

CC22.10 - CONFIDENTIAL ATTACHMENT 2 - made public on July 7, 2020

LICENCE AGREEMENT: MAJOR TERMS AND CONDITIONS

Term	Summary
Parties	Licensors: City of Toronto Licensee: Zorra Development Limited (the "Owner")
Site	Those lands municipally known as 30 and 44 Zorra Street, Toronto, Ontario.
Licence	A licence to enter upon the Caven Street Extension Lands only for the purpose of providing temporary pedestrian and vehicular access to the Site and to operate, inspect, maintain and repair the Caven Street Extension Services and Lands and for no other purpose.
Caven Street Extension Lands	Part of the Site, having no less than 733.4 square metres, in a location and configuration to the satisfaction of the General Manager, Transportation Services, as generally shown on Confidential Attachment 3 attached to this report.
Caven Street Extension Services	The infrastructure or improvements required to be constructed within the Caven Street Extension Lands, including a road, curbs, gutters, sidewalks, landscaping, sodding, seeding, signage, and other services as required by the Chief Engineer at the City of Toronto, all to the satisfaction of the Chief Engineer at the City of Toronto.
Term	The date of ownership of the Caven Street Extension Lands until the date of assumption of the Caven Street Extension Services by the City pursuant to the Section 37 Agreement between the City and the Owner.
Maintenance	The Owner agrees to maintain at its sole cost and expense the Caven Street Extension Lands and Services to a level satisfactory to the General Manager, Transportation Services at the City during the Term. The Owner's maintenance obligations pursuant to this Section shall include the regular clearing of snow and ice from the Caven Street Extension Lands.
Restoration Obligation	Upon expiry or termination of all or a portion of this Licence for any reason whatsoever, the Owner shall forthwith restore the Caven Street Extension Lands to as close as is practicable to its condition immediately prior to the Owner's use at the Owner's sole cost and expense, all to the satisfaction of the City, acting reasonably.

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Owner Release and Indemnity	The Owner shall release and indemnify the City from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property including, without restriction, employees, agents and property of the City or of the Owner directly or indirectly arising out of or resulting from or sustained as a result of either the Owner's occupation of or use of the Caven Street Extension, or the condition of the Caven Street Extension; or the affect of such condition upon adjoining properties.
Insurance	The Owner shall take out and keep in force or cause to be taken out and kept in force, a Commercial General Liability insurance policy applicable to the obligations set out in the Licence Agreement, which is in a form and with limits that are satisfactory to the City's Insurance and Risk Management Section and which is written with an insurance company licensed to transact business in the Province of Ontario, until such time as the appropriate City official no longer requires the Owner to maintain such insurance, against claims for personal injury, death or property damage resulting from any accident or occurrence arising from the carrying out of the obligations of the Owner under the Licence Agreement.