, 5 and 7 ("Phase 3"), and Blocks 2A and 2B ("Phase 4"), respectively, the owner shall submit a construction management plan and neighbourhood communication strategy for such phase of development, to the satisfaction of the Chief Building Official, and Executive Director of Engineering and Construction Services in consultation with the Chief Planner and Executive Director City Planning, and thereafter shall implement such approved plan(s) to the satisfaction of such City Officials;
- (c) no above-grade **building** permit, including for clarity any conditional above-grade **building** permit, on Blocks ~~4B~~, 4, 5, 6B, 6C, 7, 10, 11, and 13 (being a portion of Phase 2 and Phase 3), shall be issued prior to:
 - (i) Issuance of the first above-grade **building** permit for the affordable housing Block 5A; and
 - (ii) Conveyance of Blocks 3A and 3B to the City;
- (d) no above-grade **building** permit for any **buildings** on Blocks 5 and 7 shall be issued, prior to the Affordable Rental Housing **Building** on Block 5A being ready and available for occupancy to the satisfaction of the Chief Planner and the Chief Building Official;
- (e) prior to any residential use on Blocks 8, 9 and 12, all existing **manufacturing uses** and industrial uses located on the lands shown on Diagram 1 of By-law - 2019 [**Clerks to insert number**] will cease operation, to the satisfaction of the Chief Planner;
- (f) prior to any residential use on Block 12, the owner shall:
 - (i) Apply for and receive a Toronto Region Conservation Authority ("TRCA") Permit under O. Reg. 166/06 on behalf of itself and the City of Toronto for a trail connection from Block 15 to E. T. Seton Park, and associated road, underpass and sidewalk works. The TRCA permit application shall include the preparation of a natural heritage impact study, a geotechnical slope stability assessment, and associated restoration and planting plans, and any other necessary studies and plans, to the satisfaction of TRCA; and
 - (ii) Construct the works satisfactory to the General Manager, PFR;
- (g) no above-grade **building** permits for any **buildings** on Blocks 8, 9 or 12, shall be issued until the first above-grade permit is issued for Block 1A (office), to the satisfaction of the Chief Planner;
- (h) prior to any residential use on Block 12, an occupancy permit shall be issued for the **building** on Block 1A (office);

- (i) prior to registration of a plan of subdivision for Blocks ~~1B~~, 2A, 2B, 3A, 3B, 4, 5, 5A, 6B, 6C, 7, 10, 11, and 13, or immediately thereafter, the owner shall register, to the satisfaction of the City Solicitor, a Section 118 Restriction under the *Land Titles Act* on Block 5A agreeing not to transfer or charge any part of the lands without the written consent of the Chief Planner or his designate;
- (j) the owner agrees to the following heritage preservation matters for the lands shown as 844 Don Mills Road on Diagram 1 of By-law - 2019 [Clerks to insert number]:
 - (i) Carefully document, dismantle and store the reconstructed heritage elements (entrance portals) until such time that they can be re-introduced in tandem with phasing and construction related to development of Blocks 4 and 5A, all to the satisfaction of the Senior Manager, Heritage Preservation Services;
 - (ii) Prior to the issuance of a demolition permit for 844 Don Mills Road, submit a dismantling and reconstruction plan, lighting plan and interpretation plan, for the heritage elements (entrance portals), to the satisfaction of the Senior Manager, Heritage Preservation Services; and
 - (iii) To design and construct a Base Building for each **building** on Blocks 4 and 5A as shown on Diagrams 6 and 7 of By-law - 2019 [Clerks to insert number], that incorporates the entrance portals, including the use of appropriate exterior finishes, the details of which to be secured during site plan approval, all to the satisfaction of the Senior Manager, Heritage Preservation Services;
- (k) prior to the earlier of final site plan approval or the issuance of any **building** permit on Block 12, including for clarity any conditional permit or any demolition permit but excluding any **building** permit otherwise acceptable to the Senior Manager, Heritage Preservation Services, the owner shall:
 - (i) Provide a detailed Conservation Plan, prepared by a qualified heritage consultant, for the existing **building** located on the lands shown as 1150 Eglinton Avenue East on Diagram 1 of By-law - 2019 [Clerks to insert number], substantially in accordance with the heritage impact assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services (the "Conservation Plan");
 - (ii) Enter into a Heritage Easement Agreement with the City for the property at 1150 Eglinton Avenue East substantially in accordance with the Heritage Impact Assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services subject to and in accordance with the approved Conservation Plan required in Section 20(k)(i) of this Appendix "A", all to the satisfaction of

the Senior Manager, Heritage Preservation Services, and shall register such agreement to the satisfaction of the City Solicitor; and

- (iii) Provide a letter of credit, including provisions for upward indexing, in a form and amount and from a bank satisfactory to the Senior Manager, Heritage Preservation Services to secure all work included in the approved Conservation Plan;
- (l) prior to issuance of Notice of Approval Conditions for the first residential development of the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], the owner agrees to produce urban design guidelines, to the satisfaction of the Chief Planner, that will:
 - (i) Achieve a high quality public realm;
 - (ii) Allow incremental development with each phase (as set out in Section 20(b) of this Appendix "A") adding to the fully built out development;
 - (iii) Provide a context for existing heritage features for both landscape and **buildings**;
 - (iv) Foster design excellence, and an innovative architecture and landscape design; and
 - (v) Provide explicit direction for the new portions of the development, particularly those Blocks that are adjacent to 844 Don Mills Road and 1150 Eglinton Avenue East, in order to capitalize on the important thematic qualities of modernist architecture inherent in the design of these landmarks, and to ensure a continued spirit of architectural excellence augments the importance of other noteworthy **buildings** of the post-war era that contribute to the unique heritage of the Don Mills community;
- (m) prior to Notice of Approval Conditions for each of Blocks 8, 10 and 13, the owner agrees to provide architectural control guidelines in respect of each such Block to the satisfaction of the Chief Planner;
- (n) prior to the issuance of any above-grade **building** permit on Blocks 1A, 1B, 8, 9, and 12 (being a portion of Phase 1), the owner is required to pay five hundred thousand dollars (\$500,000) for the remainder of the parkland dedication requirement through cash-in-lieu. Such cash-in-lieu payment and the dedication of Blocks 3A, 3B and 6A satisfies the parkland dedication for the development before City Council. In the event the owner does not construct the Enhanced and Enlarged Community Centre as set out in Section 2 of this Appendix "A", the General Manager, PFR may, in his or her sole discretion, reallocate the owner's \$500,000 payment to the cost of above base **park** improvements on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number];
- (o) the maximum permitted **gross floor area** and residential **gross floor area** on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number] is 455,640 square metres and 382,150 square metres, respectively, plus an

additional 5,000 squares metres of residential **gross floor area** permitted for a **nursing home** use or any density permitted with respect to Blocks 6A, 3A, and 3B. Should the owner receive approval for a future minor variance or rezoning which increases the maximum permitted residential **gross floor area** and/or the maximum permitted non-residential **gross floor area** beyond the amount permitted by By-law - 2019 [Clerks to insert number], the owner shall be responsible for an increase in parkland dedication to the extent that the new additional approved density triggers a requirement for a greater parkland dedication than that required for the maximum permitted **gross floor area** and residential **gross floor area**, above, by way of a cash-in-lieu payment and/or land in accordance with all legal requirements at the time the parkland dedication is required, including but not limited to, requirements in accordance with the parkland dedication rates in the *Planning Act*, the *Condominium Act*, the Official Plan and the Parkland Levy By-law;

- (p) the owner agrees to provide the following transportation-related improvements:
- (i) Prior to September 15, 2018 and, in any event, no later than execution of the Section 37 Agreement, pay for the cost of a phase 3 and 4 municipal class environmental assessment in an amount of three hundred and fifty thousand dollars (\$350,000), for the extension of Wynford Drive and an active transportation connection to the Don Mills Trail across the railway tracks to the west of the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number] (the "Active Rail Crossing") on such terms and conditions satisfactory to the General Manager, Transportation Services and in a form satisfactory to the City Solicitor;
 - (ii) Within 30 days of study completion of the phase 3 and 4 municipal class environmental assessment, as set out in the Section 37 Agreement, provide a schedule for the submission and review of detailed design submissions (including, at a minimum, submissions at the 30/60/90/100 percent stages) for the Active Rail Crossing to the satisfaction of the General Manager, Transportation Services;
 - (iii) To provide refined cost estimates as part of the 30/60/90/100 detailed design submissions for proposed hard and soft costs, to the satisfaction of the General Manager, Transportation Services;
 - (iv) Within one year of study completion of the phase 3 and 4 municipal class environmental assessment as set out in the Section 37 Agreement, to design the Active Rail Crossing to 60 percent detailed design to the satisfaction of the General Manager, Transportation Services;
 - (v) Prior to the City securing the land rights to extend the existing active transportation trail across the rail corridor to the lands and required third party approvals, to design the Active Rail Crossing to 100 percent detailed design to the satisfaction of the General Manager, Transportation Services;
 - (vi) Within two years of the City securing the land rights set out in Section 20(p)(v) of this Appendix "A" the required third party approvals, as well as

any City funding if required, to construct and make operational the Active Rail Crossing to the satisfaction of the General Manager, Transportation Services, unless the City has not secured the land rights and required third party approvals and any required funding within three years of approving a 100 percent detailed design for the Active Rail Crossing. If such matters have not been secured within the aforesaid three-year period, Section 20(p)(vii) of this Appendix "A" does not apply;

- (vii) No above-grade **building** permit, but excluding any **building** permit otherwise acceptable to the General Manager, Transportation Services, will be issued for Blocks 2A and/or 2B until the Active Rail Crossing has been constructed and made operational to the satisfaction of the General Manager, Transportation Services;
- (viii) Prior to the issuance the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and 13 (being a portion of Phase 2) and Blocks ~~4B~~, 4, 5 and 7 (being a portion of Phase 3), whichever is earlier, to submit a letter of credit in a form and amount and from a bank to the satisfaction of the General Manager, Transportation Services, for four million dollars (\$4,000,000) for the Active Rail Crossing;
- (ix) To adhere to City policies, as applicable, for procurement and construction of the Active Rail Crossing including but not limited to the City's Fair Wage and Labour Trade Contractual Obligations Policy (see Chapter 67 of the City of Toronto Municipal Code) or its successor;
- (x) Prior to any **building** permit for Block 1A, except for excavation and shoring, the owner shall submit a financial guarantee in the form of an irrevocable letter of credit in an amount satisfactory to the Chief Planner and the General Manager, Transportation Services for the proposed underground pedestrian connection to the Eglinton Crosstown LRT (the "LRT") tunnel, as required to the City of Toronto;
- (xi) Prior to occupancy of the office **building** on Block 1A, to design, construct, and make operational a direct underground connection from such **building**, underneath Don Mills Road and/or Eglinton Avenue East into the LRT underground system for pedestrian access, with a minimum width of five (5) metres or the minimum width required by Metrolinx, to the satisfaction of the Chief Planner and the General Manager, Transportation Services. In the event the owner is unable to obtain the necessary rights to construct and complete the direct underground connection, the Chief Planner may extend the time to construct and make operational the direct underground connection in his sole discretion;
- (xii) To provide a minimum of twenty five (25) publicly accessible car-share spaces on the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]**, generally located on the Blocks identified in the Section 37 Agreement, with specific locations to be identified at site plan approval for the subject Blocks, to the satisfaction of the Chief Planner, in consultation with the General Manager, Transportation Planning;

- (xiii) Prior to issuance of the first above-grade **building** permit on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], provide one-time funding for five (5) bike-share stations totaling two hundred and fifty thousand dollars (\$250,000) (\$50,000 per station), and submit a general plan identifying locations on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number] for five (5) bike-share facilities, with detailed information to be secured at site plan approval; all to the satisfaction of the General Manager, Transportation Services, and the Chief Planner and Executive Director of City Planning;
- (xiv) Prior to registration of any plan of subdivision for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], submit a plan identifying locations for publicly accessible rideshare drop-off locations on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], to the satisfaction of the Chief Planner;
- (xv) To design and construct Blocks 1A, 1B, 4 and 7 with a shared underground parking facility with direct underground access to the below grade LRT connection and consolidate parking and loading access/facilities for these Blocks, the detailed design and location of such facilities to be secured through site plan approval, all to the satisfaction of the Chief Planner. For clarity, such pedestrian connection may be combined with vehicular access in the underground parking facilities, to the satisfaction of the Chief Planner;
- (xvi) To design and construct Blocks 2A, 2B, 5 and 5A with a shared underground parking facility and consolidate parking and loading access/facilities for the Blocks, the detailed design and location of such facilities to be secured through site plan approval, all to the satisfaction of the Chief Planner. For clarity, such pedestrian connection may be combined with vehicular access in the underground parking facilities, to the satisfaction of the Chief Planner;
- (xvii) Prior to the issuance of any **building** permit on Block 2A and/or 2B, to design, construct, and make operational a pedestrian connection between underground parking facilities and provide knock-out panels underneath the lands shown as Street C between Blocks 1A, 1B, 4, 7 and Blocks 2A, 2B, 5, 5A on Diagram 5 of By-law - 2019 [Clerks to insert number], to the satisfaction of the Chief Planner. For clarity, such pedestrian connection may be combined with vehicular access in the underground parking facilities;
- (xviii) To illustrate the locations of such future connection and knockout panels on the site plans for Blocks 1A, 1B, 4, 7 and Blocks 2A, 2B, 5, 5A to the satisfaction of the Chief Planner;
- (xix) To design, install and provide real-time transportation displays for all **buildings** shown as five **storeys** or greater on Diagrams 6 to 11, inclusive, of By-law - 2019 [Clerks to insert number], to be secured through site plan approval, the satisfaction of the Chief Planner;

- (xx) To provide and designate twenty-five (25) carpool spaces within the underground parking of ~~Block~~Blocks 1A and 1B (office) and fifteen (15) carpool spaces within the underground parking of Block 2B (office), or as otherwise agreed to by the Chief Planner;
- (xxi) To provide a minimum of 20 percent of **parking spaces** designated for low-emission **vehicles** and install rough-in connections for publicly accessible plug-in stations for electric **vehicle** charging facilities as part of all development phases (as set out in Section 20(b) of this Appendix "A") to the satisfaction of the Chief Planner;
- (xxii) To design, and construct with specifications and in locations to the satisfaction of the Chief Planner, in consultation with the General Manager of Transportation Services, conduits to on-street **parking spaces** for future electric **vehicle** charging facilities for **public parking** and shared **vehicles**;
- (xxiii) As part of site plan approval for each **building** shown as five **storeys** or greater on Diagrams 6 to 11, inclusive, of By-law - 2019 [Clerks to insert number], to provide space and design for at least one bicycle repair stand, to be secured through site plan approval, to the satisfaction of the Chief Planner;
- (xxiv) To provide additional bicycle parking as per Tier 2 in the Toronto Green Standard or additional publicly accessible short-term bike parking facilities with shelter and lockers, to the satisfaction of the Chief Planner;
- (xxv) Prior to registration of a plan of subdivision for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], to submit a one-time payment in the amount of fifty thousand dollars (\$50,000) for Smart Commute services to City Planning Division in the form of a bank draft or certified cheque;
- (xxvi) As part of site plan approval for each **building** shown as five **storeys** or greater on Diagrams 6 to 11, inclusive, of By-law - 2019 [Clerks to insert number], to design and provide for pick-up-drop-off space for taxi/rideshares and deliveries, to the satisfaction of the Chief Planner;
- (xxvii) Prior to the registration of a plan of subdivision for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], to provide a one-time funding contribution to the City of fifty thousand dollars (\$50,000) for a transportation monitoring program, to the satisfaction of the General Manager, Transportation Services;
- (q) the owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard (with the exception of bicycle parking facilities and Enhanced and Enlarged Community Centre which shall be in accordance with Tier 2 to the satisfaction of the Chief Planner);

- (r) as part of site plan approval for all **buildings** shown as over four storeys in height on Diagrams 6-11, inclusive, of By-law - 2019 [Clerks to insert number], the owner shall submit wind studies, to the satisfaction of the Chief Planner; and
 - (s) the owner agrees not to register a plan of subdivision for any of Blocks ~~4B~~, 2A, 2B, 3A, 3B, 4, 5, 5A, 6B, 6C, 7, 10, 11 and/or 13 until the Don Mills Crossing Secondary Plan is adopted by City Council.
21. The owner of each phase of development, being the development of Blocks 1A, 1B, 6A, 8, 9, 12, 14A, 14B, 15, 16 and 17, (Phase 1), Blocks 3A, 3B, 5A, 6B, 6C, 10, 11 and 13 (Phase 2), Blocks ~~4B~~, 4, 5 and 7 (Phase 3), and Blocks 2A and 2B (Phase 4), respectively, shall provide and maintain within each phase of the development:
- (a) a minimum of forty percent (40 percent) of the total number of **dwelling units** within such phase, excluding the Affordable Rental Housing **Building** required by Section 16 of this Appendix "A" and the Affordable Ownership Housing Units required by Section 17 of this Appendix "A", as two-bedroom or three-bedroom units of which:
 - (i) A minimum of ten percent (10 percent) of the **dwelling units** referred to in Section 21(a) shall be provided as three-bedroom units having a minimum size of 100 square metres of residential **gross floor area**;
 - (ii) A minimum of fifteen percent (15 percent) of the **dwelling units** referred to in Section 21(a) shall be provided as either:
 - A. two-bedroom units having a minimum size of 87 square metres of residential **gross floor area**; and
 - B. three-bedroom units having a minimum size of 100 square metres of residential **gross floor area**; or
 - (iii) A combination of two-bedroom units and three-bedroom units in accordance with the minimum unit size requirements in (A) and (B) above; and
 - (b) notwithstanding the unit size requirements identified in Sections 21(a)(i) and 21(a)(ii) above, such lesser unit size and bedroom requirements as may be required by the Don Mills Secondary Plan, as finally approved.
22. As part of the first site plan application for each phase of the development as set out in Section 21 of this Appendix "A", the owner of each phase shall submit a housing report which addresses the requirements identified in accordance with Section 21 of this Appendix "A" and identifies:
- (a) the proposed number of two and three-bedroom units for each Block within the subject Phase; and
 - (b) proposed minimum unit sizes for such two and three-bedroom units for each Block within the subject phase.

23. For clarity, the owner of each phase is not required to provide the minimum unit sizes and bedroom requirements identified in accordance with Section 21 of this Appendix "A" on any individual Block, provided such requirements are satisfied collectively for each phase. In addition, the maintenance of the minimum unit sizes and bedroom requirements shall be secured as part of site plan approval for any individual Block or portion thereof, to the satisfaction of the Chief Planner.
24. The owner agrees to provide and maintain all related facilities that comprise the Affordable Rental Housing **Building** and the lands within Block 5A in accordance with the terms of the Section 37 Agreement, including the following:
- (a) the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be comprised of at least 25,000 square metres of residential **gross floor area**, (exclusive of indoor amenity space);
 - (b) prior to issuance of any above-grade **building** permit on Blocks 5 and 7, the Affordable Rental Housing **Building** on Block 5A shall be ready and available for occupancy, to the satisfaction of the Chief Planner and the Chief Building Official;
 - (c) no above-grade **building** permit, including for clarity any conditional above-grade **building** permit, on Blocks ~~1B~~, 4, 5, 6B, 6C, 7, 10, 11, and 13 (being a portion of Phase 2 and Phase 3), shall be issued prior to:
 - (i) Issuance of the first above-grade **building** permit for the Affordable Rental Housing **Building** on Block 5A; and
 - (ii) Conveyance of Blocks 3A and 3B to the City;
 - (d) no portion of the affordable rental housing units on Block 5A shall be registered as condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a unit, and no application for conversion for non-rental housing purposes, or application to demolish any portion of the affordable rental housing units can be made for a period which shall not be less than a continuous forty-nine (49) year period commencing on the date of the first occupancy of the each affordable rental housing unit to be occupied on Block 5A (the "49 Year Period");
 - (e) when the 49 Year Period has expired, the affordable rental housing units shall continue to be provided and maintained as rental dwelling units on Block 5A, unless and until such time as the owner has applied for and obtained all approvals necessary to do otherwise as set out in the Section 37 Agreement;
 - (f) the affordable rental housing units will be maintained with affordable rents during the first 25 years from the date when each of the units are first occupied , such that the initial rent shall not exceed 1 times the average City of Toronto rent, by unit type (number of bedrooms), inclusive of utilities (heat, electricity, gas, and water, but excluding vehicle parking, internet and cable television charges) as reported annually by the Canada Mortgage and Housing Corporation in its Fall Rental Market Report;

- (g) increases to the initial rents charged to tenants who commenced occupancy of any of the affordable rental housing units during the first 25 years of occupancy may be escalated annually by not more than the provincial rent increase guideline until the tenancy ends, subject to any applicable above guideline increases permitted in the Section 37 Agreement;
- (h) at least ten (10) percent of the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be designed as three-bedroom units or larger in compliance with the provisions of the Ontario Building Code, all of which shall have bedrooms located on an exterior wall with glazing in each bedroom;
- (i) at least twenty (20) percent of the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be designed as two-bedroom units or larger in compliance with the provisions of the Ontario Building Code;
- (j) no more than seventy (70) percent of the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be bachelor or one-bedroom units, of which bachelors may not comprise more than 15 percent of the total number of affordable rental housing units; and
- (k) the minimum floor area for the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be as follows, where all measurements shall be made in accordance with Tarion Bulletin 22:
 - (i) Bachelor units shall have a minimum size of at least 40 square metres;
 - (ii) One-bedroom units shall have a minimum size of at least 45 square metres;
 - (iii) Two-bedroom units shall have a minimum size of at least 68 square metres; and
 - (iv) Three-bedroom units shall have a minimum size of at least 90 square metres.

25. The Affordable Rental Housing **Building** on Block 5A shall also include the facilities and services as set out in the Section 37 Agreement, including:

- (a) *amenity space*: the indoor and outdoor amenity spaces that are part of the Affordable Rental Housing **Building** shall include the following criteria:
 - (i) Indoor amenity space will be provided at a minimum ratio of 2 square metres per unit and will contain a multipurpose room with kitchen and access to a barrier-free bathroom and will have direct access to outdoor amenity space subject to By-law - 2019 [Clerks to insert number], or otherwise satisfactory to the Chief Planner;
 - (ii) Outdoor amenity space will be provided for the Affordable Rental Housing **Building** on Block 5A at a minimum ratio of 2 square metres per unit

subject to the By-law - 2019 [Clerks to insert number] or otherwise satisfactory to the Chief Planner; and

- (iii) For clarity, the minimum amounts of amenity space referred to in this Section 25 shall be for the exclusive use of the residents of the Affordable Housing Rental **Building**.

26. The owner shall provide a minimum of eight (8) affordable ownership housing units in accordance with the requirements of the Section 37 Agreement (the "Affordable Ownership Housing Units"):
- (a) the Affordable Ownership Housing Units shall be located on Block 9 and/or Block 12;
 - (b) the total residential **gross floor area** of the Affordable Ownership Housing Units shall have a minimum total residential **gross floor area** of 720 square metres and will be provided in either a **townhouse** or **apartment building** form;
 - (c) the following minimum sizes and types shall be provided to the satisfaction of the Chief Planner. All measurements and unit sizes shall be made in accordance with Tarion Bulletin 22:
 - (i) No fewer than four of the Affordable Ownership Housing Units shall have at least three bedrooms and have a minimum residential **gross floor area** of 100 square metres per unit; and
 - (ii) No fewer than four of the Affordable Ownership Housing Units shall have at least two bedrooms and have a minimum residential **gross floor area** of 80 square metres per unit;
 - (d) each bedroom in each Affordable Ownership Housing Unit shall have a window that opens and closes and be a bedroom as defined by the Ontario Building Code;
 - (e) each Affordable Ownership Housing Unit shall be constructed to a fully-finished condition, to a similar standard of materials, workmanship and finishings as the **townhouse** or **apartment building** units on Blocks 8, 9, and 12, to the satisfaction of the Chief Planner;
 - (f) each Affordable Ownership Housing Unit will have access to all **building** facilities and amenities on the same terms and conditions as all other residents of the condominium units in the subject **building** or subject phase of development (being Blocks 8, 9, and 12), as appropriate, to the satisfaction of the Chief Planner; and
 - (g) the layouts and locations of each of the Affordable Ownership Housing Units, including the locations of Affordable Ownership Housing Unit **parking spaces**, shall be proposed in consultation with the affordable ownership housing provider, shall be shown on the drawings submitted as part of the Site Plan Application for the Block on which the Affordable Ownership Housing Units are to be constructed, and shall be to the satisfaction of the Chief Planner.

27. The Owner shall convey the Affordable Ownership Housing Units, in fee simple and at nominal cost, to an affordable ownership housing provider subject to the following:
- (a) prior to the issuance of the first above-grade **building** permit for the Block on which the Units are located (being Block 9 and/or Block 12), the owner of such Block shall enter into an agreement of purchase and sale with the affordable housing provider and/or the City to secure the provision and conveyance of the Affordable Ownership Housing Units to the affordable housing provider in accordance with the terms of the Section 37 Agreement;
 - (b) the owner shall complete and have ready for occupancy the Affordable Ownership Housing Units prior to:
 - (i) The first residential use within each **building** containing any Affordable Ownership Housing Units on the Affordable Ownership Housing Block; and
 - (ii) The conveyance to the affordable ownership housing provider;all to the satisfaction of the Chief Planner, and upon such conveyance, the affordable ownership housing block owner is responsible for the continuing provision and maintenance of the Affordable Ownership Housing Units.
28. Each of the Affordable Ownership Housing Units will be maintained as affordable in accordance with the Section 37 Agreement for a period of at least twenty (20) years for each Affordable Ownership Housing Unit from the sale closing date for the first eligible purchaser of an Affordable Ownership Housing Unit during which time the unit may only be sold at the affordable ownership housing price and only to an eligible purchaser in accordance with the terms of the Section 37 Agreement.
29. Prior to the issuance of the first above-grade **building** permit for the affordable ownership housing Block (being Block 9 and/or Block 12), the owner shall register a Section 118 Restriction under the *Land Titles Act* on the affordable ownership housing Block, in a form and with priority to the satisfaction of the City Solicitor, restricting any transfer or charge of the Block during the affordable ownership housing affordability period without the consent of the Chief Planner as set out in the Section 37 Agreement.
30. The owner shall convey to the City any necessary public easements securing access to the publicly accessible private open spaces ("POPS") and or surface easement(s), to the satisfaction of the City Solicitor, and Chief Planner, including:
- (a) over the Block 1B plaza space (POPS) as generally shown on Diagram 7 of By-law - 2019 **[Clerks to insert number]**;
 - (b) the Future Private Street public access having a minimum width of 16.5 metre (surface easement) as generally shown on Diagram 12 of By-law - 2019 **[Clerks to insert number]**;
 - (c) over Block 12 between Public Street C and Block 14B connecting in between the central and eastern most towers (POPS) as generally shown on Diagram 8 of By-law - 2019 **[Clerks to insert number]**;

- (d) the easements will acknowledge the use of the space as part of a large pedestrian area which will be animated with a variety of activities throughout the year, but a portion of which will remain open and accessible to the public, subject to temporary closures on terms and conditions satisfactory to the Chief Planner and permitted encroachments for commercial activities, **buildings** and **structures** where appropriate and permitted by By-law - 2019 [Clerks to insert number]; and
 - (e) the exact location and design and timing of delivery of the POPS and surface easement(s) to be determined in the context of site plan approval.
31. Upon registration of a plan of subdivision including Blocks ~~4A~~, 8, 9, and 12, the owner shall convey Block 6A to the City free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR and in consultation with the City Solicitor with respect to the easements, encumbrances and encroachments.
32. Prior to the issuance of the first above-grade **building** permit on Blocks 8, 9, and/or 12, the owner shall:
- (a) submit a cost estimate and any necessary plans for the base **park** improvements for Block 6A to the satisfaction of the General Manager, PFR; and
 - (b) post an irrevocable letter of credit, including provisions for upwards indexing, in a form and from an institution and in the amount of 120 percent of the value of the base **park** improvements for Block 6A, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with base **park** improvements, in accordance with the terms of the Section 37 Agreement.
33. Prior to first residential use on Blocks 8, 9, and/or 12, the construction of the base **park** improvements to Block 6A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the base **park** improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of base **park** improvements.
34. The owner may elect to provide above base **park** improvements on Block 6A for a Development Charges credit as set out in Section 46 of this Appendix "A". If the owner elects to provide above base **park** improvements on Block 6A, the following conditions apply:
- (a) prior to the issuance of the first above-grade **building** permit on Blocks 8, 9, and/or 12, the owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of Development Charges credit as set out in Section 46 of this Appendix "A";

- (b) prior to the issuance of the first above-grade **building** permit on Blocks 8, 9, and/or 12 (being a portion Phase 1), the owner is required to submit working drawings, specification and landscape plans for Block 6A showing the scope and detail of the work for the above base **park** improvements for review and approval by the General Manager, PFR; and
- (c) prior to first residential use on Blocks 8, 9, and/or 12, the construction of above base **park** improvements to Block 6A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the above base **park** improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the completion of the above base **park** improvements.

3535. Prior to the issuance of any above-grade **building** permit on Blocks 1A, 1B, 8, 9 and/or 12 (a portion of Phase 1), the owner will be required to:

- (a) register a reference plan (or plans) on title to the property municipally known as 844 Don Mills Road showing the Block 3A ~~lands~~ and the Block 3B lands, to the satisfaction of the City Solicitor;
- (b) provide a title opinion to the City for ~~each of~~ the Block 3A and the Block 3B ~~Lands~~lands, to the satisfaction of the City Solicitor; and
- (c) register a Section 118 Restriction under the *Land Titles Act* in a form and with priority to the satisfaction of the City Solicitor, agreeing not to transfer or charge all or any part of Block 3A and/or Block 3B without the consent of the General Manager, PFR, in order to restrict any conveyance other than as contemplated by Sections 31 and 32 of this Appendix "A";

where all of (a)-(c) above shall be in a form that is to the satisfaction of the City Solicitor.

36. Block 3B shall be conveyed to the City 45 days after:

- (a) the later of:
 - (i) Peer-reviewed environmental reports and peer-reviewed remediation completed, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, filing of the Record of Site Condition on the Ontario Environmental Site Registry and submitting the Ministry 's Letter of Acknowledgement;
 - (ii) Completion of required parkland improvements set out in the Section 37 agreement (base **park** improvements) including demolition and removal of the factory **building**,

but in any event prior to plan registration of any plan of subdivision for Blocks ~~1B,~~ 3A, 3B, 4, 5, 5A, 6B, 6C, 7, 10, 11, and 13; or

- (iii) completion of the Enhanced and Enlarged Community Centre should the owner agree to design and construct the Enhanced and Enlarged Community Centre.
- 37. Prior to the issuance of the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of the Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of the Phase 3), whichever is earlier, the owner shall:
 - (a) submit a cost estimate and any necessary plans for the base **park** improvements for Block 3B to the satisfaction of the General Manager, PFR; and
 - (b) post an irrevocable letter of credit, in a form and from an institution and in the amount of 120 percent of the value of the base **park** improvements for Block 3B, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the Development for costs associated with base **park** improvements.
- 38. Prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of the base **park** improvements to Block 3B shall be completed, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the base **park** improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of base **park** improvements.
- 39. The owner may elect to provide above base **park** improvements on Block 3B for a Development Charges credit as set out in Section 46 of this Appendix "A". If the owner elects to provide above base **park** improvements on Block 3B, the following conditions apply:
 - (a) prior to the issuance of the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of Development Charges credit as set out in Section 46;
 - (b) prior to the issuance of the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit working drawings, specification and landscape plans for Block 3B showing the scope and detail of the work for the above base **park** improvements for review and approval by the General Manager, PFR; and
 - (c) prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of above base **park** improvements to Block 3B shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion

of the above base **park** improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of the above base **park** improvements.

40. Block 3A shall be conveyed to the City prior to the registration of the plan of subdivision for Phase 2 (Blocks 5A, 6B, 6C, 10, 11 and 13) or Phase 3, (Blocks ~~1B~~, 4, 5 and 7) whichever is earlier, complete with required parkland improvements set out in the Section 37 Agreement (base **park** improvements) including demolition and removal of the factory **building**, to the City as parkland dedication, unless the owner agrees to undertake above base **park** improvements as set out in the Section 37 Agreement.
41. Prior to the issuance of the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner shall:
 - (a) submit a cost estimate and any necessary plans for the base **park** improvements for Block 3A to the satisfaction of the General Manager, PFR; and
 - (b) post an irrevocable letter of credit, in a form and from an institution and in the amount of 120 percent of the value of the base **park** improvements for Block 3A, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with base **park** improvements.
42. Prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of the base **park** improvements to Block 3A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the base **park** improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of base **park** improvements.
43. The owner may elect to provide above base **park** improvements on Block 3A for a Development Charges credit as set out in Section 46 of this Appendix "A". If the owner elects to provide above base **park** improvements on Block 3A, the following conditions apply:
 - (a) prior to the issuance of the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to equal to 120 percent of Development Charges credit as set out in Section 28;
 - (b) prior to the issuance of the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit working drawings, specification and landscape plans for Block 3A showing the scope and detail of the work for the above base **park** improvements for review and approval by the General Manager, PFR; and

- (c) prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks-~~4B~~, 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of above base **park** improvements to Block 3A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the above base **park** improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of the above base **park** improvements.
44. Prior to the issuance of any above-grade **building** permit for any **building** or **structure** adjacent to Blocks 6A, 3A, and/or 3B, the owner agrees to demonstrate adequately that the Ontario Building Code requirements have been achieved to the satisfaction of the General Manager, PFR. For greater clarity, Blocks 6A, 3A, and 3B shall be deemed to be parkland in respect of the limiting distance requirements of the *Building Code Act*. The owner shall achieve setbacks required by the Ontario Building Code related to fire separation on the lands on any portions of a **building** that abut Blocks 6A, 3A, and 3B. A five (5) metre setback will apply to any **building** located next to Blocks 6A, 3A, and 3B or the required setback to meet the Ontario Building Code for fire separation, whichever is greater.
45. Prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 and /or Blocks-~~4B~~, 4, 5, and/or 7, whichever is earlier, the owner must enter into a construction staging agreement with the City for Block 3A and/or Block 3B, if Block 3A and/or 3B has been conveyed to the City and the owner seeks to stockpile any soils or materials on Block 3A and/or Block 3B, or use Block 3A and/or Block 3B as an interim construction staging area.
46. City Council approve a Development Charges credit against the Parks and Recreation component of the Development Charges for the design and construction by the owner of the above base **park** improvements on Blocks 6A, 3A, and 3B, to the satisfaction of the General Manager, PFR; such credit to be in an amount that is the lesser of (i) the cost to the owner of designing and constructing the above base **park** improvements, as approved by the General Manager, PFR, less the owner 's five hundred thousand dollar (\$500,000, as indexed) cash-in-lieu contribution to parkland dedication and (ii) an agreed upon portion of the Parks and Recreation component of Development Charges payable for the development in accordance with the City 's Development Charges By-law, as may be amended.
47. City Council, if an agreement to construct the Enhanced and Enlarged Community Centre with the owner is reached, approve a Development Charges credit against the Parks and Recreation component of the Development Charges for the construction by the owner of the Enhanced and Enlarged Community Centre, all to the satisfaction of the General Manager, PFR; such credit to be in the amount that is the lesser of : (i) the cost to the owner of constructing the Enhanced and Enlarged Community Centre as approved by the General Manager, PFR, less the owner 's contributions of five hundred thousand dollars (\$500,000 as indexed) and twelve million dollars (\$12,000,000, as indexed), and (ii) an agreed upon portion of the Parks and Recreation component of Development Charges payable for the development, in accordance with the City 's Development Charges By-law, as may be amended.

48. The owner is responsible for paying the portion of the Parks and Recreation component of Development Charges in Section 43 of this Appendix "A" and shall be reimbursed, or otherwise as set out in the Section 37 Agreement, by the City for the credit referred to in Section 41 following completion of the Enhanced and Enlarged Community Centre by the owner, to the satisfaction of the General Manager, PFR, and subject to the terms of the Section 37 Agreement.
49. City Council approve a Development Charges credit against the Roads and Related component of the Development Charges for the construction by the owner of the Active Rail Crossing, all to the satisfaction of the General Manager, Transportation Services; such credit to be a maximum amount that is the lesser of: (i) the costs to the owner of constructing the crossing, such costs including but not limited to all the costs of design, consulting, working drawings and specifications, construction labour and materials, general supervision during construction, contract administration, inspection and testing and certification of completions as approved by the General Manager, Transportation Services less the owner's four million dollar (\$4,000,000 as indexed) contribution, and (ii) the Roads and Related component of Development Charges payable for the development.
50. The owner is responsible for paying the portion of the Roads and Related component of Development Charges in Section 49 of this Appendix "A" and shall be reimbursed, or otherwise as set out in the Section 37 Agreement, by the City for the credit referred to in Section 49 following completion of the Active Rail Crossing by the owner, to the satisfaction of the General Manager, Transportation Services, and subject to the terms of the Section 37 Agreement.
51. Prior to the issuance of any demolition, shoring and excavation permits, or any other **building** permits for the construction of this development, or any phase or stage of this development, the owner shall complete a Metrolinx Technical Review and enter into a construction agreement(s) with Crosslinx Transit Solutions (CTS). The construction agreement(s) will ensure works are phased in a coordinated manner with that of the LRT construction.
52. No **building** permits are to be issued on Blocks 1 or 7 that would obstruct or otherwise interfere with the easement described as Parts 1 and 2 on Plan AT4302595.
53. Prior to the issuance of **building** permits for sales trailers for the purposes of marketing commercial or residential units on the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]**, the owner shall submit and obtain the written approval from Metrolinx for any display plans and other information to be used for sales and/or marketing purposes that illustrate LRT station infrastructure.
54. Prior to registration of a plan of subdivision or issuance of any **building** permit for the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]**, the owner agrees to enter into an agreement to erect and maintain signs, and to erect and maintain such signs to the specifications of the Toronto District School Board, at points of egress and ingress of the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]**, advising that:

"The Toronto District School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation

may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available.

For information regarding designated school(s), please call (416) 394-7526."

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~~December 14, 2018~~October 1, 2019 Conditions of Draft Plan of Subdivision
with Respect to Draft Plan dated ~~June 27, 2018~~October 1, 2019 (the “Draft Plan”)

NTD: Explanatory Note: Underlined conditions may not be satisfied through provisions securing them in the subdivision agreement or other documents.

1. The Owner shall enter into the City’s standard subdivision agreement and satisfy all of the pre-registration conditions contained therein, and the satisfaction of the pre-registration conditions and the registration of the subdivision plan may occur on a phased basis;
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 plan is not fully registered within 7 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 with respect to any portion of the subdivision plan which has not been registered within such time period, subject to extensions on terms and conditions satisfactory to the Chief Planner and Executive Director, City Planning.
4. Except as provided herein, the Owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of item PG32.3 of the Planning and Growth Committee, and as updated by Toronto City Council at its meeting held on December 5, 6 and 7, 2017 through the adoption of item PG23.9 of the Planning and Growth Committee, and as may be further amended by City Council from time to time.

City Planning ¹

5. The Owner agrees to provide an energy and resiliency study for the Wynford Green community and to explore the feasibility of providing: additional back-up power in order to improve resilience to area-wide power outages; alternative technologies to power street lighting, traffic signals and other lighting in the public realm; incorporate recovery of low-carbon energy from infrastructure sources; develop or incorporate a connection to any existing or planned thermal energy networks; integrate on-site renewable energy production to reduce electricity demand; and target near-zero energy emissions, in keeping with Council approved direction under TransformTO, to the satisfaction of the Chief Planner and Executive Director, City Planning.
6. The Owner agrees that the final design and siting of any buildings or structures on the

¹ Heading references are for information only.

westernmost portion of Block 11 will not preclude or limit the design or construction of any portion of the Active Rail Crossing, to the satisfaction of the Chief Planner and Executive Director, City Planning. The City acknowledges that the Draft Plan satisfies this condition.

7. Prior to registration of any phase of the plan of subdivision, the Owner shall submit a noise/vibration report and an air quality report for Blocks 3A, 3B, 9, 11, 12, abutting the CP Rail Corridor and Blocks ~~1A, 1~~, 6B, 6C, 7, 12, abutting the Eglinton LRT, to be subject to peer review, and include any mitigation measures necessary, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the Chief Planner and Executive Director, City Planning.
8. The City acknowledges that the Proposed Residential/Commercial Redevelopment 844 Don Mills Road/1150 Eglinton Avenue East, Toronto, Ontario, Derailment Protection Report (in Support of an OPA and Re-Zoning Application) prepared by Johnson, Sustronk, Weinstein and Associates (JSW) as revised and updated through June 20, 2018, satisfies the City's condition for a Development Viability Report for development within the 30 metre setback from the CP Rail Corridor, to be subject to peer review, and include any mitigation measures necessary and an acknowledgement that the Owner is to construct and maintain the rail protection measures, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the Chief Planner and Executive Director, City Planning.
9. The City acknowledges that further to the Development Viability Report, the "Crash Wall Protection Report Wynford Green, Block 11" prepared by Jablonsky, Ast, and Partners, dated August 7, 2018 has been provided by the Owner and accepted by the City and the City's peer reviewer.
10. The City acknowledges that further to the Accepted Development Viability Report and the Accepted Crash Wall Report, the authors thereof, being Practitioners, retained by the Owner have each provided to the City letters in satisfaction of the obligations to extend reliance to the City and its peer reviewer and assume responsibility for, and indemnify the City from, liability associated with damages sustained within the site arising from incidents occurring on the CPR Rail Corridor.
11. The Owner agrees not to register phase 2, 3 or 4 of the plan of subdivision until the Don Mills Crossing Secondary Plan is adopted by Council.

Transportation

Design Elements

12. The Owner shall design for and construct appropriate wayfinding for cultural, natural and heritage destinations and pedestrian amenities (such as lighting, benches, bicycle parking, drinking fountains) along the Wynford Drive extension on a phased basis and as part of all phases of development providing information on area historic/cultural significance, key destinations and mobility facilities, to the satisfaction of the Chief Planner and Executive Director, City Planning.

13. The Owner shall design enhanced pedestrian corner spaces and curb extensions at key intersections within proposed right of ways as shown on the Draft Plan, as part of site plan approval, including Wynford Drive at Public Street F, Public Street F and Public Street C, and Public Street C and Private Street B as part of all phases of development, to the satisfaction of the Chief Planner and Executive Director.
14. The Owner shall design proposed right of ways for “lingering” spaces using “Green Streets” features and placemaking concepts from the Complete Streets Guidelines, within the proposed public right of ways, as part of site plan approval, which shall be designed in accordance with the Master Streetscape Plan and constructed in phases in accordance with the street phasing plan to the satisfaction of the Chief Planner and Executive Director, City Planning.
15. The Owner agrees to submit detailed landscaping plans to include large growing shade trees and understory planting along all major streets as part of all development phases to capture and block pollution, as part of site plan approval, to the satisfaction of the Chief Planner and Executive Director, City Planning.
16. Prior to the registration of the plan of subdivision, the Owner shall design and identify locations for the Wynford Drive extension and Public Street A to include space for bus stops and shelter facilities, to the satisfaction of the Chief Planner and Executive Director, City Planning, which shall be part of the Streetscape Master Plan.
17. Prior to registration of phase 1 of the plan of subdivision, the Owner shall submit a Streetscape Master Plan, addressing conditions 12-16 above as appropriate, that will include all the streetscape designs of the new public and private streets, Don Mills Road and Eglinton Avenue East abutting the subject property and the intersection designs of Street A and Eglinton Avenue and Wynford Drive and Don Mills Road, to the satisfaction of the Chief Planner and Executive Director. Details of the design of elements described in conditions 12 to and including this Condition 17 shall be secured as part of site plan approval.

Parking and Travel Demand Management (TDM)

18. Prior to registration of first plan of subdivision, the Owner agrees to submit a plan identifying locations for publicly accessible rideshare drop-off locations on-site, including the proposed phasing, with the detailed designs and locations to be finalized at site plan approval of the subject location to the satisfaction of the Chief Planner and Executive Director, City Planning.
19. Prior to registration of the first plan of subdivision, to submit a one-time payment in the amount of fifty thousand dollars (\$50,000) for Smart Commute services to City Planning Division in the form of a bank draft or certified cheque.
20. Prior to the registration of the first plan of subdivision, to provide a one-time funding contribution to the City of fifty thousand dollars (\$50,000) for a transportation monitoring program, to the satisfaction of the General Manager, Transportation Services.

Ravine and Natural Feature Protection

21. Prior to the registration of phase 1 of the plan of subdivision, the Owner shall submit a financial payment to Ravine and Natural Features Protection (RNFP) in the form of a certified cheque payable to Treasurer, City of Toronto, in the total amount of \$953,750.00 (nine hundred fifty-three thousand, seven hundred fifty dollars). This amount is equal to \$25/m² of the total combined area of Blocks 14A, 14B, 15 & 16 (3.815ha) for the value of preparing, implementing, installing and/or maintaining ravine stewardship (on these lands) to the satisfaction of RNFP. The payment shall be delivered to the Supervisor, RNFP.
22. Prior to the registration of phase 1 of the plan of subdivision, the Owner shall submit:
 - a. The detail design of a multi-use trail that connects Block 15 to E.T. Seton Park, to the satisfaction of RNFP. The multi-use trail design shall include the installation of a permanent fence on both sides of the multi-use trail and restoration of disturbed construction areas to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with RNFP, TRCA, and the General Manager, Transportation Services.
 - b. A Natural Heritage Impact Study assessing the impacts of the multi-use trail to the satisfaction of RNFP.
23. The Owner shall obtain a RNFP permit for any proposed tree removal or work within a tree protection zone (TPZ) to the satisfaction of RNFP. This permit may be subject to conditions.
24. Prior to the registration of phase 1 of the plan of subdivision, the Owner shall submit a financial security to RNFP in the form of a Letter of Credit or certified cheque payable to Treasurer, City of Toronto in an amount equal to 120 percent of the submitted cost estimate (or the City's estimated cost) of preparing, implementing, and installing the approved multi-use trail design, including the permanent fence referenced in condition 22.a above.
25. Prior to residential use of Block 12, the Owner shall complete construction of the multi-use trail that connects Block 15 to E.T. Seton Park as per the approved detail design, subject to extensions for seasonality acceptable to the Chief Planner and Executive Director, City Planning.. During construction, trees shall be protected in accordance with the approved tree protection plan. All construction and tree protection shall be to the satisfaction of RNFP.
26. The Owner shall restore all construction-disturbed areas on both sides of the multi-use trail, in accordance with the approved plans, to the satisfaction of RNFP. For clarity, restoration means leaving the construction-disturbed areas in a plant-able condition, by the provision of an appropriate uncompacted soil condition and the removal of debris.
27. The Owner shall satisfy the following condition (a) to the satisfaction of RNFP prior to any site disturbance, and shall thereafter implement any site disturbance including but not limited to any tree work, subject to conditions (b)-(d):

- a. Once the tree and site protection measures have been installed or undertaken the Owner shall notify the RNFP Planner at 416-392-2513 to arrange for an inspection of the site and approval of the tree and site protection measures.
 - b. The Owner shall ensure that there shall be no grading (by hand or otherwise), nor excavation activities within the approved tree protection hoarding zones, unless otherwise acceptable to RNFP and TRCA.
 - c. The Owner shall ensure that a certified arborist is on site while excavation and/or grading operations are taking place in tree protection zones to execute any necessary tree work. The Owner shall submit a summary report of observations and activity while on site, to RNFP for review and approval. The reporting interval shall be determined by RNFP.
 - d. The Owner shall ensure that all tree work is executed to proper arboricultural standards and to the satisfaction of RNFP.
28. Prior to any site disturbance on Blocks 14A, 14B, 15, 16 and/or within any Blocks where there are protected trees, the Owner shall confirm that no migratory birds are making use of the site for nesting. The applicant shall ensure that the works are in conformance with the Migratory Bird Convention Act and that no migratory bird nests will be impacted by the proposed work.

Toronto Private Tree By-law and City Street Trees

29. Prior to registration of the plan(s) of subdivision, the Owner agrees to submit a detailed landscape plan of street tree planting indicating the location, species, size and condition of all trees proposed to be planted within the road allowance for the approval of Parks, Forestry and Recreation and Engineering and Construction Services.
30. Prior to the registration of the plan(s) of subdivision, the Owner agrees to post a letter of credit in the form and from an institution, acceptable to the City Treasurer, equivalent to one hundred twenty (120) percent of the value of the street trees and other plantings, as a financial security, to guarantee the planting including the maintenance of the street trees for a minimum period of two (2) years to the satisfaction of Parks, Forestry and Recreation (the "Tree Planting Deposit"). The Tree Planting Deposit is required in the amount of \$236,115.00 (at \$583.00 per tree); for 405 new City owned street trees to be planted on the City road allowance. The Tree Planting Deposit must be submitted to the attention of Tara Bobie, Supervisor of Urban Forestry, Tree Protection & Plan Review. The General Manager of Parks, Forestry & Recreation shall hold the tree planting security deposit for the duration of the renewable guarantee period.
31. The Owner agrees to design all street tree pits in compliance with City of Toronto Streetscape Design guidelines to the satisfaction of the General Manager of Parks Forestry and Recreation. Minimum soil volumes are to be provided for each newly planted City owned street tree.
32. Prior to the acceptance of engineering drawings by Technical Services, the Owner agrees to submit composite utility plans, indicating the location of all existing and proposed

underground and aboveground utilities in relation to proposed tree planting locations, at a minimum scale of 1:250, to the satisfaction of Technical Services and the General Manager of Parks Forestry and Recreation.

33. The Owner agrees to plant the street trees after final grading and once sod has been laid, in accordance with the approved landscape plan. The Owner further agrees that the tree planting will be supervised by a qualified arborist or nursery person, having particular regard to planting depth and potential settlement to ensure tree survival all the satisfaction of the General Manager of Parks Forestry and Recreation.
34. Upon written request from the Owner, Parks, Forestry and Recreation agrees to inspect the newly planted trees and will advise the Owner if the trees are satisfactory. The Owner acknowledges and agrees to maintain the trees for a period of two (2) years after being advised in writing that Parks, Forestry and Recreation is satisfied with the newly planted trees. The Owner acknowledges that, should any newly planted tree require replacement during this guarantee period, the tree shall be replaced immediately and shall have an additional two (2) year maintenance period placed on this new planting. Provided the City is satisfied with the tree planting at the end of the (2) two year maintenance period, the City will assume responsibility for the maintenance of the trees and release the Letter of Credit.
35. The Owner agrees, prior to planting any trees, to submit a watering schedule acceptable to Parks Forestry and Recreation. The Owner further agrees to adhere to the watering schedule during the (2) two year maintenance period.
36. The Owner agrees that thirty (30) City owned street trees inventoried as 367, 368, 369, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 385, 463, 464, 465, 466, 467, 477, 478, 379, 480, 542, 549, 550 and 551 are to be preserved as per the submitted arborist report. Urban Forestry shall require a payment for the Tree Security Deposit to ensure the trees' protection during construction. If the tree protection is maintained as specified in a City-approved arborist report and Tree Protection Plan ("Approved Arborist Report") and in accordance with the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, the Tree Security Deposit will be released at the completion of construction. If it is discovered that there was unauthorized encroachment within a tree protection zone, or a tree was not protected in accordance with the Approved Arborist Report and Tree Preservation Plan and the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, monies will be held for a period of up to two years after construction is completed. The deposit may be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are protected and kept in a healthy and vigorous state during the construction period.
37. Prior to the registration of the plan of subdivision, the Owner shall submit to Urban Forestry Supervisor at tpprnorth@toronto.ca photos from a certified arborist that documents the installed tree protection hoarding and signage has been installed for the City and privately owned trees as prescribed in the Approved Arborist Report and Tree Protection Plan and in accordance with the City of Toronto's Tree Protection Policy and Specifications for Construction Near Trees, and to the satisfaction of the General Manager of Parks, Forestry & Recreation.

38. The Owner agrees to ensure that all tree protection barriers are maintained in good condition, and are not to be moved, altered or removed until all construction activities have been completed and removal of the barriers has been approved by the General Manager of Parks, Forestry & Recreation.
39. The Owner agrees to notify all builders, contractors and agents of all tree protection requirements where any part of the development will be carried out by them on behalf of the Owner to the satisfaction of the General Manager of Parks, Forestry & Recreation.
40. The Owner agrees that if the tree protection is maintained as specified in the Approved Arborist Report and Tree Protection Plan and in accordance with the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, the Tree Security Deposit will be released at the completion of construction. If it is discovered that there was unauthorized encroachment within a tree protection zone, or a tree was not protected in accordance with the Approved Arborist Report and Tree Preservation Plan and the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, monies will be held for a period of up to two years after construction is completed. The deposit may be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are protected and kept in a healthy and vigorous state during the construction period.
41. The Owner agrees that no wording will be included in any agreement of purchase and sale that states or creates an expectation that there will be a tree in front of each property.
42. The Owner agrees to submit complete applications for all trees to be removed or injured from City owned or private property as per the provisions of the City of Toronto Municipal Code, Chapter 813, Trees, Articles II and III. The submitted arborist report shows that the development proposes the removal of one hundred and seventy eight (178) privately-owned trees with a diameters of 30 cm or greater, situated on the subject property yet the inventory is incomplete; therefore the final number of removals and injuries shall be determined pending complete information.
43. All security deposit and payments must be submitted to the attention of Tara Bobie, Supervisor of Urban Forestry, Tree Protection & Plan Review, in the form of an irrevocable Letter of Credit, debit card or certified cheque payable to the Treasurer, City of Toronto.

Toronto and Region Conservation Authority

44. Prior to the plan registration of the earlier of phase 2 or phase 3, the Owner shall convey Blocks 14A, 14B and 15 to the TRCA, and Block 16 to the City of Toronto, collectively being 3.77 acres more or less as described on the Draft Plan, free of all encumbrances unless otherwise acceptable to RNFP and TRCA, and at no cost to TRCA and the City, including TRCA's and the City's legal costs and any third party consultant costs required to effect the conveyance, to the satisfaction of TRCA and the City, or conveyed at such alternative timing as may be agreed to by the TRCA or RNFP as applicable. The encumbrances may include easements to be provided to the City for City services.

45. Prior to conveyance of Blocks 14A, 14B, 15 and 16, the Owner shall, at its sole cost, and to the satisfaction of TRCA:
- a. Obtain any necessary permits pursuant to Ontario Regulation 166/06 from the TRCA.
 - b. Prepare or provide any necessary reports and management plans including, but not limited to: Environmental Site Assessment reports, Ravine Restoration and Stewardship Plans, Stormwater Management Plans, Grading Plans, Geotechnical Studies, Remedial Action Plans, Records of Site Condition, Well Records and an evaluation of the risk associated with the existing Sunoco and Imperial Oil pipelines.
 - c. Remove any historical man-made intrusions and structures in the open space valley lands, which may include, but is not limited to, the removal of any unnecessary paths, culverts, structures, buildings, weirs, dams, wells, fences, utilities, debris and waste, and restore these areas to a natural state unless otherwise acceptable to TRCA.
 - d. Ensure that any proposed public or private infrastructure that must be constructed or retained on the conveyed lands will be retained in public or private Ownership and the Owner shall prepare, amend and register any necessary easements with the relevant responsible public body, for nominal consideration.
 - e. Erect a permanent contextually appropriate fence to satisfaction of the Chief Planner and Executive Director, City Planning and the Director, Urban Design along the southern property line of Block 12, except where needed for public access.
 - f. Any other matters as may be required by TRCA.

Per the provisions of the Section 37 Agreement between the Owner and the City, the Owner shall apply for and receive a TRCA Permit under O. Reg. 166/06 on behalf of itself and the City of Toronto for a trail connection from Block 15 to E. T. Seton Park, and associated road, underpass and sidewalk works, and construct the works prior to any residential use on Block 12, subject to extensions for seasonality satisfactory to the General Manager, Parks, Forestry and Recreation. The TRCA permit application shall include the preparation of a Natural Heritage Impact Study, a Geotechnical Slope Stability Assessment, and associated Restoration and Planting Plans, and any other necessary studies and plans, to the satisfaction of TRCA.

46. The Owner agrees to prepare and implement an outreach plan and communications strategy consistent with the City of Toronto's Ravine Strategy to include, but not necessarily be limited to, education materials and signage related to the ecological importance of the natural heritage system to the satisfaction of the TRCA.
47. The Owner shall submit the following to the satisfaction of TRCA prior to the initiation of topsoil stripping, grading, and installation of servicing or other site alteration, and prior

to the registration of phase 1 of this Draft Plan:

- a. An Erosion & Sediment Control Report and Plans consistent with the Erosion and Sediment Control Guideline for Urban Construction (Greater Golden Horseshoe Area Conservation Authorities, 2007, as amended), that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping, grading, the installation of infrastructure and construction of any structures.
 - b. A detailed engineering submission for the Draft Plan of Subdivision or phase thereof to include:
 - i. A description of the storm drainage system (quantity, quality and erosion control);
 - ii. Plans illustrating how this drainage system will tie into surrounding drainage systems (i.e., how external flows will be accommodated, the design capacity of the receiving system);
 - iii. Appropriate stormwater management techniques which may be required to control minor and major flows;
 - iv. Implementation of the low impact development strategy identified in the Stormwater Management Report, prepared by Counterpoint Engineering Inc., Revision 3, revised February 7, 2018;
 - v. Detailed designs of infrastructure in the natural heritage system to avoid, minimize and mitigate impacts to natural features and their functions;
 - vi. Detailed designs of the erosion control tank within the Wynford Drive right of way, LID facilities and site design based on subsurface groundwater and geotechnical investigations;
 - vii. Geotechnical slope stability work where needed;
 - viii. Where required, evaluation of the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation and any permitting requirements;
 - ix. Grading Plans for the subject lands;
 - x. The location, description and details of all outlets and other facilities or works which may require permits from the TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06).
48. The Owner shall agree in the subdivision agreement, in wording acceptable to the TRCA:
- a. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the

recommendations of the reports and details of the plans referenced in conditions 44 through 47 inclusive;

- b. To implement erosion, sediment and topsoil management consistent with the Erosion & Sediment Control Report and Plans at all times;
 - c. To install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;
 - d. That all Site Plan Control applications within the Draft Plan of Subdivision will be circulated to the TRCA for review and comment on the stormwater management proposals within each Block;
 - e. To obtain all necessary permits from the TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as amended, to the satisfaction of the TRCA.
49. The Owner shall provide a copy of the fully executed subdivision agreement to TRCA, when available, in order to expedite the clearance of conditions of draft plan approval.

Parks Forestry and Recreation

Conveyance

50. Prior to the registration of a plan of subdivision which includes Blocks ~~1A~~, 8, 9 and/or 12 (being a portion of phase 1), the Owner shall:
- a. provide a title opinion for the Block 6A lands in the City's standard form to the satisfaction of the City Solicitor; and
 - b. Upon registration of a plan of subdivision which includes Blocks ~~1A~~, 8, 9, and/or 12, convey park Block 6A (which will be a minimum of 3,120 m²) to the City free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, Parks Forestry and Recreation (PFR) in consultation with the City Solicitor.

Environmental Assessment

51. Prior to conveying the parkland to the City, the Owner must:
- a. Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be

consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS and copy to the General Manager, PFR;

- b. Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (7 percent), and submit an initial deposit of \$8,000.00 towards the cost of the peer review in the form of a certified cheque, to the Executive Director, ECS. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the Owner by the City);
- c. Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, ECS;
- d. At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, ECS for peer review and concurrence, which states:
 - i. In the opinion of the Qualified Person:
 1. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 2. To the extent that the opinion in (1) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - ii. Land to be conveyed to the City meets either:
 1. The applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
 2. The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.
- e. The Qualified Person's statement, referenced in 51.d above, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with

O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS.

- f. For conveyance of lands requiring a Record of Site Condition (RSC):
 - i. File the RSC on the Ontario Environmental Site Registry; and
 - ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, ECS and to the General Manager, PFR.
- g. Complete any required environmental remediation of the Block 6A Lands to the satisfaction of the City's Peer reviewer and/or all remediation completed to the satisfaction of the City's Peer Reviewer; in accordance with MOECC standards or recommendations suitable for park use;

Temporary Fencing

- 52. Prior to conveyance of the parkland, the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.

Parkland Grading and Drainage

- 53. The Owner shall ensure that the grading and drainage of the adjacent development blocks are compatible with the grades of the parkland to the satisfaction of the General Manager, PFR.
- 54. The Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park to the satisfaction of the General Manager, PFR.

Base Park

- 55. The Owner, at their sole expense, will be responsible for the base construction and installation of the parkland ("Base Park Improvements"). The Base Park Improvements required for Block 6A shall include the following:
 - a. Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing.
 - b. Grading inclusive of 300mm depth topsoil supply and placement.
 - c. Sodding #1 nursery grade;
 - d. Fencing, where deemed necessary;

- e. Sanitary and storm service connections with manholes at street line;
 - f. Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - g. Street trees along all public road allowances abutting City-owned parkland; and
 - h. Standard park sign (separate certified cheque required).
56. The construction and installation of Base Park Improvements is to be completed to the satisfaction of the General Manager, PFR. Where a Base Park Improvement item is deemed not to be required at the discretion of the General Manager, PFR, the equivalent funds shall be provided by the Owner and allocated to other Parks and Recreation improvement components within the site, all to the satisfaction of the General Manager, PFR.
57. Prior to the issuance of the first permit, issued pursuant to the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, superseded or replaced from time to time, including any conditional permit, which permits the construction of a building or structure, or a portion thereof, above-grade, but does not include the construction of a temporary sales/rental centre, a permit to erect a below ground concrete structure, a permit to demolish all or part of a building, a permit issued pursuant to the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, as amended, superseded, or replaced from time to time, a permit for repairs maintenance, and usual and minor works acceptable to the Senior Manager, Heritage Preservation Services, or any permit for shoring or excavation ("Above Grade Building Permit") on Blocks 8, 9, and/or 12, the Owner shall:
- a. submit a cost estimate and any necessary plans for the Base Park Improvements for Block 6A to the satisfaction of the General Manager, PFR.
 - b. post an irrevocable letter of credit, including provisions for upward indexing, in a form and from an institution and in the amount of 120 percent of the value of the Base Park Improvements for Block 6A for the parkland, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with Base Park Improvements.
58. The construction of the Base Park Improvements to park Block 6A shall be completed prior to first residential use on Blocks 8, 9, and/or 12 to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other force majeure issues) resulting in the late completion of the Base Park Improvements on Block 6A shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of the Base Park Improvements.
59. Should the Owner undertake Base Park Improvements on Block 6A following conveyance of the park block to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will

outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of, or work carried out by the applicant on, the park.

60. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited.

Warranty

61. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements of Block 6A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
62. Upon the expiry of the Parkland Warranty Period, the outstanding park security shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
63. Upon completion of Base Park Improvements for Block 6A, as-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Above Base Improvements

64. Should the Owner agree to design and construct the Above Base Park Improvements on Block 6A for a Development Charge Credit against the Parks and Recreation component of the Development Charges payable for the development of one or more of Blocks ~~1A, 1~~ 8, 9 and/or 12 satisfactory to the Owner and the General Manager, PFR, the following conditions apply:
- a. The Owner agrees to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development Blocks described above, to the satisfaction of the General Manager, PFR. The development charge credit shall be in an amount that is the lesser of

- i. the cost to the Owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, PFR, and
 - ii. the Parks and Recreation component of development charges payable for the development of the Blocks described in this condition 64 in accordance with the City's Development Charges By-law, as may be amended.
- b. The Owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of the Parks and Recreation component of the Development Charges payable for the development of Blocks as described in this condition 64. For Block 6A, the design, cost estimate and ultimately the letter of credit will be required prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 8, 9, and/or 12.
- c. The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of the park are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the parkland shall be to the satisfaction of the General Manager, PFR.
- d. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 8, 9, and/or 12 (being a portion of phase 1 for the development of the site), the Owner is required to submit working drawings, specification and landscape plans for Block 6A showing the scope and detail of the work for the Above Base Park improvements for review and approval by the General Manager, PFR.
- e. The construction of Above Base Park Improvements to Block 6A shall be completed prior to first residential use on Blocks 8, 9, and/or 12 to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Above Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the completion of the Above Base Park Improvements.
- f. Should the Owner undertake Above Base Park Improvements on Block 6A following conveyance of Block 6A to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 6A.
- g. The stockpiling of any soils or materials or use as an interim construction staging area on Block 6A once the Block is conveyed to the City is prohibited.

Warranty

- h. The Owner, upon satisfactory completion of the construction and installation of the Above Base Park Improvements of Block 6A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charge for the development of the Blocks as described in this condition 64, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement letter of credit in condition 64.b above. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
- i. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the Letter(s) of Credit in condition 64.b above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- j. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
- k. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

BLOCK 3B*Prior to Conveyance*

- 65. Prior to the issuance of any above-grade building permit (including any conditional permit) on Blocks 1, 8, 9 and/or 12 (a portion of phase 1), the Owner will be required to:
 - a. Register a reference plan on title to the property municipally known as 844 Don Mills Road showing the Block 3B lands, to the satisfaction of the City Solicitor;
 - b. provide a title opinion on the City's standard form to the City for the Block 3B Lands, to the satisfaction of the City Solicitor,

- c. register a Section 118 Restriction on title to the Block 3B Lands. The Section 118 Restriction on title to the parkland shall be in a form and with priority to the satisfaction of the City Solicitor, agreeing not to transfer or charge all or any part of the parkland without the consent of the General Manager, PFR, in order to restrict any conveyance other than as contemplated.
- d. All of a-c above shall be in a form that is to the satisfaction of the City Solicitor.

Environmental Assessment

66. Prior to conveying the parkland to the City, the Owner must:

- a. Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS and copy to the General Manager, PFR;
- b. Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (7 percent), and submit an initial deposit of \$8,000.00 towards the cost of the peer review in the form of a certified cheque, to the Executive Director, ECS. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);
- c. Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, ECS;
- d. At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, ECS for peer review and concurrence, which states:
 - i. In the opinion of the Qualified Person:
 - 1. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - 2. To the extent that the opinion in (1) above is that past migration is likely, it is either possible or unlikely that such off-site

contamination on adjacent City lands poses an adverse effect to the environment or human health.

- ii. Land to be conveyed to the City meets either:
 - 1. The applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
 - 2. The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.

- e. The Qualified Person's statement, referenced in condition 66.d above, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS.

- f. For conveyance of lands requiring a Record of Site Condition (RSC):
 - i. File the RSC on the Ontario Environmental Site Registry; and
 - ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, ECS and to the General Manager, PFR.

- g. Complete any required environmental remediation of the Block 3B Lands to the satisfaction of the City's Peer reviewer and/or all remediation completed to the satisfaction of the City's Peer Reviewer; in accordance with MOECC standards or recommendations suitable for park use;

Conveyance

67. Block 3B shall be conveyed to the City upon registration of any plan of subdivision for Blocks ~~1B~~, 4, 5, 6B, 6C, 7, 10, 11, and/or 13 (being a portion of the phase 2 and phase 3 lands), whichever is earlier, free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR in consultation with the City Solicitor.

Temporary Fencing

68. Prior to conveyance of the parkland, the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.

Parkland Grading and Drainage

69. The Owner shall ensure that the grading and drainage of the adjacent development blocks are compatible with the grades of the parkland to the satisfaction of the General Manager, PFR.
70. The Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park to the satisfaction of the General Manager, PFR.

Base Park Improvement

71. The Owner, at their sole expense, will be responsible for the base construction and installation of the parkland ("Base Park Improvements"). The Base Park Improvements required for Block 3B shall include the following:
- a. Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing.
 - b. Grading inclusive of 300mm depth topsoil supply and placement.
 - c. Sodding #1 nursery grade;
 - d. Fencing, where deemed necessary;
 - e. Sanitary and storm service connections with manholes at street line;
 - f. Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - g. Street trees along all public road allowances abutting City-owned parkland; and
 - h. Standard park sign (separate certified cheque required).
72. All work is to be completed to the satisfaction of the General Manager, PFR. Where a Base Park Improvement item is deemed not to be required at the discretion of the General Manager, PFR, the equivalent funds shall be provided by the Owner and allocated to other Parks and Recreation improvement components within the site, all to the satisfaction of the General Manager, PFR.
73. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks-

~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner shall:

- a. submit a cost estimate and any necessary plans for the Base Park Improvements for Block 3B to the satisfaction of the General Manager, PFR.
 - b. post an irrevocable letter of credit, including provisions for upward indexing, in a form and from an institution and in the amount of 120 percent of the value of the Base Park Improvements for Block 3B, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with Base Park Improvements.
74. The construction of the Base Park Improvements to park Block 3B shall be completed prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of Base Park Improvements.
75. Should the Owner undertake Base Park Improvements on Block 3B following conveyance of Block 3B to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of, or work carried out by the Owner on the park.
76. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Block 3B is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) and /or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3) , whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3B.

Warranty

77. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements of Block 3B as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.

78. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 77, above, shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, Parks, Forestry, and Recreation (PFR).
79. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of “as built” plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
80. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Above Base Improvement

81. Should the Owner agree to design and construct the Above Base Park Improvements on all or a portion of Block 3B for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development of certain Blocks as agreed to by the Owner and the City, the following conditions apply:
- a. The Owner agrees to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development of such Blocks described above, to the satisfaction of the General Manager, PFR. The development charge credit shall be in an amount that is the lesser of:
 - i. the cost to the Owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, PFR, and
 - ii. the Parks and Recreation component of development charges payable for the development of the Blocks as described in this condition 81 in accordance with the City's Development Charges By-law, as may be amended.
 - b. The Owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of the Parks and Recreation component of the Development Charges payable for the development of such Blocks as described in this condition 81 above. For Block 3B, the design, cost estimate and ultimately the letter of credit will be required prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or

Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier.

- c. The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of Block 3B are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of Block 3B shall be at the discretion of the General Manager, PFR.
- d. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner is required to submit working drawings, specification and landscape plans for Block 3B showing the scope and detail of the work for the Above Base Park improvements for review and approval by the General Manager, PFR.
- e. The construction of Above Base Park Improvements to Block 3B shall be completed prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Above Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the completion of the Above Base Park Improvements.
- f. Should the Owner undertake Above Base Park Improvements on all or part of the park block following conveyance of the park block to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3B.
- g. The stockpiling of any soils or materials or use as an interim construction staging area on Block 3B after conveyance to the City is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) and /or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3) , whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3B.

Warranty

- h. The Owner, upon satisfactory completion of the construction and installation of the Above Base Park Improvements of Block 3B as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charge for the development of the Blocks as described above, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement letter of credit. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
- i. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 81.b above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- j. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
- k. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

BLOCK 3A*Prior to Conveyance*

- 82. Prior to the issuance of any above grade building permit (including any conditional permit) on Blocks ~~1A, 1~~, 8, 9 and/or 12 ([being a portion of](#) phase 1), the Owner will be required to:
 - a. Register a Reference Plan on title to the property municipally known as 844 Don Mills Road showing the Block 3A lands, to the satisfaction of the City Solicitor;
 - b. provide a title opinion in the City's standard form to the City for the Block 3A

Lands to the satisfaction of the City Solicitor, and

- c. register a Section 118 restriction on title for Block 3A The Section 118 Restriction on title to the Parkland shall be in a form and with priority to the satisfaction of the City Solicitor, agreeing not to transfer or charge all or any part of the Parkland without the consent of the General Manager, PFR, in order to restrict any conveyance other than as contemplated.
- d. All of a-c above shall be in a form that is to the satisfaction of the City Solicitor.

Environmental Assessment

83. Prior to conveying the parkland to the City, the Owner must:

- a. Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS and copy to the General Manager, PFR;
- b. Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (7 percent), and submit an initial deposit of \$8,000.00 towards the cost of the peer review in the form of a certified cheque, to the Executive Director, ECS. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);
- c. Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, ECS;
- d. At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, ECS for peer review and concurrence, which states:
 - i. In the opinion of the Qualified Person:
 - 1. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and

2. To the extent that the opinion in (1) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
- ii. Land to be conveyed to the City meets either:
 1. The applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
 2. The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.
- e. The Qualified Person's statement, referenced in condition 83.d above, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS.
 - f. For conveyance of lands requiring a Record of Site Condition (RSC):
 - i. File the RSC on the Ontario Environmental Site Registry; and
 - ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, ECS and to the General Manager, PFR.
 - g. Complete any required environmental remediation of the Block 3A Lands to the satisfaction of the City's Peer reviewer and/or all remediation completed to the satisfaction of the City's Peer Reviewer; in accordance with MOECC standards or recommendations suitable for park use;

Conveyance

84. Upon registration of the plan of subdivision for phase 2 (Blocks 3A, 3B, 5A, 6B, 6C, 10, 11 and/or 13) or phase 3, (Blocks ~~1B~~, 4, 5 and/or 7) whichever is earlier, Block 3A shall be conveyed to the City complete with required parkland improvements set out in condition 88 below (Base Park Improvements), free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager,

PFR in consultation with the City Solicitor.

Temporary Fencing

85. Prior to conveyance of the parkland, the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.

Parkland Grading and Drainage

86. The Owner shall ensure that the grading and drainage of the adjacent development blocks are compatible with the grades of the parkland to the satisfaction of the General Manager, PFR.
87. The Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park to the satisfaction of the General Manager, PFR.

Base Park Improvements

88. The Owner, at their sole expense, will be responsible for the base construction and installation of the parkland ("Base Park Improvements"). The Base Park Improvements required for Block 3A shall include the following:
- a. Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing.
 - b. Grading inclusive of 300mm depth topsoil supply and placement.
 - c. Sodding #1 nursery grade;
 - d. Fencing, where deemed necessary;
 - e. Sanitary and storm service connections with manholes at street line;
 - f. Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - g. Street trees along all public road allowances abutting City-owned parkland; and
 - h. Standard park sign (separate certified cheque required).
89. All work is to be completed to the satisfaction of the General Manager, PFR. Where a Base Park Improvement item is deemed not to be required at the discretion of the General Manager, PFR, the equivalent funds shall be provided by the Owner and allocated to other Parks and Recreation improvement components within the site, all to the satisfaction of the General Manager, PFR.
90. Prior to the issuance of the first above grade building permit (including any conditional

permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner shall:

- a. submit a cost estimate and any necessary plans for the Base Park Improvements for Block 3A to the satisfaction of the General Manager, PFR.
 - b. post an irrevocable letter of credit, including provisions for upward indexing, in a form and from an institution and in the amount of 120 percent of the value of the Base Park Improvements for Block 3A, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with Base Park Improvements.
91. The construction of the Base Park Improvements to park Block 3A shall be completed prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR, when determining a revised completion date for construction of Base Park Improvements.
 92. Should the Owner undertake Base Park Improvements on Block 3A following conveyance of the park block to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of, or work carried out by the Owner on Block 3A.
 93. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks ~~1B~~, 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3A.

Warranty

94. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements of Block 3A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.

95. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 94 above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
96. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of “as built” plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
97. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Above Base Improvement

98. Should the Owner agree to design and construct the Above Base Park Improvements on all or a portion of Block 3A for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development of certain Blocks as agreed to by the Owner and the City, the following conditions apply:
 - a. The Owner agrees to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development of such Blocks described above, to the satisfaction of the General Manager, PFR. The development charge credit shall be in an amount that is the lesser of:
 - i. the cost to the Owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, PFR, and
 - ii. the Parks and Recreation component of development charges payable for the development of the blocks described in this condition 98 in accordance with the City's Development Charges By-law, as may be amended.
 - b. The Owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of the Parks and Recreation component of the Development Charges payable for the development of such Blocks described above. For Block 3A, the design, cost estimate and ultimately the letter of credit will be required prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~4B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier.

- c. The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of Block 3A are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of Block 3A shall be at the discretion of the General Manager, PFR.
- d. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner is required to submit working drawings, specification and landscape plans for Block 3A showing the scope and detail of the work for the Above Base Park improvements for review and approval by the General Manager, PFR.
- e. The construction of Above Base Park Improvements to Block 3A shall be completed prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks ~~1B~~, 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Above Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the completion of the Above Base Park Improvements.
- f. Should the Owner undertake Above Base Park Improvements on all or part of Block 3A following conveyance of Block 3A to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the applicant on Block 3A.
- g. The stockpiling of any soils or materials or use as an interim construction staging area on Block 3A after conveyance to the City is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks ~~1B~~, 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3A.

Warranty

- h. The Owner, upon satisfactory completion of the construction and installation of

the Above Base Park Improvements of Block 3A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charge for the development of the Blocks identified in this condition 98, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement letter of credit. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.

- i. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 98.h above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- j. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
- k. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Enhanced and Enlarged Community Centre

- 99. Prior to registration of any plan of subdivision for (Blocks 3A, 3B, 5A, 6B, 6C, 10, 11 and/or 13) or phase 3, (Blocks ~~1B~~, 4, 5 and/or 7) whichever is earlier, or a portion thereof, or such later date as may be satisfactory to the General Manager, PFR, the Owner may elect to enter into an agreement (the "Community Centre Agreement") with the City to construct the Enhanced and Enlarged Community Centre within Block 3A and/or Block 3B of the Site, which shall include at a minimum a twin-pad arena and 600 square metres of community space currently planned for the Site, and shall also include additional recreational facilities and community services, which may include multipurpose rooms, gymnasias, and aquatic facilities, to the satisfaction of the General Manager, PFR (the "Enhanced and Enlarged Community Centre").
- 100. Prior to issuance of the first Above-Grade Building Permit for any portion of development within Blocks 6B, 6C, 10, 11, 13 (being a portion of the Phase 2 Lands) and

Blocks ~~1B~~, 4, 5 and 7 (being a portion of the Phase 3 Lands), with respect to whichever Block proceeds to be developed first, the Owner shall either:

- a. if the Owner has entered into the Community Centre Agreement, provide the City with a Letter of Credit in the amount of Twelve Million Dollars (\$12,000,000.00), subject to Upwards Indexing, to secure the construction of the Enhanced and Enlarged Community Centre, which security shall be released in accordance with the terms of such agreement; or
 - b. if the Owner has not entered into the Community Centre Agreement, make a cash contribution to in the City in the amount of Twelve Million Dollars (\$12,000,000.00), subject to Upwards Indexing, to be used for the construction by the City of the Enhanced and Enlarged Community Centre.
101. Should the Owner agree to construct the Enhanced and Enlarged Community Centre on all or a portion of Block 3B and/or 3A for a development charge credit against the Parks and Recreation component of the Development charges for the development of certain Blocks as agreed to by the Owner and the City, the following conditions apply:
- a. The Owner shall also complete any Above-Base Park Improvements on all or a portion of Blocks 3A and/or 3B on which it does not construct the Enhanced and Enlarged Community Centre as set out in conditions 81 and 98 above to the satisfaction of the General Manager, PFR, except that the provisions governing development charge credits and letters of credit in conditions 81 and 98 above shall be superseded by the provisions of this condition 101, where there is a conflict.
 - b. The Owner shall enter into the Community Centre Agreement on terms and conditions satisfactory to the General Manager, PFR, including, but not limited to the conditions in this condition 101, subject to any changes acceptable to the General Manager, PFR, in consultation with the City Solicitor and in a form satisfactory to the City Solicitor.
 - c. The Owner shall construct and warrant the Enhanced and Enlarged Community Centre in accordance with Tier 2 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of item PG32.3 of the Planning and Growth Committee, and as updated by Toronto City Council at its meeting held on December 5, 6 and 7, 2017 through the adoption of item PG23.9 of the Planning and Growth Committee, and as may be further amended by City Council from time to time for the the two (2) year warranty period following the date that the Enhanced and Enlarged Community Centre is made operational to the satisfaction of the General Manager, PFR during which the Owner guarantees the Enhanced and Enlarged Community Centre, as set out in this Agreement, if the Owner elects to enter into the Community Centre Agreement (the "Enhanced and Enlarged Community Centre Warranty Period").
 - d. The Owner agrees to design, participate in public consultation, construct, finish, fully furnish, and make operational the Enhanced and Enlarged Community

Centre to the satisfaction of the General Manager, PFR, including that:

- i. As a condition of entering into the Community Centre Agreement, the Owner shall provide a Class "D" Cost Estimate for the design and construction of the Enhanced and Enlarged Community Centre to the General Manager, PFR. The Class "D" Cost Estimate shall be submitted prior to execution of the Community Centre Agreement and shall be to the satisfaction of the General Manager, PFR.
 - ii. The Owner agrees to engage an architect with experience in the design and construction of recreation infrastructure, to the satisfaction of the General Manager, PFR.
 - iii. The Owner shall be required to submit a design and cost estimate to be approved by the General Manager, PFR.
 - iv. The final design and cost estimate, as approved by the General Manager, PFR, will be required prior to the issuance of first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks ~~1B~~, 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier, or at such time as may be agreed to by the Parties in the Community Centre Agreement.
- e. Upon completion of the Community Centre, to the satisfaction of the General Manager, Parks, Forestry & Recreation, the City will issue a payment to the Owner for the amount of a development charge credit, as applicable in accordance with this condition 101, which shall be the lesser of:
- i. the cost to the Owner of designing and constructing the Enhanced and Enlarged Community Centre, as approved by the General Manager, PFR less the Owner's contributions of five hundred thousand dollars (\$500,000 as indexed) and twelve million dollars (\$12,000,000, as indexed), and
 - ii. the Parks and Recreation component of Development Charges payable for the development for the development of the agreed-upon Blocks in this condition 101 above, in accordance with the City's Development Charge By-law, as may be amended,

where 20 percent of the Development Charges credit will be the security for the Enhanced and Enlarged Community Centre Warranty Period to be released in accordance with condition 101.v, below, all in accordance with the Community Centre Agreement.

For greater clarity, the Owner is required to contribute the Cash-in-Lieu Payment (as indexed) and twelve million dollars (\$12,000,000, as indexed), without reimbursement or credit.

- f. Areas to be addressed in the design of the Enhanced and Enlarged Community Centre shall be determined through the Site Plan Approval Process for Blocks 3A and/or 3B, to the satisfaction of the General Manager, PFR, subject to City

standards , including, but not limited to compliance with the *Accessibility for Ontarians with Disabilities Act*, the Toronto Accessibility Design Guidelines, 2004 (as applicable), and public consultation. Final design and programming of the Enhanced and Enlarged Community Centre shall be at the discretion of the General Manager, PFR.

- g. The public consultation process for the design of the Enhanced and Enlarged Community Centre shall be led by the General Manager, PFR. The Owner and its consultants shall prepare and provide presentation materials for the public consultation process at their cost and shall participate in all meetings with staff, stakeholders and other agencies as required for approval of the design of the Enhanced and Enlarged Community Centre.
- h. All drawings, plans, specifications and design documents shall be to the satisfaction of the General Manager, PFR. The General Manager, PFR shall have final authority to approve the design, including, but not limited to, schematic design, technical design, and construction drawings.
- i. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks ~~1B~~, 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier, for the development of the site, or in accordance with the Community Centre Agreement, the Owner is required to submit working drawings, specification and landscape plans for Block 3A and/or 3B, showing the scope and detail of the work for the Enhanced and Enlarged Community Centre for review and approval by the General Manager, PFR
- j. The requirements for the construction of the Enhanced and Enlarged Community Centre shall be addressed in the Community Centre Agreement and such Agreement shall provide for the completion of the Community Centre in a timeframe and manner to the satisfaction of the General Manager, PFR.
- k. The Owner acknowledges and agrees that:
 - i. the Enhanced and Enlarged Community Centre shall be constructed and finished to City standards as approved by the General Manager, PFR, which are current as of the date of entering into the Community Centre Agreement;
 - ii. the Community Centre Agreement shall include terms for the General Manager, PFR to approve consultants for the design and construction of the Enhanced and Enlarged Community Centre as well as contractors, including the general contractor and subcontractors, hired to construct the Enhanced and Enlarged Community Centre; and
 - iii. all work in respect of the Enhanced and Enlarged Community Centre must be in accordance with the City's Fair Wage and Labour Trade Contractual Obligations Policy (see Chapter 67 of the City of Toronto Municipal Code) or its successor, and each contractor, including subcontractors, must

be in compliance with the City's Fair Wage and Labour Trade Contractual Obligations Policy (see Chapter 67 of the City of Toronto Municipal Code) or its successor.

- l. The Owner acknowledges and agrees that all components will be designed, constructed, delivered and installed in accordance with all relevant governing legislation, regulations, guidelines and standards applicable to the intended use for public buildings including the Occupational Health and Safety Act, and that the most current codes, standards and practices for good construction at the time of construction shall prevail.
- m. The Community Centre Agreement will contain terms by which the General Manager, PFR, will be entitled to approve of contracts for construction of the Enhanced and Enlarged Community Centre. Once such contracts are approved by the General Manager, PFR, and entered into between the Owner and the applicable contractor, then the Community Centre Agreement will further require the prior written consent of the General Manager, PFR, to change orders to be made with regard to such contract, such consent to be given in a prompt and timely manner. If the Owner fails to obtain prior approval of the General Manager, PFR, for such changes, then the City can require such changes to be removed and/or paid for at the sole expense of the Owner.
- n. The Community Centre Agreement will require the Owner to notify the General Manager, PFR, of the timing and location of all scheduled construction meetings and any critical or emergency meetings with contractors (with minimum two (2) business days' notice so the City representative can attend) with respect to construction of the Enhanced and Enlarged Community Centre.
- o. The Community Centre Agreement shall contain terms by which the General Manager, PFR will be allowed:
 - i. to have access to and to participate in all construction meetings relating to the Enhanced and Enlarged Community Centre; and
 - ii. to have reasonable access to the construction site, accompanied by representatives of the Owner and its contractors and subject to all site safety requirements being met, to inspect the site and the progress and quality of work of the Enhanced and Enlarged Community Centre.
- p. All materials, products, finishes, devices, signs, appliances and systems shall be designed and specified with regard to the demands of an intensively used public building operated and maintained by the City, as determined by the General Manager, PFR.
- q. The Owner acknowledges and agrees that:
 - i. all materials and products shall be new materials only purchased specifically for the Enhanced and Enlarged Community Centre;
 - ii. comply with and be certified by the CSA or Underwriter's Laboratory, etc.,

- as applicable;
- iii. be in accordance with most current acceptable practices and standards for good construction;
 - iv. be free from defects due to manufacturing, delivery or installation;
 - v. be approved for the use as specified; and
 - vi. that the City, shall have the final authority to approve the products and materials used for construction of the Enhanced and Enlarged Community Centre. The process for the City to approve products and materials shall be set out in the Community Centre Agreement.
- r. Should the Owner undertake construction of the Enhanced and Enlarged Community Centre on blocks 3A and/or 3B following conveyance of Blocks 3A and/or 3B to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on the park.
 - s. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Blocks 3A and/or 3B is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks ~~1B~~, 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on the Blocks 3A and/or 3B.
 - t. Sign-off at 100 percent completion of the Enhanced and Enlarged Community Centre shall be required to the satisfaction of the General Manager, PFR.

Warranty

- u. The Owner, upon satisfactory completion of the construction and installation of the Enhanced and Enlarged Community Centre on all or a portion of Block 3A and/or Block 3B as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20 percent which will be retained for the Enhanced and Enlarged Community Centre Warranty Period.

- v. Upon the expiry of the Enhanced and Enlarged Community Centre Warranty Period, the remaining 20 percent shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- w. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Conditions Applicable to All Park Blocks

- 102. All parkland conveyance Blocks are to be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR and in consultation with the City Solicitor with respect to the easements, encumbrances and encroachments.
- 103. The Owner is to pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the new parkland.
- 104. Prior to the issuance of any above grade building permit (including any conditional permit) on Blocks 1, 8, 9, and/or 12 (being a portion of phase 1), the Owner is required to pay five hundred thousand dollars (\$500,000), indexed from the date of execution of the Section 37 Agreement to the date of payment (the "Cash-in-Lieu Payment").
- 105. In the event the Owner does not construct the Enhanced and Enlarged Community Centre pursuant to the terms of condition 101, the General Manager, PFR may, in his or her sole discretion, reallocate the Cash-in-Lieu Payment in condition 104 to the cost of Above Base Park Improvements on the Site. For greater clarity, the Development Charges credits in conditions 64.a.i, 81.a.i, and 98.a.i, above shall be reduced by the amount of such reallocation. In no case shall the City reduce the Development Charges credits for Above Base Park Improvements by more than the amount of the Cash-in-Lieu Payment (as indexed).
- 106. The Parties acknowledge and agree that the Owner's obligation under the Planning Act for parkland dedication or cash-in-lieu of parkland payments with respect to the Development, without any increases to density as contemplated by condition 107, shall be fully satisfied by:

- a. The dedication of lands in accordance with conditions 50 through 109, and in particular conditions 50, 67, and 84; and
- b. A cash-in-lieu payment as provided in condition 104 above,

all in accordance with all legal requirements, including but not limited to requirements in accordance with the Planning Act, the Condominium Act, the Official Plan, and the Parkland Levy By-law.

107. The Parties further acknowledge that in accordance with the Proposed Zoning By-law Amendment, the maximum permitted Gross Floor Area and Residential Gross Floor Area is 455,640 square metres and 382,150 square metres, respectively, plus an additional 5,000 squares metres of Residential Gross Floor Area permitted for a nursing home use or any density permitted with respect to the Park Land. Should the Owner receive approval for a future minor variance or rezoning which increases the maximum permitted Residential Gross Floor Area and/or the maximum permitted Non-Residential Gross Floor Area beyond the amount permitted by the Proposed Zoning By-law Amendment, as set out herein, the Owner shall be responsible for an increase in the parkland dedication to the extent that the new additional approved density triggers a requirement for a greater parkland dedication than that required for the Development as set out in condition 106 above, by way of a cash-in-lieu payment and/or land in accordance with all legal requirements at the time the parkland dedication is required, including but not limited to, requirements in accordance with the parkland dedication rates in the Planning Act, the Condominium Act, the Official Plan and the Parkland Levy By-law.
108. Following the stockpiling of any soils or materials or use as an interim construction staging area on conveyed parkland, the Owner will be required to provide an environmental assessment report, prepared by a qualified engineer, at the end of the permitted occupation to verify that the parkland continues to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes. The Owner will be required to provide an RSC after the staging period. The construction of the park shall commence after the occupation to the satisfaction of the General Manager, PFR. The Owner will be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum.
109. Prior to the transfer of fee simple of the Park Block to the City, the Park Block shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the *Ontario Building Code Act, 1992*. PFR staff advises that the applicant must design the building to achieve Ontario Building Code (OBC) setbacks related to fire separation on their own site on the portions of the building that abut the park. A 5 metre setback will apply to any building located next to the Park or, the required setback to meet the Ontario Building Code for fire separation, whichever is greater. Prior to the issuance of any above grade building permit (including any conditional permit) for any building or structure adjacent to the Park Block, the applicant will be required to demonstrate adequately that the OBC requirements have been achieved to the satisfaction of the General Manager, PFR.

Engineering and Construction Services

110. Dedicate all roads, corner roundings and road widenings shown on the plan(s).
111. Convey all necessary easements (internal and external) to the City.
112. 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, unless otherwise satisfactory to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services in consultation with the City Solicitor.
113. Submit draft Reference Plan(s) of Survey to the Chief Engineer and Executive Director of Engineering and Construction Services, for review and approval, prior to depositing it in the Land Registry Office. The plan should:
 - a. be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System and the 3 degree Modified Transverse Mercator Projection);
 - b. delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements; and
 - c. show the co-ordinate values of the main corners of the subject lands in a schedule on the face of the plan.
114. Pay all costs for preparation and registration of reference plan(s).
115. The Owner agrees and acknowledges that at detailed engineering design they shall provide alternative stormwater strategies for retention, quantity and quality control through the use of Green Infrastructure and Low Impact Development (LID) within the municipal rights-of-way. Alternatively, if appropriate strategies cannot be applied, then the Owner shall provide an end of pipe storage tank in a location to the satisfaction of the Chief Engineer and Executive Director, ECS. Detailed design and maintenance details for any green infrastructure, LID or storage tank proposed must also be provided to the satisfaction of the Chief Engineer and Executive Director, ECS.
116. Provide a detailed Stormwater Management Report and apply stormwater management techniques for retention, quantity and quality control through the use of Green Infrastructure and Low Impact Development within the municipal rights-of-way in the development of this subdivision to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services.
117. Provide certification on a phased basis to the Chief Engineer and Executive Director of Engineering and Construction Services by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.
118. Undertake an environmental site assessment for lands to be conveyed to the City on a phased basis 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).

119. Pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
120. Submit financial security in accordance with the terms of standard subdivision agreement.
121. Pay for and construct all municipal infrastructure required to service the Plan(s) of Subdivision, including municipal infrastructure external to the plan(s) of subdivision at the time of registration of each Plan of Subdivision.
122. Pay all costs related to the installation of pavement markings and signage and modifications to existing pavement markings and signage at the time of registration of each Plan of Subdivision. Submit payments in the form of certified cheque(s) (amount to be determined later) for the proposed pavement marking and signage modifications and additions along Eglinton Avenue East, Wynford Drive extension and the proposed new public streets to the City of Toronto.
123. Prior to registration of the first Plan of Subdivision, submit to the Chief Engineer and Executive Director, Engineering & Construction Services for review and acceptance, a detailed infrastructure phasing plan outlining the necessary infrastructure required to service all phases of the lands, with revisions and/or updates to the infrastructure phasing plan to be provided prior to the registration of subsequent Plan(s) of Subdivision.
124. Prior to registration of the Plan(s) of Subdivision, submit to the Chief Engineer and Executive Director, Engineering & Construction Services for review and acceptance, all revisions and/or updates to the Functional Servicing Report. It is acknowledged that the Functional Servicing Report, dated September 12, 2018 is acceptable to the City.
125. Update the accepted Functional Servicing Report, including the stormwater management strategy, if directed by the Chief Engineer and Executive Director, Engineering & Construction Services in the event that the Chief Engineer and Executive Director, Engineering & Construction Services determines that field conditions are not suitable for implementation of the servicing and stormwater strategy recommended in the Functional Servicing Report prior to proceeding to the next development phase.
126. Prior to the earlier of the registration of the subject Plan(s) of Subdivision or the Release for Construction of Services, submit to the Chief Engineer and Executive Director, Engineering & Construction Services for review and acceptance, an updated plan or plans, showing the following all to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Engineering & Construction Services:
 - a. cross-sections of all roads within the Plan of 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;
 - b. the proposed pavement markings and signage for all new roads;

- c. modifications required to the pavement markings and signs on the existing Roads; and
 - d. minimum pedestrian clearway of 2.1 metres on all Roads and at intersection of all roads.
127. Prior to earlier of the registration of the subject Plan(s) of Subdivision or the Release for Construction of Services submit to the Chief Engineer and 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 130 percent of the streetlight cost estimate and inspection fee; and
 - iii. copy of written confirmation from Toronto Hydro Energy that satisfactory arrangements have been made.
128. Submit a pavement marking and signage plan to the satisfaction of Chief Engineer and Executive Director, Engineering and Construction Services.
129. Submit a traffic signal control drawing for the proposed signalized intersections at Eglinton Avenue East/Street A, Wynford Drive/Street A, and the modified intersection at Don Mills Road/Wynford Drive, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
130. The proposed signalized intersections at Street A/Eglinton Avenue East and Wynford Drive/Street A must be approved by Toronto City Council.
131. The Owner agrees to design and construct all roads on a phased basis, including the Wynford Drive extension, and any changes to the Eglinton Avenue East/Don Mills Road interchanges, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
132. Design and construct any building or structure beneath the lands to be conveyed to the City for Street C, to the Canadian Highway Bridge Design Code CAN/CSA-S6-06, for highway loading purposes, as amended, superseded or replaced from time to time, including allowance for impact factors and with such additional strength as the structural engineer considers appropriate to support the public highway on Street C and any

structural loading imparted on it, including its construction and maintenance during the life expectancy of the public highway and any subsurface buildings or structures, all to the satisfaction of the General Manager, Transportation Services.

133. Prior to registration of a plan of subdivision, submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined later) for the proposed traffic signals at Street A/Eglinton Avenue East, Wynford Drive/Street A, and the modification to the Don Mills Road/Wynford Drive traffic signal, as required to the City of Toronto.
134. Prior to any permit for Block ~~1A, 1~~, except for excavation and shoring, the Owner shall, at its own expense, design and submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined later) for a direct underground connection from the office building on Block ~~1A, 1~~ underneath Don Mills Road and/or Eglinton Avenue East to the Metrolinx Eglinton Crosstown LRT Project being led by Metrolinx and being designed, built and financed and maintained and operated by Crosslinx Transit Solutions, for pedestrian access, with a minimum width of five metres or such minimum width as may be required by Metrolinx, to the satisfaction of the Chief Planner and General Manager, Transportation (the "Underground Connection").
135. Prior to issuance of the first above-grade permit on Blocks 6B, 6C, 10, 11, and 13 and Blocks ~~1B~~, 4, 5, and 7, whichever is earlier, submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined later) for the proposed rail pass connection (Active Rail Crossing) to the west, as required to the City of Toronto in accordance with the terms set out in the Section 37 Agreement, which the release for such security also provided in the Section 37 Agreement.
136. Prepare an updated traffic impact assessment for each major phase of the development, to the satisfaction of Transportation Services and Planning, as the total site is built-out.
137. Prior to the registration of the plan of subdivision containing Street A/Eglinton Avenue East and Wynford Drive/Street A, submit a payment of \$60,000 for a 5-year maintenance fee for the proposed new traffic signals at Street A/Eglinton Avenue East and Wynford Drive/Street A.
138. Submit financial guarantee(s) in the form of an irrevocable letter of credit (amount to be determined later), for the implementation of the required TDM plan on-site, to the satisfaction of the General Manager of Transportation Services and the Chief Planner and Executive Director, City Planning. These measures include:
 - a. The owner of each Mid-Rise and Tall Building (5 or greater storeys as shown in the zoning by-law) shall install and provide at least one television monitor or other visual display to show real-time transportation information in each such Mid-Rise and Tall Building on the Site, to be secured through the Site Plan Approval process to the satisfaction of the Chief Planner;
 - b. The owner of each subject Block or building, shall design, provide a Letter of Credit for, construct and maintain at least one bicycle repair stand for each Mid-Rise and Tall Building, the details and timing for delivery of which shall be determined as part of Site Plan Approval for each Block, or portion thereof, to the

satisfaction of the Chief Planner;

- c. Creation of mobility hub facilities in the vicinity of the LRT station access which will include public accessible car share spaces, rough in conduit for EV charging plug-ins, bike parking (provided in accordance with zoning by-law and Section 37 requirements), and other, comparable mobility facilities;

Where such letters of credit may be provided as prior to Site Plan Approval, and released, to the satisfaction of the General Manager of Transportation Services and the Chief Planner and Executive Director, City Planning.

- 139. The Owner shall provide prior to the issuance of the first above grade building permit, provide one time funding for five (5) bike share stations, totaling \$250,000.00 and submit a general plan for the location of the bike share stations positioned across the site at multiple locations, with details secured prior to site plan approval for the phase containing the bike share station;
- 140. Prior to the issuance of the first above grade building permit for the subject development, the Owner shall provide the general locations for a minimum of 25 publicly accessible car share spaces on site or within the public right of way, with detailed designs and locations to be finalized at site plan.

Metrolinx

- 141. The Owner shall agree in the subdivision agreement to prepare and submit an overall utility coordination plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade, including on-site draining facilities). Such location plans shall be to the satisfaction of the City where in or adjacent to the Eglinton Avenue East or Don Mills Road municipal rights-of-way, having considered the requirements of ECLRT infrastructure as well as relocated third party utility infrastructure.
- 142. Prior to the registration of the plan(s) of subdivision, submit to Metrolinx all revisions and/or updates to the Functional Services Plans/Reports, as well as native CAD files that are geo referenced to Metrolinx standards, where changes have occurred to blocks adjacent to Eglinton Avenue East or Don Mills Road.
- 143. The intersection of Street A and Eglinton Avenue East shall be designed and constructed to the satisfaction of the City and Metrolinx, including any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the City or Metrolinx.
- 144. The Owner shall agree in the subdivision agreement that road and pedestrian access shall be designed in a manner that does not presume extensions of these features to traverse the ECLRT at-grade guide way to/from the subdivision. Road access crossing over ECLRT infrastructure shall only be permitted from Street A and in accordance with satisfying these conditions of draft plan approval.
- 145. The Owner shall agree in the subdivision agreement that prior to the issuance of any

demolition, shoring and excavation permits, or any other building permits for the construction of this development, or any phase or stage of this development, the Owner shall complete a Metrolinx Technical Review and enter into a Construction Agreement(s) with Crosslinx Transit Solutions (CTS). The Construction Agreement(s) will ensure works are phased in a coordinated manner with that of the ECLRT construction.

146. The Owner shall agree in the subdivision agreement that no building permits are to be issued on Blocks 1 or 7 that would obstruct or otherwise interfere with the easement described as Parts 1 and 2 on Plan AT4302595.
147. The Owner shall acknowledge and agree in the subdivision agreement that:
 - a. The construction, operation and maintenance of the nearby Eglinton Crosstown Light Rail Transit (ECLRT) system may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter transmissions (collectively referred to as “Interferences”) to the lands municipally known as 844 Don Mills Road and 1150 Eglinton Avenue East, hereinafter referred to as Development;
 - b. Metrolinx and its contractor(s) will not be responsible or liable in any way for such Interferences on any of the Development and/or its occupants;
 - c. It has been advised by Metrolinx to apply reasonable attenuation/mitigation measures with respect to the level of the Interferences on and in the Development; and
 - d. Metrolinx Interferences Warning clause, as provided below, shall be inserted into all rental agreement(s), and/or offers of purchase and sale or lease and condominium declaration(s) for each block/lot/unit:

- i. The Purchaser and/or Lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 844 Don Mills Road and 1150 Eglinton Avenue East (the “Development”) to Metrolinx transit facilities and operations may result in interferences in the nature of but not limited to, noise, vibration, electromagnetic interference, stray current, smoke and particulate matter (collectively referred to as “Interferences”) to the Development and despite the inclusion of control features within the Development, if any, Interferences from transit facilities and operations may be present and be of concern to Purchasers and Lessees, interfering with activities of the occupants in the Development. Notwithstanding the above, the Purchaser and/or Lessee agrees to and releases and saves harmless the City of Toronto, Metrolinx and those persons constructing and operating the transit infrastructure from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore the Purchaser and/or Lessee acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease, agreement of purchase and sale, or other transfer or conveyance and that this requirement shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns and shall not merge with the closing of the transaction.
 - e. The Developer shall provide its solicitor’s confirmation to Metrolinx advising that the Interferences Warning clause requested above has been included in all applicable Offer(s) of Purchase and Sale and/or Rental Agreement(s) or other transfers and conveyances to ensure that future occupants are aware of the possible Interferences.
148. The Owner shall agree in the subdivision agreement that, prior to the issuance of building permits for sales trailers for the purposes of marketing commercial or residential units on the site, the Owner shall submit and obtain the written approval from Metrolinx for any display plans and other information to be used for sales and/or marketing purposes that illustrate ECLRT station infrastructure.
149. Prior to any site works or site disturbances, the Owner shall enter into one or more Construction Agreements with Crosslinx Transit Solutions as may be required, to ensure that site works do not negatively impact the timing, method of construction and scheduled delivery of the adjacent Metrolinx Eglinton Crosstown Light Rail Transit infrastructure..

Toronto District School Board

150. The Owner agrees to enter into an agreement to erect and maintain signs, at points of egress and ingress of the development site, advising that:
- “The Toronto District School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available.

For information regarding designated school(s), please call (416) 394-7526.”

These signs shall be to the Board’s specifications and erected prior to registration or issuance of any building permit.

151. The Owner agrees in the subdivision agreement, or in a separate agreement between the School Board and the Owner, to include the following warning clauses in all lease, rental, and offers of purchase and sale of residential units (prior to registration of the plan and for a period of ten years following registration), that:

“Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred.

Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board’s policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area.”

Privately-Owned Publicly Accessible Spaces (POPS) and Public Access

152. The Owner shall convey to the City any necessary public easements securing access to the publicly accessible private open spaces (POPS) and surface easement(s), to the satisfaction of the City Solicitor, and Chief Planner and Executive Director, City Planning including:
- a. Over Block 1B plaza public space (POPS);
 - b. Private Street B public access having a minimum width of 16.5 metres (surface easement);
 - c. Over Block 12 between Public Street C and Block 14B connecting in between the central and eastern most towers and along the east-west access street (POPS); and
 - d. The exact location and design and timing of delivery of the POPS to be determined in the context of site plan approval. The easements will acknowledge the use of the space as part of a large pedestrian area which will be animated with a variety of activities throughout the year, but which will remain open and accessible to the public; subject to temporary closures on terms and conditions satisfactory to the Chief Planner and Executive Director, City Planning and permitted encroachments for commercial activities, buildings and structures where appropriate and permitted by the Zoning By-law.

Heritage Preservation Services

153. The Owner agrees to the following heritage preservation matters for the property at 844 Don Mills Road:
- a. Prior to the issuance of a demolition permit for 844 Don Mills Road, submit a

dismantling and reconstruction plan, lighting plan and interpretation plan, for the heritage elements (entrance portals), to the satisfaction of the Senior Manager, Heritage Preservation Services;

- b. Carefully document, dismantle and store the reconstructed heritage elements (entrance portals) until such time that they can be re-introduced in tandem with phasing and construction related to development of Blocks 4 and 5A, all to the satisfaction of the Senior Manager, Heritage Preservation Services; and
 - c. To design and construct a base building for each of the mixed-use towers on Blocks 4 and 5A that incorporates the entrance portals, including the use of appropriate exterior finishes, the details of which to be secured during site plan approval, all to the satisfaction of the Senior Manager, Heritage Preservation Services.
154. Prior to the earlier of final site plan approval or the issuance of any building permit on Block 12, including for clarity any conditional permit or any demolition permit but excluding any building permit otherwise acceptable to the Senior Manager, Heritage Preservation Services, the Owner shall:
- a. Provide a detailed Conservation Plan, prepared by a qualified heritage consultant, for the existing building at 1150 Eglinton Avenue East, substantially in accordance with the Heritage Impact Assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services;
 - b. Enter into a Heritage Easement Agreement with the City for the property at 1150 Eglinton Avenue East substantially in accordance with the Heritage Impact Assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services subject to and in accordance with the approved Conservation Plan required in condition ~~151.154~~.a, above, all to the satisfaction of the Senior Manager, Heritage Preservation Services, and shall register such agreement to the satisfaction of the City Solicitor; and
 - c. Provide a Letter of Credit, including provisions for upward indexing, in a form and amount and from a bank satisfactory to the Senior Manager, Heritage Preservation Services to secure all work included in the approved Conservation Plan.

Archaeological

155. In the event that deeply buried archaeological remains are encountered on the property during construction activities, the Heritage Operations Unit of the Ministry of Tourism, Culture and Sport, be notified immediately at (416) 314-7146 as well as the City of Toronto, Heritage Preservation Services Unit (416) 338-1096.

156. In the event that human remains are encountered during construction, the proponent should immediately contact both the Ministry of Tourism, Culture and Sport, and the Registrar of Burial Sites, War Graves, Abandoned Cemeteries and Cemetery Closures, of the Ministry of Government and Consumer Services, (416) 212-7499.
157. If any expansions to the boundaries of the subject property are proposed, further archaeological assessment work may be required.

Section 118 Restriction for Block 5A

158. Prior to registration of a plan of subdivision for Blocks ~~1B~~, 2, 3A, 3B, 4, 5, 5A, 6B, 6C, 7, 10, 11, and 13, or immediately thereafter, the Owner shall register, to the satisfaction of the City Solicitor, a Section 118 Restriction under the *Land Titles Act* on Block 5A agreeing not to transfer or charge any part of the lands without the written consent of the Chief Planner and Executive Director, City Planning or his designate;

Canadian Pacific Rail (Conditions 159 to 170 below apply with respect to Block 11)

159. Berm, or combination berm and noise attenuation fence, having extensions or returns at the ends, to be erected on adjoining property, parallel to the railway right-of-way with construction according to the following:
- a. Minimum total height 5.5 metres above top-of-rail;
 - b. Berm minimum height 2.5 metres and side slopes not steeper than 2.5 to 1;
 - c. Fence, or wall, to be constructed without openings and of a durable material weighing not less than 20 kg. per square metre (4 lb/sq.ft.) of surface area,
- or as otherwise acceptable to Canadian Pacific Rail and the City.
160. No part of the berm/noise barrier is to be constructed on railway property.
161. A clause should be inserted in all offers of purchase and sale or lease, and be registered on title or included in the lease for each dwelling affected by any noise and vibration attenuation measures, advising that any berm, fencing, or vibration isolation features implemented are not to be tampered with or altered, and further that the Owner shall have the sole responsibility for and shall maintain these features.
162. Dwellings must be constructed such that the interior noise levels meet the criteria of the appropriate Ministry. A noise study should be carried out by a professional noise consultant to determine what impact, if any, railway noise would have on residents of proposed subdivisions and to recommend mitigation measures, if required. The Railway may consider other measures recommended by the study.
163. Setback of dwellings from the railway right-of-way to be a minimum of 30 metres. While no dwelling should be closer to the right-of-way than the specified setback, an unoccupied building, such as a garage, may be built closer. The 2.5 metre high earth berm adjacent to the right-of-way must be provided in all instances.

164. Ground vibration transmission to be estimated through site tests. If in excess of the acceptable levels, all dwellings within 75 metres of the nearest track should be protected. The measures employed may be:
- a. Support the building on rubber pads between the foundation and the occupied structure so that the maximum vertical natural frequency of the structure on the pads is 12 Hz;
 - b. Insulate the building from the vibration originating at the railway tracks by an intervening discontinuity or by installing adequate insulation outside the building, protected from the compaction that would reduce its effectiveness so that vibration in the building became unacceptable; or
 - c. Other suitable measures that will retain their effectiveness over time.
165. A clause should be inserted in all offers of purchase and sale or lease and in the title deed or lease of each dwelling within 300m of the railway right-of-way, warning prospective purchasers or tenants of the existence of the Railway's operating right-of-way; the possibility of alterations including the possibility that the Railway may expand its operations, which expansion may affect the living environment of the residents notwithstanding the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units, and that the Railway will not be responsible for complaints or claims arising from the use of its facilities and/or operations.
166. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway, and be substantiated by a drainage report to be reviewed by the Railway.
167. A 1.83 metre high chain link security fence be constructed and maintained along the common property line of the Railway and the development by the developer at his expense, and the developer is made aware of the necessity of including a covenant running with the lands, in all deeds, obliging the purchasers of the land to maintain the fence in a satisfactory condition at their expense.
168. Any proposed utilities under or over railway property to serve the development must be approved prior to their installation and be covered by the Railway's standard agreement.
169. Alternative safety measures may be considered provided they provide an equivalent or higher level of safety as the preferred mitigation measures and that any submitted alternative measures will be peer reviewed to the satisfaction of the City and CP Rail at the Owner's expense.
170. Prior to the registration of any Plan(s) of Subdivision containing any building or structure within the 30 metre setback from the Canadian Pacific Rail Corridor, the Owner shall provide a development viability report bearing the stamp of a fully insured, qualified, professional structural engineer, in addition to the noise, air quality and vibration reports, showing how at least the same level of rail safety as a 30 metre setback and berm is to be achieved, to the Canadian Pacific Railway, to be subject to peer review by a rail safety expert retained by and reporting to the Canadian Pacific Railway.

Release of Security

171. Where the Owner is required to provide a financial guarantee in the form of an irrevocable letter of credit, the Subdivision Agreement will provide appropriate terms for the release of security, on the usual terms satisfactory to the City, if such release has not been specified in the aforementioned conditions.



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[DATE]

Via Email and Courier

Local Planning Appeal Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario M5G 1E5

Local Planning Appeal Tribunal
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**Attention: Ms. Marie Hubbard,
Associate Chair**

Attention: LPAT Registrar

Dear Madam Associate Chair:

Re: **LPAT Case No. PL171369 (the “Proceeding”)
844 Don Mills Road, 1150 and 1155 Eglinton Avenue East (the “Property”)
Request for Amendment on Consent of Decision/Orders, issued January 21, 2019
and July 10, 2019 (the “Decision/Order”)**

We are the solicitors for Don Mills (ARH) Homes Ltd. the owner of the Property, as well as Diamond Corp. the applicant and appellant in connection with the above referenced Proceeding.

As discussed in further detail below, we are respectfully seeking, with the concurrence of the City of Toronto, the issuance of an amending order by the Local Planning Appeal Tribunal pursuant to its authority under Section 35 of the *Local Planning Appeal Tribunal Act* and Rule 25 of the Tribunal’s Rules of Practice and Procedure, to matters in the Decision/Order issued by the Local Planning Appeal Tribunal in the abovementioned Proceedings. Specifically, we are seeking revisions to Zoning By-law Amendment No. 1214-2019 (the “**ZBA**”), and the conditions of draft plan approval (the “**Draft Plan Conditions**”), attached as Schedules 2 and 3 respectively to the Decision/Order.

Proposed Amendments to Decision/Order:

The changes to the condition of draft plan approval and ZBA, are minor and for the purpose of facilitating the earlier construction of the first office building which will be located on Block 1A and Block 1B on the Draft Plan of Subdivision dated June 27, 2018 (the “**Draft Plan**”). For the purposes of the Draft Plan, Blocks 1A and 1B will be combined to create one combined Block, which will now be identified as Block 1. In order to reflect this change, and to allow for the development of Block 1 to proceed in advance of the balance of Phase 1, a number of minor changes are required to the Draft Plan Conditions. Enclosed herewith is a redline of the Draft Plan Conditions identifying the proposed changes.

We note that the City has the authority to clear conditions of draft plan approval pursuant to section 51(56.1) of the *Planning Act* and to administer final approval of the plan of subdivision

for the purposes of subsection 51(58) of the *Planning Act*. In this regard, the City has confirmed that it is satisfied with the attached redline of the Draft Plan, and is being provided for information purposes in support of the proposed changes to the Draft Plan Conditions.

We also attach the revised ZBA which adjusts Schedule "A" of the ZBA, which Schedule identifies the Section 37 conditions, and makes other minor technical revisions to the ZBA. To minimize the changes to the ZBA, we have maintained reference to both Block 1A and 1B, and essentially adjusted the text to provide for Block 1B to be part of Phase 1, rather than Phase 3, thereby permitting the office building proposed on Block 1A and Block 1B to proceed as part of Phase 1.

My client is appreciative of the LPAT's attention to this request. Please do not hesitate to contact the understand in the event any further information or documentation would be of assistance.

Yours truly,

McCarthy Tétrault LLP

Cynthia A. MacDougall

CAM

Encl.