

Public Attachment B

LRO # 80 Notice Of Subdivision Agreement

Registered as AT5276072 on 2019 10 30 at 14:48

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 49

Properties

PIN 06301 - 0427 LT
Description BLOCK 1, PLAN 66M2555; SUBJECT TO AN EASEMENT OVER PARTS 4, 5 AND 6 PLAN 66R28411 AS IN SC603499; SUBJECT TO AN EASEMENT OVER PART 6 PLAN 66R28411 AS IN SC312678; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 66R29483 AS IN AT4720225; CITY OF TORONTO
Address TORONTO

PIN 06301 - 0428 LT
Description BLOCK 2, PLAN 66M2555; CITY OF TORONTO
Address TORONTO

PIN 06301 - 0429 LT
Description BLOCK 3, PLAN 66M2555; CITY OF TORONTO
Address TORONTO

PIN 06301 - 0430 LT
Description BLOCK 4, PLAN 66M2555; CITY OF TORONTO
Address TORONTO

PIN 06301 - 0431 LT
Description BLOCK 5, PLAN 66M2555; CITY OF TORONTO
Address TORONTO

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name CITY OF TORONTO
Address for Service Legal Services
55 John Street
Metro Hall, 26th Floor
Toronto, Ontario
M5V 3C6

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation JASON DAVIDSON, SOLICITOR FOR THE CITY OF TORONTO.

Party To(s)

Capacity

Share

Name GOLDMAN ELLESMERE 2 DEVELOPMENTS INC.
Address for Service 55 St. Clair Avenue West
Suite 240
Toronto, Ontario
M4V 2Y7

Statements

This notice is for an indeterminate period

This document is being registered pursuant to Inhibiting Order AT5158302 registered on 2019/06/12

Schedule: See Schedules

Signed By

Gail B. Luck 55 John St., 26th Floor acting for Signed 2019 10 28
Toronto Applicant(s)
M5V 3C6

Tel 416-392-8047

Fax 416-397-5624

I have the authority to sign and register the document on behalf of the Applicant(s).

James Barry Rotenberg 5000 Yonge Street, 10th Floor acting for Signed 2019 10 28
Toronto Party To(s)
M2N 7E9

Tel 416-222-8888

Fax 416-218-1860

I have the authority to sign and register the document on behalf of the Party To(s).

Submitted By

CITY OF TORONTO	55 John St., 26th Floor Toronto M5V 3C6	2019 10 30
Tel	416-392-8047	
Fax	416-397-5624	

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

File Number

Applicant Client File Number :	RSA1-700-6308-17
Party To Client File Number :	31350

SUBDIVISION AGREEMENT

04/29/2014

This Agreement made this 21st day of June, 2017.

B E T W E E N:

GOLDMAN ELLESMERE 2 DEVELOPMENTS INC.

(hereinafter called the "Owner")

- and -

CITY OF TORONTO

(hereinafter called the "City")

WHEREAS the Owner warrants and represents that it is the owner of the lands and premises described in Schedule "A" attached hereto (hereinafter referred to as the "Lands");

AND WHEREAS the Owner has applied to the City for approval of a Plan of Subdivision with respect to the Lands pursuant to the provisions of the *Planning Act*, as amended (hereinafter referred to as the "Draft Plan");

AND WHEREAS draft approval for a Plan of Subdivision with respect to the Lands has been granted by the City or by the Ontario Municipal Board;

AND WHEREAS By-law 229-2000 enacted pursuant to Section 51.2 (1) of the *Planning Act* delegates the powers and authority granted to Council with respect to plans of subdivision to the Chief Planner and Executive Director or his/her designates, the Directors of Community Planning;

AND WHEREAS this Agreement is entered into pursuant to the provisions of Subsection 51(26) of the *Planning Act*, as amended.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained and other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto (receipt whereof is hereby acknowledged) the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 - DEFINITIONS

In this Agreement:

- (a) "Acceptance of Services" shall mean written confirmation provided to the Owner by Engineering and Constructions Services that the requirements for acceptance of the services as set out in this Agreement have been completed in a manner satisfactory to the said City official as provided for in Section 28;
- (b) "Assumption of Services" shall mean Council approval of a report acknowledging that all requirements for assumption of services set out in this Agreement have been met;

- (c) "Base Park Improvements" shall mean the improvements made by the Owner to lands which are to be conveyed to the City for parkland as set out in Section 17;
- (d) "Chief Building Official" shall mean the Chief Building Official for the City appointed pursuant to Section 3 of the *Building Code Act*, 1992, S.O. 1992, c.23, as amended from time to time and shall include his or her designates;
- (e) "City Planning" shall mean the Chief Planner and Executive Director of City Planning for the City and shall include his or her designates;
- (f) "City Solicitor" shall mean the City Solicitor for the City of Toronto and shall include his or her designates;
- (g) "City Treasurer" shall mean the Deputy City Manager and Chief Financial Officer for the City and shall include his or her designates;
- (h) "Consulting Engineer" shall mean a professional engineer or firm of engineers retained by the Owner and skilled and experienced in municipal work and land development projects and registered with the Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act*;
- (i) "Council" shall mean the Council of the City of Toronto;
- (j) "Engineering and Construction Services" shall mean the Executive Director of Engineering and Construction Services for the City and shall include his or her designates;
- (k) "Financial Security" shall mean a letter of credit in a form and from an institution acceptable to the City Treasurer or a certified cheque payable to the City Treasurer and shall be sufficient to guarantee the terms and obligations set out in this Agreement;
- (l) "Landscape Architect" shall mean a professional landscape architect or firm of landscape architects retained by the Owner and skilled and experienced in design, planning and management of the land and registered with the Ontario Association of Landscape Architects, possessing a current certificate of authorization to practice landscape architecture as required by the *Ontario Association of Landscape Architects*;
- (m) "Noise Control Consultant" shall mean a professional engineer or firm of engineers retained by the Owner and skilled and experienced in acoustical and vibration measurement and abatement and registered with the Professional Engineers of Ontario, possessing a current certificate of authorization to practice professional engineering as required by the *Professional Engineers Act*;
- (n) "Owner" shall mean the registered owner of the lands within the Plan of Subdivision;
- (o) "Parks, Forestry and Recreation" shall mean the General Manager of Parks, Forestry and Recreation for the City and shall include his or her designates;
- (p) "Plan of Subdivision" shall mean the plan of subdivision as approved for the Lands described in Schedule "A";
- (q) "Qualified Person" shall mean a person retained by the Owner who meets the qualification requirements set out in the Environmental Protection Act by

Ontario Regulation 153/04. Ontario Regulation 153/04 of the Environmental Protection Act defines four different types of qualified persons and the Regulation sets out the qualifications for each type of environmental site assessment work;

- (r) "Services" shall mean all infrastructure or improvements, including Base Park Improvements, which may be required to fully service the Lands and any lands adjacent thereto in conjunction with the Lands, whether municipal services or services of a nature or kind that are not deemed to be municipal services, and without limiting the generality of the foregoing, shall include roads, lanes, curbs, gutters, sidewalks, storm and sanitary systems, water systems, drainage works, stormwater management facilities, swales, grading, landscaping, sodding, seeding, erosion control works, street lighting, traffic signals, pavement markings, fencing, signage, and all services, works and facilities incidental thereto or in connection therewith, or necessary to complete any and all of the foregoing;
- (s) "Standards and Specifications" shall mean the detailed description of construction, materials, methods and workmanship of Services to be used by the Owner in the construction of the Services as prescribed by the City and in effect at the time of execution of this Agreement, or such other additional requirements which may be specified by the City;
- (t) "Substantial Performance" shall have the same meaning as set out in the *Construction Lien Act*, R.S.O. 1990, c. C 30;
- (u) "Subdivision" shall mean the lands to be developed in conjunction with the draft plan approval under Subdivision Approval No. 13 268033 ESC 37 SB;
- (v) "Toronto Hydro Electric" shall mean Toronto Hydro-Electric System Limited;
- (w) "Toronto Hydro Energy" shall mean Toronto Hydro Energy Services Inc.; and
- (x) "T.R.C.A." shall mean the Toronto and Region Conservation Authority.

SECTION 2 - SCOPE OF AGREEMENT

2.1 The Owner agrees to construct and provide those Services and other facilities on and external to the Lands, in accordance with this Agreement, and to complete or provide at its own expense and in a good and workmanlike manner, all the Services, and all other matters and facilities provided for in this Agreement, to the satisfaction of the appropriate City official, and to complete, perform or make cash-in-lieu payment for such other matters as may be provided for herein.

2.2 All Services shall be constructed in accordance with the plans, Standards and Specifications concurred in by Engineering and Construction Services, City Planning, and Parks, Forestry and Recreation as the case may be, as outlined in this Agreement and the Schedules hereto and all other appropriate authorities. Concurrence shall be deemed not to have been given by the City if the plans for the Services do not comply with all the applicable laws or where any concurrence was based on incorrect information.

2.3 Unless otherwise stated, all work required to be done pursuant to this Agreement shall be done in accordance with the Standards and Specifications in force at the time of execution of this Agreement and to the satisfaction of the appropriate City official.

SECTION 3 - ENGINEERING SERVICES

3.1 The Owner agrees to retain a Consulting Engineer to design all Services and carry out all the necessary engineering and inspection requirements to be performed for the development of the Subdivision and for the provision and installation of Services required by this Agreement. The Consulting Engineer shall continue to be retained until the Assumption of Services as provided for in this Agreement is complete. The Consulting Engineer shall serve as the Owner's representative in all matters related to the provision and installation of the Services and shall be the primary engineering contact with the City.

3.2 The Owner agrees to ensure that the Consulting Engineer performs all engineering duties including but not limited to the following:

- (a) prepare all required functional design and feasibility reports which will set the scope of the engineering design to follow;
- (b) prepare and submit to the City all required designs and engineering drawings of all Services to be installed and constructed. The drawings shall be on mylar and in a digital format acceptable to Engineering and Construction Services;
- (c) ensure all environmental, geotechnical, soil and groundwater investigations are carried out, by firms experienced and certified in the appropriate field(s) and to submit the reports to the Owner and the City in accordance with this Agreement;
- (d) in cases where retaining walls are proposed, the consultant responsible for the design shall be a member of the Professional Engineers of Ontario, experienced in Structural Engineering;
- (e) prepare and submit to the City a Construction Management Plan as set out in Section 7;
- (f) prepare and administer all necessary contract(s);
- (g) obtain all necessary approvals from the City, its Agencies, Boards and Commissions or any external authority having jurisdiction as may be necessary;
- (h) provide and confirm the field layout of all Services and site development;
- (i) provide full time on-site inspection and prepare daily inspection reports to Engineering and Construction Services. The daily inspection reports shall be provided to Engineering and Construction Services on a weekly basis and shall be completed, in full, on inspection forms to the satisfaction of Engineering and Construction Services;
- (j) inspect all Services installed or constructed, prepare performance rectification lists for deficient construction and arrange for such rectifications;
- (k) certify in writing that all rectifications to the Services have been completed using good engineering practices and in accordance with the Standards and Specifications and engineering drawings accepted by Engineering and Construction Services;
- (l) provide to the builder, a copy of the "Subdivision Grading and Building Siting Control Plan" required pursuant to Section 12;

- (m) provide to the Chief Building Official a "Lot Grading and Building Siting Control Plan" and "Site Certificate of Conformance" as set out in Section 12;
- (n) verify building floor elevations when, in the opinion of the Chief Building Official, such verification is necessary;
- (o) inspect all site development work, identify deficiencies, prepare rectification lists and ensure that all grading, driveway locations and site development rectifications have been corrected prior to issuance of the "Site Certificate of Compliance";
- (p) prepare and provide Engineering and Construction Services and the Chief Building Official, a "Site Certificate of Compliance" for each lot within the Plan of Subdivision as set out in Section 29;
- (q) maintain all records of construction and appropriate reports and upon completion, to provide to Engineering and Construction Services a complete set of "as built" engineering drawings and associated design calculations showing the final plan and profile locations of all Services including connections to street line. The drawings shall be on mylar and in a digital format acceptable to Engineering and Construction Services;
- (r) provide co-ordination and scheduling to comply with the timing provisions of this Agreement;
- (s) arrange for all quantitative and qualitative laboratory tests of any materials used in conjunction with the construction of the Services, by a certified testing firm, and provide copies of all reports to Engineering and Construction Services;
- (t) provide to Engineering and Construction Services a Certificate of Substantial Performance and provide a statutory declaration that there are no Claims for Lien preserved with respect to the Lands prior to the Owner's request for Acceptance of Services;
- (u) provide to Engineering and Construction Services a written application for a reduction of Financial Securities as set out in Section 26; and
- (v) submit written certification to Engineering and Construction Services that the Services to be accepted have been constructed or carried out in accordance with the engineering drawings accepted by Engineering and Construction Services and in accordance with the Standards and Specifications and in accordance with good engineering practices.

3.3 The Owner agrees to provide Engineering and Construction Services with a letter in an acceptable form indicating that there is a hiring agreement or contract between the Owner and its Consulting Engineer to provide engineering services as set out in this Agreement before any engineering drawings are submitted to Engineering and Construction Services.

3.4 The said agreement or contract shall provide that Engineering and Construction Services may inspect or cause to be inspected the construction of the Services and shall have the authority to require the Owner to cease work in the event that:

- (a) safety is compromised;
- (b) work is not being performed in accordance with good engineering practices;
- (c) an adjustment to the design is required to suit conditions not known at the time of review of the engineering drawings; or

- (d) the work is being performed without full-time consultant inspection.

The Owner acknowledges and agrees that should circumstances warrant the City to require the Owner to cease work, any loss of profits or costs incurred, as a result of the stoppage of work, are at the Owner's expense.

SECTION 4 - RELEASE FOR CONSTRUCTION OF SERVICES

4.1 The Owner shall not commence construction of Services until Engineering and Construction Services is satisfied that the following conditions have been met:

- (a) this Agreement has been signed by the Owner;
- (b) the Official Plan Designation and Zoning By-law to permit the intended use of the Lands have been approved by Council and is in full force and effect;
- (c) the engineering drawings have been accepted by Engineering and Construction Services in consultation with Parks, Forestry and Recreation where:
 - (i) lands will be conveyed to the City for park or conservation purposes;
 - (ii) the subdivision lands abut an existing park or valley lands; or
 - (iii) there are trees to be preserved;
- (d) the Subdivision Grading and Building Siting Control Plan has been accepted by Engineering and Construction Services, in consultation with Parks, Forestry and Recreation where:
 - (i) there are trees to be preserved, as set out in Section 18;
 - (ii) the subdivision Lands abut an existing park or valley lands; or,
 - (iii) lands will be conveyed to the City for park or conservation purposes;
- (e) the Composite Utility Plan(s) have been concurred in, as evidence by the signature of all affected utility companies, Parks, Forestry and Recreation and City Planning;
- (f) the Owner has provided copies of the approval letters from external agencies which may be required such as the Ministry of the Environment, T.R.C.A. or others pertaining to the Services that are to be constructed;
- (g) written confirmation has been received from Toronto Hydro Electric that satisfactory arrangements have been made with respect to the installation of the electrical distribution system and from Toronto Hydro Energy with respect to the installation of street lighting for the Plan of Subdivision, including the provision of any financial requirements set out in any agreement with Toronto Hydro Electric or Toronto Hydro Energy;
- (h) the Construction Management Plan has been accepted by Engineering and Construction Services as set out in Section 7;
- (i) the Tree Preservation Plan as set out in Section 18, has been approved and the Owner has submitted Financial Security to the satisfaction of Parks, Forestry and Recreation in consultation with Engineering and Construction Services and the relevant recommendations of the Tree Preservation Plan have been implemented by the Owner;
- (j) the Owner has obtained all necessary approvals and/or permits related to the injury and destruction of trees from Parks, Forestry and Recreation;

- (k) the Owner has deposited with the City Financial Security as set out in Section 25;
- (l) the Owner has deposited with the City proof of insurance as set out in Section 8;
- (m) the Owner has deposited with the City proof of Worker Safety and Insurance Board Clearance Certificate;
- (n) any lands external to the Plan of Subdivision required for municipal or easement purposes have been conveyed to the City free and clear of all encumbrances both physical and title related matters and meet the requirements set out in Section 16;
- (o) any requirements set out in Schedule "B" of this Agreement and any other requirements of Engineering and Construction Services;
- (p) payment of the Engineering and Inspection fees required pursuant to Section 11 and any other fees required pursuant to this Agreement;
- (q) the Owner has obtained a roadway occupancy permit for works required on roads external to the Plan of Subdivision or other permits as may be required;
- (r) the Owner has submitted all environmental site assessment reports describing the current site conditions and the proposed remedial action plans to Engineering and Construction Services for a third-party peer review and Engineering and Construction Services has received concurrence from the peer reviewer; and
- (s) the Owner agrees to pay all costs associated with the City retaining a third-party peer reviewer and has submitted a certified cheque payable to the City in the amount of Eight Thousand Dollars (\$8,000.00), as a deposit towards the cost of the peer review to the satisfaction of Engineering and Construction Services.

4.2 Upon confirmation that all of the above conditions have been satisfied by the Owner, Engineering and Construction Services will issue written permission to commence construction of Services.

SECTION 5 - INSTALLATION OF MUNICIPAL SERVICES WITHOUT WRITTEN PERMISSION

5.1 In the event the Owner installs any portion of the municipal services prior to satisfying the terms and obligations of Section 4, Release for Construction of Services and without the City's permission to do so, the Owner will be responsible for:

- (a) the costs incurred by the City to satisfy itself that all services have been installed in accordance with the Standards and Specifications; and
- (b) the costs and implementation of all rectifications identified by the City, all to the satisfaction of Engineering and Construction Services acting reasonably.

5.2 Further to Section 5.1, the Owner acknowledges and agrees that the costs to be borne by the Owner may cover, but are not necessarily limited to:

- (a) the excavation of storm and sanitary sewers, watermains and/or appurtenances at various locations and to various depths to confirm the provision of adequate materials and workmanship;

- (b) the video inspection of all underground services, including storm and sanitary sewers and watermains;
- (c) the necessary survey work to ensure that all services have been installed in the correct horizontal and vertical alignment and in accordance with the acceptable engineering drawings;
- (d) the extension of the usual maintenance periods;
- (e) the provision for peer review and report to the City regarding all of the required data collected with respect to the uninspected installation of municipal services and to provide the City with recommendations regarding what corrective steps should be taken;
- (f) the completion of all rectification work recommended in the peer review and report referred to in subsection (e), as required by the City;
- (g) the inspection and/or engineering costs associated to the work required for any necessary rectifications identified by the peer review and report referred to in subsection (e), as accepted by the City; and
- (h) any other costs with respect to the uninspected installation of municipal services identified by Engineering and Construction Services.

5.3 The Owner agrees to pay all costs associated with the matters set out in Section 5 to the City no later than thirty (30) days following the date of the invoice issued to the Owner by the City.

SECTION 6 - INSTALLATION OF SERVICES

6.1 Water Distribution System

6.1.1 The Owner agrees to construct a complete water distribution system or systems to service the Lands in accordance with engineering drawings accepted by Engineering and Construction Services and in accordance with the Standards and Specifications.

6.1.2 The repair and maintenance of the water distribution system installed by the Owner shall be the responsibility of the Owner and not that of the City until Assumption of Services by the City as set out in Section 29.

6.1.3 The Owner agrees that Engineering and Construction Services may connect or authorize connection to the water distribution systems from the existing City water distribution system, but such connections shall not constitute Acceptance of Services by the City as set out in Section 28.

6.1.4 The Owner agrees that only the City or its agents shall have the right to operate valves for watermains or for hydrants and no other person shall operate or interfere with them in any manner unless specifically permitted, in writing, by Engineering and Construction Services. All costs incurred by the City to operate valves for watermains or for hydrants will be borne by the Owner.

6.1.5 The Owner agrees that hydrants may not be used by the Owner, contractors or builders for water needed during construction without the prior written approval of Engineering and Construction Services, for which a fee may be payable as determined by the City.

6.1.6 The Owner agrees to apply for and pay for the supply and installation of a water metre in accordance with the current Water Use By-law. The Owner shall make the application to Engineering and Construction Services.

6.1.7 The Owner agrees to arrange for disinfection of the water distribution system constructed by the Owner in accordance with the Ministry of the Environment requirements and the Standards and Specifications. There is to be no connection to the existing City system until the Owner provides passing test results acceptable to Engineering and Construction Services.

6.1.8 The Consulting Engineer shall certify the Services as having been constructed in accordance with the engineering drawings accepted by Engineering and Construction Services and to the Standards and Specifications prior to Acceptance of Services by the City as set out in Section 28.

6.2 Sewer Systems

6.2.1 The Owner agrees to practice stormwater management techniques in the development of this Subdivision to the satisfaction of Engineering and Construction Services.

6.2.2 The Owner agrees to construct complete storm and sanitary sewer systems, including stormwater management facilities, sanitary and storm connections to the street line and catch-basins and leads to service the Lands, in accordance with engineering drawings accepted by Engineering and Construction Services and in accordance with the Standards and Specifications.

6.2.3 The repair and maintenance of the storm and sanitary sewer systems installed by the Owner shall be the responsibility of the Owner and not that of the City until Assumption of Services by the City as set out in Section 29.

6.2.4 The Owner agrees that Engineering and Construction Services may connect or authorize connection to the said systems from existing storm and sanitary sewer systems but such connections shall not constitute Acceptance of the sewer systems by the City.

6.2.5 Prior to placement of surface asphalt and prior to Acceptance of Services by the City as set out in Section 28, the Owner agrees to undertake closed circuit television inspection to ensure all municipal sewer installations are in accordance with the Standards and Specifications and to provide Engineering and Construction Services with associated records and reports.

6.2.6 The Owner agrees if required by Engineering and Construction Services, to conduct, at its sole expense, a dye-testing inspection of all internal plumbing and external surface drains to confirm connections to the correct sewer system and further agrees to provide reports to Engineering and Construction Services documenting the inspection.

6.2.7 The Consulting Engineer shall certify the Services as having been constructed in accordance with the engineering drawings accepted by Engineering and Construction Services and to the Standards and Specifications prior to Acceptance of Services by the City as set out in Section 28.

6.3 Roads and Lanes

6.3.1 Prior to the installation or construction of municipal Services provided for pursuant to this Agreement, the Owner agrees to rough grade to the full width, all road allowances as shown on the Plan of Subdivision to the satisfaction of Engineering and Construction Services.

6.3.2 The repair and maintenance of the roads and lanes installed by the Owner shall be the responsibility of the Owner and not that of the City until Assumption of Services by the City as set out in Section 29.

6.3.3 The Owner agrees to construct all roads and lanes on the Plan in accordance with engineering drawings accepted by Engineering and Construction Services and in accordance with Standards and Specifications.

6.3.4 The Owner agrees that, should Release for Construction of Services precede Registration of the Plan then the roads will be constructed to base course asphalt and that the lanes will be constructed in concrete with base curbs extending to existing City roads, and shall be certified by the Consulting Engineer to the satisfaction of Engineering and Construction Services, prior to Registration of the Plan of Subdivision.

6.3.5 In the alternative, if the Owner elects to proceed to Registration of the Plan prior to the Release for Construction of Services, then the roads will be constructed to base course asphalt and that the lanes will be constructed in concrete with base curbs extending to existing City roads, and shall be certified by the Consulting Engineer to the satisfaction of Engineering and Construction Services, prior to issuance of a building permit.

6.3.6 The surface course of asphalt shall not be placed prior to the end of the maintenance periods for all other Services unless otherwise approved in writing by Engineering and Construction Services.

6.3.7 The Owner agrees to install street lighting, street light poles and any other appurtenances for lighting of all roads including abutting roads to the satisfaction of Toronto Hydro Energy.

6.3.8 The Owner agrees to keep roads, lanes, boulevards and easements required for municipal or other Services clear and free of all materials and obstructions to the satisfaction of Engineering and Construction Services while the Lands are being developed and thereafter until Assumption of Services by the City as set out in Section 29.

6.3.9 The Consulting Engineer shall certify the Services as having been constructed in accordance with the engineering drawings accepted by Engineering and Construction Services and to the Standards and Specifications prior to Acceptance of Services by the City as set out in Section 28.

6.3.10 The Owner agrees to maintain all roads, lanes, boulevards and sidewalks, existing, newly constructed or reconstructed under this Agreement, to a level satisfactory to Engineering and Construction Services until Assumption of Services by the City as set out in Section 29.

6.3.11 The City shall carry out repairs to or clean-up roads and lanes at the Owner's expense if such repairs or clean-up are not carried out within forty-eight hours of written notice to the Owner or its Consulting Engineer.

6.3.12 The Owner agrees to construct paved driveway approaches between the edge of the travelled roadway and the streetline. It is understood and agreed that where sidewalks are located within one metre of the streetline, the paved driveway approach shall terminate at the sidewalk rather than the streetline, all to the satisfaction of Engineering and Construction Services.

6.4 Winter Maintenance and Household Solid Waste and Recyclable Collection

6.4.1 Prior to Assumption of Services as set out in Section 29, the Owner agrees to be responsible for all winter maintenance and household solid waste and recyclable collection within the Subdivision.

6.4.2 The City, in its sole discretion, may clear snow and collect household solid waste and recyclable materials on roads within the Subdivision only if the following conditions are met:

- (a) a written request, for the provision of snow removal and/or household solid waste and recyclable collection services, is submitted to Engineering and Construction Services by the Owner;
- (b) all conditions of occupancy have been met and occupancy has occurred;
- (c) roads within the Subdivision provide for continuous forward movement for solid waste and recyclable collection vehicles;
- (d) all maintenance holes and catchbasins are either ramped with base course asphalt or adjusted to the base asphalt levels; and
- (e) roads are kept clear of dust, debris, building materials and any other items that would, in the opinion of Engineering and Construction Services, impede movement of City vehicles or equipment.

6.4.3 The Owner agrees that clearing of snow and ice or the collection of household solid waste and recyclable materials from roads within the Subdivision prior to the Assumption of Services shall not be construed for any purpose whatsoever as Acceptance or Assumption of Services by the City. The Owner agrees to absolve and indemnify the City from any and all liability of any kind whatsoever arising from such winter maintenance or household solid waste and recyclable collection directly or indirectly.

6.5 Public Walkways

6.5.1 The Owner agrees that all public walkways are to be constructed in accordance with engineering drawings accepted by Engineering and Construction Services.

6.6 Street Signs

6.6.1 All street names on the Plan of Subdivision shall be approved by Engineering and Construction Services and indicated on the final Plan of Subdivision to be registered.

6.6.2 Prior to the Release for Construction of Services, the Owner agrees to pay to the City an amount to be determined by Engineering and Construction Services for permanent street name signs and traffic control signs in such locations as accepted by Engineering and Construction Services.

6.6.3 Following base course asphalt, the Owner agrees to provide, erect and maintain at its expense and to the satisfaction of Engineering and Construction Services:

- (a) temporary signs warning motorists that the new street is not assumed or maintained by the City and that the use of the street is at their own risk; and
- (b) temporary traffic control and street name signs, until permanent signs have been erected by the City.

6.7 Electrical Distribution System and Street Lighting

6.7.1 The Owner agrees to enter into such agreements and provide such financial securities as may be required by Toronto Hydro Electric with respect to the provision of underground electrical distribution systems, and Toronto Hydro Energy with respect to street lighting and any necessary appurtenances to service the subdivision Lands and such other matters, as Toronto Hydro Electric and Toronto Hydro Energy may require; all in accordance with standards and specifications in effect at the time of commencement of construction.

6.7.2 Prior to Registration of the Plan of Subdivision, the Owner agrees to submit to all appropriate utility companies, all plans necessary for their review and approval and shall obtain the approval of all necessary provincial and federal regulatory authorities, and shall be responsible for paying all related fees or other charges.

6.7.3 The Owner agrees to pay all costs associated with the provision of all required servicing including but not limited to:

- (a) the provision of all necessary easements as identified by the affected utility company; and
- (b) the provision of "Composite Utility Plan(s)", in conjunction with the engineering drawings and in accordance with the Standards and Specifications that shows the following:
 - (i) Location of Hydro distribution system, Telecommunication and Gas main lines (including all appurtenances);
 - (ii) Location of all existing and proposed street trees;
 - (iii) Location of all proposed street lighting infrastructure;
 - (iv) Location of all municipal services and infrastructure;
 - (v) Sign off from Hydro, Gas, Telecommunications, Parks, Forestry and Recreation indicating concurrence with the Plan;
 - (vi) Location of all Canada Post facilities; and
 - (vii) Location of all driveways.

6.7.4 The Owner agrees to pay all costs, for the construction and installation of all proposed utility systems, including all above and below grade appurtenances, the protection of the existing trees, the trees to be planted, the street lighting, the infrastructure, the water distribution and the sewer systems including appurtenances as shown on the Composite Utility Plan.

6.8 General Servicing Provisions

6.8.1 Testing

Engineering and Construction Services may have qualitative or quantitative tests made of any materials which have been, or are proposed to be used in the construction of any services required by this Agreement and the cost of such tests shall be paid by the Owner within thirty (30) days of the account being rendered by the City.

6.8.2 Cost of Service Relocation

Should the relocation or abandonment of existing services and utilities become necessary as a result of any work done on or in conjunction with subdivision, the Owner agrees to pay the cost of such relocation or abandonment of any existing services and utilities within thirty (30) days of the account for same being rendered by the City.

6.8.3 Restoration of Municipal Services

The Owner agrees to restore all existing municipal services damaged due to development activities of this Subdivision to the satisfaction of Engineering and Construction Services.

SECTION 7 - CONSTRUCTION MANAGEMENT PLAN

7.1 Prior to Release for Construction of Services as set out in Section 4, the Owner agrees to provide to the satisfaction of Engineering and Construction Services, a Construction Management Plan which shall include the following:

- (a) Construction schedule;
- (b) Dust/mud/sediment control on and off-site;
- (c) Location of truck loading points, trailer parking;
- (d) Location, height and treatment of temporary material storage and staging areas;
- (e) Access/truck routing;
- (f) Provision of hoarding, temporary fencing, covered walkways, sidewalk diversions;
- (g) Location and timing of temporary road closures and alternative routes/detours;
- (h) Location and extent of operation of aerial cranes;
- (i) Details of piling and shoring activities;
- (j) Control of storm run-off, including any siltation and erosion control devices or techniques which may be required and their maintenance;
- (k) Method of removal and disposal of excavated materials to the Ministry of the Environment standards, where required;
- (l) Parking management plan for existing parking to be displaced and for employee/construction vehicle parking;
- (m) Vibration and noise control;
- (n) Traffic control; and,
- (o) Procedure to deal with vermin and rodents.

7.2 The Owner agrees to obtain all necessary permits and/or approvals that may be required to implement the Construction Management Plan.

7.3 The Owner acknowledges and agrees to comply with all municipal noise by-laws with respect to the operation of any equipment or in connection with any construction on the Lands.

7.4 The Owner agrees to implement the provisions of the Construction Management Plan in the construction of Services, buildings and structures on the subdivision Lands to the satisfaction of Engineering and Construction Services.

SECTION 8 – INSURANCE

8.1 The Owner will effect, maintain or cause to be maintained, and kept in force, a Commercial General Liability insurance policy applicable to the obligations set out in this Agreement, which is in a form that is 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. Prior to the earlier of Release for Construction of Services as set out in Section 4 or Registration of the Plan as set out in Section 13, the Owner shall deposit a Certificate of Insurance using the City's current standard Certificate of Insurance Form evidencing the coverage required pursuant to this Section.

8.2 The insurance policy shall provide for the following:

- (a) a minimum limit of such policy shall be Five Million Dollars (\$5,000,000.00) per occurrence, exclusive of interest and costs;
- (b) the City as additional insured;
- (c) Coverage with respect to Cross-Liability and Severability of Interest; Employer's Liability and Contingent Employer's Liability, Non-Owned

Automobile Liability; and any other provision applicable to the obligations to be carried out in connection with this agreement; and

(d) thirty (30) days prior written notice of cancellation or material change.

8.3 The policy shall be maintained in force until the Assumption of Services as set out in Section 29.

8.4 The Owner shall file a renewal certificate using the City's current standard Certificate of Insurance Form prior to the expiration of the existing policy provided pursuant to the Agreement without notice or demand by the City. If the Owner fails to pay the renewal premium, the Financial Security held by the City pursuant to Section 25 may be drawn on to cover the costs of same. In the event the City elects to draw on the Financial Security to pay the renewal premium, the Owner will be required to resubmit the Financial Security in an amount satisfactory to the City to guarantee completion of the Services required under the terms of this agreement.

8.5 The Owner further agrees to supply a Certificate of Insurance in a form and amount satisfactory to any other applicable governmental authority or to any other person whose lands or services are being worked upon, traversed or affected by the work provided for herein. The policy shall indemnify the applicable Governmental Authorities or person, as the case may be, from any loss arising from claims for damages, injury or otherwise in connection with the work done by or on behalf of the Owner.

SECTION 9 - SMOG ALERT RESPONSE PLAN

9.1 The Owner shall ensure that it is aware of the Smog Alert Status within the City of Toronto at all times, when there is construction work of any kind being performed upon its lands. Information can be obtained by accessing the Ministry of the Environment Smog Alert Network web site at www.airqualityontario.com for current Air Quality Index (AQI) readings and air quality forecasts.

9.2 The Owner shall use its best efforts to respond in accordance with the "Smog Alert Response Plan" for the City of Toronto, as determined by the City of Toronto Medical Officer of Health. A copy of the Smog Alert Response Plan is available upon request. The Owner shall use its best efforts to ensure that all employees, agents, consultants, contractors and/or sub-contractors employed or working on the subject lands adhere to the City's Smog Alert Response Plan. The Owner acknowledges and agrees to use its best efforts to ensure that any works affected by the Smog Alert shall be performed, and/or completed, only after cancellation of the Smog Alert, at its sole expense. Any costs associated with work stoppages resulting from a Smog Alert shall be borne by the Owner.

SECTION 10 - CITY INSPECTIONS

10.1 The Owner agrees to construct and install all Services under the observation of inspectors employed by the City as directed by Engineering and Construction Services.

10.2 At least two (2) business days prior to commencement of construction, the Owner agrees to ensure that its Consulting Engineer notifies Engineering and Construction Services in writing of the proposed date of commencement of construction.

SECTION 11 - FEES

11.1 Prior to the earlier of Release for Construction of Services as set out in Section 4, or Registration of the Plan as set out in Section 13, the Owner agrees to pay engineering and inspection fees, in the amount of Five Percent (5%) of the final estimated costs of the construction of Services and all other construction obligations pursuant to this Agreement, plus Harmonized Sales Tax ("HST") on the said

engineering and inspection fees. The calculation of the fee will be based on the costs estimate used to calculate the amount of the Financial Security as set out in Section 25 and the amount will be determined by Engineering and Construction Services, whose decision shall be final. It is acknowledged that these fees do not include the fee to review sewer and water works as required by the *Ontario Water Resources Act*, as amended from time to time for both direct submission applications and the associated Transfer of Review Program.

11.2 Prior to Registration of the Plan of Subdivision, the Owner agrees to pay Forty Dollars (\$40.00) per lot/block towards the cost of geodetic and aerial survey.

11.3 Prior to Registration of the Plan of Subdivision, the Owner agrees to pay any additional fees identified in Schedule "B", as being required to be paid prior to registration.

SECTION 12 - GRADING AND BUILDING SITING CONTROL

12.1 Subdivision Grading and Building Siting Control Plan

12.1.1 Prior to the earlier of Release for Construction of Services or Registration of the Plan of Subdivision, the Owner shall provide to the satisfaction of Engineering and Construction Services, in consultation with Parks, Forestry and Recreation, the "Subdivision Grading and Building Siting Control Plan" in conjunction with the engineering drawings and in accordance with Standards and Specifications that shows the following:

- (a) The existing and proposed grading of the lands within the Plan of Subdivision for the proper drainage thereof and to ensure that all adjacent lands outside the Plan of Subdivision are not adversely affected;
- (b) Stormwater overland flow route;
- (c) All appurtenances associated with all Services and utilities;
- (d) All proposed and existing streets, driveways, curbs and gutters, street trees, sidewalks and boulevards;
- (e) Trees and/or wooded areas proposed for removal, trees and/or wooded areas to be preserved and tree protection measures including tree protection barriers which clearly illustrate tree protection zones, the location of utilities and services such as curb and gutter, sidewalks, sewer and water connections;
- (f) Any retaining walls, swales, berms and noise barriers and vibration abatement measures; and
- (g) All proposed building envelopes within the Plan of Subdivision.

12.1.2 The Owner agrees that the grading of lands, the location of driveways and the site development shall be carried out in accordance with the above Subdivision Grading and Building Siting Control Plan.

12.1.3 The Owner shall carry out any temporary or permanent drainage works that may be necessary to eliminate ponding or erosion conditions, at its sole expense.

12.1.4 The Owner shall, at its own expense, take such measures as are necessary to correct the surface drainage situation and restore all damaged property to its original condition as determined by and to the satisfaction of Engineering and Construction Services, should any of the grading operations within the Plan of Subdivision cause

disturbance to the natural drainage pattern for the surrounding area, resulting in flooding or erosion of adjacent lands outside the Plan of Subdivision.

12.1.5 The Owner agrees to sod the front, side and rear yards of each of the lots except for paved, granular, or planted areas, following occupancy of each lot and in any case not later than eight (8) months following occupancy of each lot, as determined by Engineering and Construction Services.

12.1.6 The Owner agrees for itself, its heirs, executors, administrators, successors and assigns that it will not alter the slope of the Lands laid out by the Plan of Subdivision, nor interfere with any drains established on the subdivision Lands, except in accordance with the approved Lot Grading and Building Siting Control Plan, without the prior written consent of Engineering and Construction Services. The Owner further agrees to maintain any such alterations approved by Engineering and Construction Services.

12.1.7 The Owner agrees to include a restriction in all offers of purchase and sale and/or lease agreements for each dwelling unit on the Lands within the Plan of Subdivision and to register a Restrictive Covenant against the subdivision Lands as follows:

"The Transferee, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree that they will not alter the slope of the lands described herein nor interfere with any drains established on the lands, nor alter the width of the driveway, except in accordance with the approved Lot Grading and Building Siting Control Plan, without the written consent of the City and further that the Transferee will maintain any such alterations approved by the City".

12.2 Lot Grading and Building Siting Control Plan

12.2.1 In conjunction with any building permit application submission, the Owner agrees to provide to the Chief Building Official a "Lot Grading and Building Siting Control Plan", prepared by the Owner's Consulting Engineer in accordance with Standards and Specifications, indicating for each lot on the Plan of Subdivision:

- (a) how the "Lot Grading and Building Siting Control Plan" conforms with the "Subdivision Grading and Building Siting Control Plan";
- (b) that the existing and proposed grading will provide proper drainage from the lot as well as proper drainage of all adjacent lands which drain through the lot;
- (c) the specified building grades including proposed garage floor, basement floor, first floor and exterior ground surface elevations;
- (d) the widths and locations of driveways;
- (e) utilities and services such as curb and gutter, sidewalks, sewer and water connections;
- (f) retaining walls, berms, fencing and noise barriers and vibration abatement measures;
- (g) trees to be removed, trees to be preserved and tree protection measures including tree protection barriers which clearly illustrate tree protection zones, as well as public trees to be planted;
- (h) percentage of slope on driveways and swales or drainage ditches; and,
- (i) any existing or proposed easements.

12.2.2 The Owner agrees that the building permit application drawings submitted for building permits under the supervision of the Owner's Consulting Engineer shall conform with the "Lot Grading and Building Siting Control Plan".

12.2.3 In conjunction with any building permit application submission, the Owner agrees to submit to the Chief Building Official its Consulting Engineer's "Site Certificate of Conformance", indicating that the building permit drawings conform to the "Subdivision Grading and Building Siting Control Plan" and to the "Lot Grading and Building Siting Control Plan".

12.2.4 If, in the opinion of Engineering and Construction Services, drainage problems, driveway - utility conflicts, or excessively wide driveways occur prior to receipt of the "Site Certificate of Compliance" required pursuant to Section 29 whether or not shown on the "Subdivision Grading and Building Siting Control Plan", the Owner agrees to:

- (a) correct drainage problems by re-grading or by the construction of catch-basins, swales or other structures as may be necessary to correct such problems;
- (b) arrange for the relocation or adjustment at its own expense of any public utility, municipal service or driveway apron where, in the opinion of Engineering and Construction Services, inadequate clearance has been provided from any driveway; and
- (c) submit to Engineering and Construction Services, any revisions to the "Subdivision Grading and Building Siting Control Plan" before any work is done.

12.2.5 The Owner agrees following submission of the "Site Certificate of Compliance" not to alter the width of the driveway to render the property in non-compliance with the City's zoning by-law.

SECTION 13 - PLAN REGISTRATION

13.1 The Owner agrees that the following conditions must be completed before the City will Release the Plan of Subdivision for Registration:

- (a) all conditions of draft approval have been met to the Chief Planner's satisfaction;
- (b) all fees and financial contributions required pursuant to this Agreement have been paid;
- (c) the Letter of Credit for base park improvements has been submitted, if required;
- (d) all municipal property taxes and local improvement charges assessed against the Lands have been paid;
- (e) the final plan to be registered is related to the Ontario Co-ordinate System in a manner sufficient to generate co-ordinates of every survey monument on the Plan of Subdivision and the final plan has been approved by Engineering and Construction Services, signed by the Owner and sealed by the Owners Surveyor;
- (f) all easements and conveyances of land to the City have been delivered to the City as set out in Section 16 together with the Owner's solicitor's certificate of clear title and, if applicable, the lands meet the environmental requirements as certified by the Qualified Person as set out in Section 20;

- (g) the restrictive covenant as set out in clause 12.1.7 has been delivered to the City for registration immediately following registration of the Subdivision documentation;
- (h) in the event that Plan Registration precedes Release for Construction of Services, a Tree Preservation Plan as set out in Section 18 has been approved by Parks, Forestry and Recreation, all Financial Security has been submitted and any necessary approvals and/or permits related to the injury and destruction of trees have been issued by the aforementioned City official;
- (i) a detailed landscape plan of street tree planting has been approved by Parks, Forestry and Recreation and Engineering and Construction Services and the Owner has deposited with the City the Financial Security all as set out in Section 19 or where tree planting is not possible, a cash contribution in an amount determined by Parks, Forestry and Recreation has been paid;
- (j) written confirmation has been received from Toronto Hydro Electric that satisfactory arrangements have been made with respect to the installation of the electrical distribution system and from Toronto Hydro Energy with respect to the installation of street lighting for the Plan of Subdivision, including the provision of any financial requirements set out in any agreement with Toronto Hydro Electric or Toronto Hydro Energy;
- (k) the requirements of Section 20 dealing with Soil and Groundwater Quality have been satisfied;
- (l) the engineering drawings have been accepted by Engineering and Construction Services in consultation with Parks, Forestry and Recreation where:
 - (i) lands will be conveyed to the City for park or conservation purposes;
 - (ii) the subdivision lands abut an existing park or valley lands; or
 - (iii) there are trees to be preserved
- (m) in the event that Plan Registration precedes Release for Construction of Services, the Subdivision Grading and Building Siting Control Plan has been accepted by Engineering and Construction Services in consultation with Parks, Forestry and Recreation where:
 - (i) there are trees to be preserved, as set out in Section 18;
 - (ii) the subdivision Lands abut an existing park or valley lands; or,
 - (iii) lands will be conveyed to the City for park or conservation purposes;
- (n) all required letters of credit have been submitted;
- (o) satisfactory arrangements have been made with the City for an appraisal to determine the value of the land on the day before the issuance of a building permit, for the cash- in lieu of parkland dedication payable, if applicable; and,
- (p) any other requirements set out in Schedule "B" of this Agreement.

13.2 In the event that the Plan of Subdivision is registered prior to Release for Construction of Services, the Owner agrees prior to Registration of the Plan of Subdivision to post Financial Security as set out in Section 25.

13.3 In the event that the Plan of Subdivision is registered prior to Release for Construction of Services, the Owner acknowledges and agrees that any changes to the engineering drawings are to be accepted by Engineering and Construction Services who may, in their sole discretion acting reasonably, also require the consent of any subsequent Owner of the Lands to the changes in the engineering drawings.

SECTION 14 - REQUIREMENTS FOR BUILDING PERMITS

14.1 Except for the provisions of Section 22 dealing with sales pavilion and/or model home(s), the Owner agrees that neither it, nor the builder, contractor, or other person acting on behalf of the Owner, will be entitled to receive any building permits for construction until the following has occurred to the satisfaction of the City:

- (a) the Plan of Subdivision has been registered against the Lands;
- (b) all Building Permit fees, in relation to that part of the Lands for which a building permit has been requested and is to be issued, have been paid to the City;
- (c) Development Charges in accordance with the current Development Charge By-law, as amended from time to time, have been paid in full in relation to that part of the Lands for which a building permit has been requested;
- (d) Education Development Charges have been paid in full in relation to that part of the Lands for which a building permit has been requested;
- (e) if required by Schedule "B" of this Agreement, a completed "Record of Site Condition" stating that the Lands are suitable for the proposed uses, such Record of Site Condition is to be submitted to the Chief Building Official; as set out in Section 20;
- (f) the services necessary for issuance of a building permit have been constructed and are operable, in the opinion of Engineering and Construction Services, whose decision shall be final, in the event that the Owner elects to proceed to Registration of the Plan prior to Release for Construction of Services;
- (g) the base course asphalt including base curb has been laid on the roads and extended to the existing City roads and been so certified by the Consulting Engineer to the satisfaction of Engineering and Construction Services;
- (h) the sanitary sewer system, storm sewer system and water system including fire hydrants have been constructed, installed and connected to existing facilities and are in operation and, in the opinion of Engineering and Construction Services, capable of providing adequate service, including potable water, and certified by the Consulting Engineer as required herein; and
- (i) any requirements set out in Schedule "B" of this Agreement have been complied with.

14.2 In conjunction with a building permit application submission, the Owner agrees to:

- (a) submit a Lot Grading and Building Siting Control Plan prepared by the Consulting Engineer, as set out in Section 12 to the Chief Building Official;
- (b) submit the building permit application drawings bearing a "Site Certificate of Conformance" as required by Section 12;
- (c) if required by Schedule "B" in this Agreement, ensure that the building permit application drawings bear a "Noise Control Conformance Certificate" which certifies that in the opinion of the Noise Control Consultant, the building permit application drawings contain all noise attenuation details required to ensure the building and site development will meet the requirements of this Agreement; and

- (d) ensure that temporary street signs have been erected and installed as required by Section 6.6.

SECTION 15 - INDEMNIFICATION

15.1 The Owner agrees to indemnify and save the City, harmless from and against any and all loss, injury or damage or claim for loss, injury or damage in connection with work done by or on behalf of the Owner or the use including design, construction, maintenance and use of any other Services prior to its Assumption by the City, including any damages incurred by reason of the Owner's failure to comply with any provision of this Agreement. The said indemnity shall apply to all of the Lands including those to be dedicated or conveyed to the City and any other adjacent lands which the Owner may use for the purpose of providing services to the Subdivision.

15.2 In the event that any action, cause of action, claim or other legal document or process or other alleged claim concerning the matters governed by the indemnity provisions of this Agreement is commenced against or imposed upon the City, the City shall, within a reasonable time, give notice to the Owner of such document, process or claim. Upon the receipt of such notice from the City, the Owner, at its own expense and to the satisfaction of the City, shall appeal, contest, defend or settle such legal document, process or claim on behalf of the City and shall reasonably notify the City on a periodic basis of the progress of the matter. The Owner acknowledges and agrees that the City reserves the right to elect at any time to conduct its own appeal, contestation, defence or settlement negotiations at the Owner's expense after giving notice of same to the Owner.

15.3 The Owner will pay to the City on demand any loss, costs, injury, damages and expenses which may be sustained, incurred or paid by the City in consequence of the matters governed by the indemnity and defence provisions of this Agreement, provided that on default of such payment all such mentioned loss, costs, injury, damages and expenses and all such moneys so paid or payable may be deducted from the Financial Security or from moneys payable by the City to the Owner on any account whatever or may be recovered from the Owner in any court of competent jurisdiction as moneys paid at its request.

15.4 The Owner agrees to take all precautions necessary to protect the public against injury on the Lands and other lands external to the Subdivision to be developed or used for construction purposes pursuant to the terms thereof and when necessary maintain illuminated danger signals at night and at such other times and places as may be required to ensure public safety.

SECTION 16 - CONVEYANCES TO THE CITY

16.1 The Owner agrees, at its sole expense, to convey to the City all lands and easements which are required for municipal purposes, for nominal consideration unless stated otherwise in Schedule B to this agreement, free and clear of all encumbrances both above and below grade and registered against title to the Lands within the Plan of Subdivision. All transfers of land and easements shall be messaged to the City Solicitor together with discharges and/or postponements of all title encumbrances accompanied by the Owner's solicitor's certificate of clear title, all to the satisfaction of the City Solicitor.

16.2 The Owner agrees to prepare all necessary reference plans at its own expense. All reference plans are to be approved by Engineering and Construction Services prior to being deposited on title to the Lands.

16.3 All transfers of land and transfers of easements are to be messaged to the City Solicitor together with the Owner's solicitor's certificate of clear title prior to Registration of the Plan of Subdivision or in the case of lands or easements external to the Plan of Subdivision, prior to Release for Construction of Services. All documents shall be

signed and in a form suitable for registration, except for the Registered Plan number and reference plan number which may be left blank in the description of those portions to be conveyed. The Owner hereby authorizes the City Solicitor to complete the description pertaining to the conveyances to the City when the Plan of Subdivision is registered and any reference plan is deposited, and thereafter to register all such conveyances at the expense of the Owner.

16.4 The Owner agrees to provide certification from the Qualified Person to the satisfaction of Engineering and Construction Services that all conveyances to the City of land and easements both internal and external to the subdivision Lands shall, if applicable, meet the Ministry of the Environment standards for the proposed land use as set out in Section 20.

16.5 Prior to Release of the Plan for Registration, the Owner agrees to make satisfactory arrangements with the City Solicitor for payment sufficient to cover all costs of subsearches, execution searches and the registration of this Agreement, all conveyances of lands and easements, discharges and postponements and any other associated Subdivision documentation.

SECTION 17 - PARKLAND

17.1 In the event that the Owner is required to make a cash-in-lieu of parkland payment in satisfaction of all or part of the Owner's parkland contribution pursuant to the *Planning Act*, the Owner agrees, to provide the City with a certified cheque payable to the City, for the cash-in-lieu of parkland dedication prior to issuance of a building permit. The Owner further agrees that the amount of the certified cheque will be based upon the estimate of the land value prior to issuance of a building permit as provided for in Section 42(6.4) of the *Planning Act*. Prior to Registration of the Plan of Subdivision, the Owner agrees to make satisfactory arrangements with the City for an appraisal to determine the value of the land on the day before the issuance of a building permit, for the amount of the cash- in lieu of parkland dedication payable.

17.2 In the event that pursuant to the terms of Schedule "B" of this Agreement, the Owner is required to convey land to the City in satisfaction of all or part of the Owner's parkland contribution pursuant to the *Planning Act*, the provisions of this Section shall apply.

17.3 The Owner agrees to undertake at its sole expense, the base construction and installation of the parkland improvements (the "Base Park Improvements") on lands to be conveyed to the City for park purposes including:

- (a) grading inclusive of topsoil supply and placement, minimum of 150 mm depth;
- (b) sodding #1 nursery grade;
- (c) fencing, where deemed necessary to the satisfaction of Parks, Forestry and Recreation;
- (d) drainage systems, including connections to the municipal services as required;
- (e) electrical and water connections minimum 50 mm and backflow, shut off valve and water meter to the street line; and
- (f) street trees along all public road allowances abutting City owned parkland.

17.4 The Owner agrees to complete the Base Park Improvements to the satisfaction of Parks, Forestry and Recreation.

17.5 Prior to Registration of the Plan of Subdivision, the Owner agrees to post a Letter of Credit in the form and from an institution, acceptable to the City Treasurer, as Financial Security to guarantee the installation of the Base Park Improvements equivalent to One Hundred and Twenty Percent (120%) of the value of the Base Park Improvements, in an amount satisfactory to Parks, Forestry and Recreation.

17.6 The Owner agrees to complete the Base Park Improvements within two (2) years of the Registration of the Plan of Subdivision or such longer periods as may be determined by Parks, Forestry and Recreation.

17.7 On completion of the Base Park Improvements, the Owner agrees to provide its Landscape Architect's certificate of park construction completion certifying that the Base Park Improvements have been completed in accordance with this Section.

17.8 On receipt of the Landscape Architect's certification of the completion of the Base Park Improvements acceptable to Parks, Forestry and Recreation, the City may reduce the Financial Security held pursuant to this Section, retaining an amount equivalent to Twenty Percent (20%) of the original amount of the Financial Security to guarantee workmanship and materials for two (2) years.

SECTION 18 - TREE PRESERVATION

18.1 The Owner agrees, prior to any site works, to submit with the first engineering submission, a Tree Preservation Plan acceptable to Parks, Forestry and Recreation in consultation with Engineering and Construction Services.

18.2 The Owner agrees to protect all trees until the Tree Preservation Plan has been approved by Parks, Forestry and Recreation.

18.3 It is understood and agreed that the "Tree Preservation Plan" will:

- (a) be prepared in conjunction with the Subdivision Grading and Building Siting Control Plan, which indicates all appurtenances associated with services and utilities and show trees proposed for removal, trees to be preserved and tree protection measures including tree protection barriers which clearly illustrate tree protection zones;
- (b) be prepared by a qualified arborist or other tree professional satisfactory to Parks, Forestry and Recreation;
- (c) indicate the accurately plotted location, species, size and condition of the trees identified and shown on the approved plan; and
- (d) identify and evaluate which trees are to be preserved and the methods to be implemented to protect the trees during construction activities associated with the Subdivision, and identify and evaluate trees proposed for removal and the reason for their removal.

18.4 The Owner agrees to protect all existing trees which are situated on the lands to be conveyed or dedicated to the City as road allowances or parkland and which are identified for protection in the Tree Preservation Plan approved by Parks, Forestry and Recreation. The Owner further agrees not to injure or destroy any trees which are to be preserved and to protect these trees from physical damage to trunks, limbs or roots during construction in accordance with the Tree Preservation Plan.

18.5 During the course of developing the Subdivision, the Owner agrees to obtain any approvals or permits necessary to comply with the City's Tree By-laws, as amended from time to time.

18.6 The Owner further agrees:

- (a) to preserve the trees identified in the Tree Preservation Plan;
- (b) to instruct a qualified arborist or other tree professional satisfactory to Parks, Forestry and Recreation to monitor tree preservation in accordance with the Tree Preservation Plan and submit monthly reports, until

submission of the Site Certificate of Compliance as set out in Section 29 of this Agreement; and

- (c) to notify all builders, contractors and agents of all requirements of this clause where any part of the development will be carried out by them on behalf of the Owner.

SECTION 19 - STREET TREE PLANTING

19.1 Prior to Registration of the Plan 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.

19.2 Prior to Registration of the Plan 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 and Twenty Percent (120%) 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 Where tree planting is not possible, the Owner agrees to make a cash contribution to the City in lieu thereof in an amount to be determined by Parks, Forestry and Recreation.

SECTION 20 - SOIL AND GROUNDWATER QUALITY

20.1 The Owner agrees to submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner'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 the conveyance(s); 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 Engineering and Construction Services.

20.2 The Owner agrees to pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit towards the cost of the peer review in the form of a certified cheque, to Engineering and Construction Services. The Owner agrees to 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).

20.3 The Owner agrees to 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 Engineering and Construction Services.

20.4 At the completion of the site assessment/remediation process, the Owner agrees to submit a Statement from the Qualified Person based on the submitted environmental documents, to Engineering and Construction Services for peer review and concurrence, which states:

(i) In the opinion of the Qualified Person:

(a) 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

(b) to the extent that the opinion in 20.4 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 will meet either:

(a) 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

(b) 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.

20.5 The Qualified Person's statement, referenced in 20.4 above, will include a Reliance Letter that is dated and signed by the Owner'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 Land; 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 Engineering and Construction Services.

20.6 For conveyance of lands requiring a Record of Site Condition, the Owner agrees to:

(a) file the Record of Site Condition on the Ontario Environmental Site Registry; and

(b) submit the Ministry's Letter of Acknowledgement of Filing of the Record of Site Condition confirming that the Record of Site Condition has been prepared and filed in accordance with O. Reg. 153/04, as amended, to Engineering and Construction Services.

SECTION 21 – FENCING AND BARRIERS

21.1 Unless otherwise provided by Schedule “B” of this Agreement, the Owner agrees, where the Lands will be developed for residential development abutting existing commercial, apartment, multiple family townhouse lands, parkland, schools and watercourse lands, to construct a chain link fence or other acceptable fence prior to occupancy, to City specifications and to the satisfaction of City Planning in consultation with Engineering and Construction Services and Parks, Forestry and Recreation.

21.2 The Owner agrees to construct and maintain a temporary fence around all existing parklands, T.R.C.A. lands and any other public lands, prior to commencement of any construction including rough grading operations on the subdivision Lands. Any existing parklands or other public lands that are disturbed or damaged during the course of the Subdivision will be restored by the Owner at its own cost and to the satisfaction of Engineering and Construction Services and Parks, Forestry and Recreation.

21.3 The Owner agrees to construct and maintain barriers as indicated on the engineering drawings for the purposes of protecting existing trees shown on the Tree Preservation Plan, prior to the commencement of any construction including rough grading in the Subdivision. Such barriers will not be moved, altered or removed until such time as is satisfactory to Parks Forestry and Recreation.

21.4 The Owner agrees that post holes for fences within tree protection zones will be hand dug, or excavated using the hydrovac method of excavation, so that roots larger than 5cm in diameter will not be cut. The Owner further agrees to relocate post holes, if necessary, to ensure such significant roots are not cut.

21.5 The Owner agrees to submit for the approval of City Planning in consultation with Engineering and Construction Services, a proposal for barriers, showing type, height, location and configuration of barriers and any associated landscaping for all reverse lots abutting public streets, notwithstanding any 0.3 metre reserves. The details of the approved proposal shall be shown on the accepted engineering drawings.

21.6 The Owner agrees to install the barriers on private property.

21.7 Notwithstanding the Assumption of Services as set out in Section 29, the Owner and its successors in title agree to maintain and repair the barriers at its own expense.

SECTION 22 - SALES PAVILION AND MODEL HOMES

22.1 Notwithstanding the provisions of this Agreement, prior to Registration of the Plan of Subdivision, the City may issue building permit(s) for the construction of a sales pavilion and/or model home(s) provided that the provisions of this Section are satisfied and that:

- (a) a Zoning By-law is in full force and effect for the lands which permits a sales pavilion and/or model home(s);
- (b) this Subdivision Agreement has been executed by the Owner and the Financial Security required pursuant to this agreement and, insurance required pursuant to Section 8 have been posted with the City;
- (c) Services to the sales pavilion and/or model home(s) have been installed in accordance with engineering drawings accepted by Engineering and Construction Services under the supervision of the Consulting Engineer and consistent with the Services required for the Plan of Subdivision;
- (d) Toronto Hydro Electric has confirmed that the building can be serviced to its satisfaction;

- (e) The "Subdivision Grading and Building Site Control Plan" and "Lot Grading and Building Siting Control Plan" have been submitted pursuant to Section 12; and
- (f) all fees and development charges payable prior to the issuance of a building permit have been paid.

22.2 The Owner agrees that the sales pavilion and/or model home(s) is/are to be constructed in accordance with the requirements of this Agreement and all federal, provincial and municipal laws and regulations.

22.3 The Owner agrees to provide a Letter of Credit in the form and from an institution, acceptable to the City Treasurer, in the amount of Twenty-Five Thousand Dollars \$25,000.00 or such greater or lesser value as may be determined by the Chief Building Official for each sales pavilion and/or model home(s) proposed to be constructed, as Financial Security to cover the costs of demolition and removal of the sales pavilion and/or model home(s) and to rectify any unsafe site conditions.

22.4 The Owner agrees to assume all risks as a result of commencing construction of sales pavilion and/or model home(s) prior to Registration of the Plan of Subdivision.

22.5 In the event that after construction of the model home(s), the relocation, adjustments or reconstruction of services is required, the Owner agrees to assume full responsibility for completing such relocations, adjustments or reconstruction of the services at its own expense to the satisfaction of Engineering and Construction Services and the Chief Building Official as the case may be.

22.6 The Owner hereby releases and forever discharges the City from any and all claims or actions of any kind of which it, its heirs, executors, successors or assigns may have arising out of the City exercising any of its rights to demolish and remove the buildings and/or structures and debris and to grade the sales pavilion and/or model home(s) lands as set out herein.

22.7 The Owner hereby indemnifies and saves the City harmless against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of any matters arising as a result of this Section.

22.8 The Owner agrees that the model home(s) shall not be altered, occupied or transferred until the Plan of Subdivision is registered on the Lands, and a satisfactory final inspection of the model home(s) and all requirements of the Ontario Building Code, as amended, have been satisfied.

22.9 The Chief Building Official shall be entitled to draw on the Letter of Credit held pursuant to Section 22.3 of this Agreement to defray any and all expenses incurred by him/her in respect of the demolition or removal of the sales pavilion and/or model home(s), and the removal and storage of the contents thereof, such expenses shall include a reasonable administrative fee as determined by the Chief Building Official. The parties agree that the provisions of this Agreement shall be in addition to, and shall in no way limit the City's rights as set out in Sections 15.1 through 15.10 inclusive, of the *Building Code Act* S.O. 1992, c.23, as may be amended from time to time.

22.10 The City may, in the case of a model home(s) consider, in its sole discretion, a release of the Letter of Credit held as set out in Section 22.3 above to the Owner on Registration of the Plan of Subdivision on the Lands and registration of this Agreement on title to the Lands.

SECTION 23 - MAINTENANCE OF PROPERTY

23.1 The Owner agrees to maintain the Lands in an acceptable condition, free from accumulation of waste products, debris and dust. The Owner agrees to maintain the

lands dedicated or conveyed or to be dedicated or conveyed to the City for road, park, conservation or walkway purposes and any abutting City owned park or valley lands free from accumulation of waste, including that from occupied buildings, until the Assumption of Services by the City as set out in Section 29.

23.2 Until Assumption of Services, the Owner agrees to reasonably ensure that no undue mud, dust, refuse, rubbish and other litter originating from within the Lands or from delivery vehicles proceeding to make deliveries within the Lands shall be tracked, deposited, fall or be blown onto any street and in the event that any mud, dust, refuse, rubbish or other litter of any type should be found upon the said street, the Owner agrees to remove the same to the satisfaction of Engineering and Construction Services on the same day of the giving of notice to the Owner or its agent.

23.3 If the Owner has not caused the same to be cleaned up forthwith, the Owner agrees that Engineering and Construction Services and/or Parks, Forestry and Recreation may proceed with such cleanup at the Owner's expense including the management fee of Twenty Percent (20%) of labour and materials.

23.4 The Owner agrees, as directed by Engineering and Construction Services, to hydro seed all topsoil stockpiles and to stabilize disturbed areas by providing temporary vegetative cover by seeding or straw mulching if the exposed areas are to remain unworked for thirty (30) days or more.

SECTION 24 - DEVELOPMENT CHARGES

24.1 The Owner acknowledges that the subdivision Lands are subject to the payment of development charges.

24.2 The Owner agrees to pay development charges prior to issuance of a building permit in accordance with the current Development Charge by-law, as may be amended from time to time.

24.3 The Owner agrees to ensure that the persons who purchased the lands within the Plan of Subdivision are informed at the time the lands are transferred to the purchasers, of all the development charges related to the development.

SECTION 25 - FINANCIAL SECURITY

25.1 Prior to the earlier of Release for Construction of Services or Registration of the Plan of Subdivision, the Owner agrees to provide the City with Financial Security to guarantee the satisfactory performance and completion of all Services and obligations required pursuant to this Agreement, such Financial Security, as reduced in accordance with this Agreement, shall be kept in full force and effect until Assumption of Services by the City, as set out in Section 29, and all performance and guarantee periods have expired.

25.2 The Financial Security shall be in the form of a certified cheque or an irrevocable standby Letter of Credit satisfactory to the City Treasurer or any combination thereof and in an amount to be determined by the appropriate City official.

25.3 The Owner acknowledges and agrees the Financial Security received by the City in the form of a certified cheque will be placed in a non-interest bearing account.

25.4 The irrevocable standby Letter of Credit shall be in the form and from a financial institution acceptable to the City Treasurer.

25.5 The Owner agrees that, except as provided for in Sections 17 and 19 of this agreement, the amount of the Financial Security shall be equivalent to sixty five percent (65%) of the cost of all Services, required pursuant to this Agreement, as established by a cost estimate prepared by the Owner's Consulting Engineer and satisfactory to the

appropriate City official, and such Financial Security shall be sufficient to guarantee the terms and obligations set out in this Agreement.

SECTION 26 – REDUCTION IN FINANCIAL SECURITY

26.1 With respect to a reduction in any portion of the Financial Security which relates to Parkland and/or Street Tree Planting, the provisions of Sections 17 and 19 will apply respectively.

26.2 With respect to a reduction in any portion of the Financial Security which does not relate to Section 17 Parkland and/or Section 19 Street Tree Planting,

- (a) the amount held as Financial Security may be reduced:
 - (i) on completion of the construction and/or installation of any portion of the Services and prior to the Assumption of Services, and
 - (ii) upon receipt of the Owner's Consulting Engineer's certification of the cost of the outstanding Services yet to be constructed or completed pursuant to this Agreement,

all to the satisfaction of Engineering and Construction Services.

- (b) The amount of the Financial Security remaining on deposit shall be sufficient to guarantee:
 - (i) 100% of the estimated cost to complete the Services (which do not relate to Parkland and/or Street Tree Planting) outstanding at that time;
 - (ii) the provision of Engineering Services and other professional services required by Section 3 and which are necessary to complete the Services outstanding at that time;
 - (iii) the value of the holdbacks required to be retained by the Owner, or any other proper payer, under Part IV of the *Construction Lien Act* with regard to the construction or installation of any portion of the Services located on a public street or highway or any lands owned by the City or in which the City has an interest. The Owner agrees to submit to the City all such documentation as is necessary to verify the amount of the holdbacks required to be retained as well as any further documentation which may be required by the City;
 - (iv) ten percent (10%) of the value of workmanship and materials for a minimum period of two (2) years from the date the Services are completed and accepted in writing by Engineering and Construction Services; however,

in no event shall the amount of the reduced Financial Security be less than twenty percent (20%), of the original cost of all Services (which do not relate to Section 17 (Parkland) or Section 19 (Street Tree Planting)). Of that twenty percent (20%), ten percent (10%) is to guarantee workmanship and ten percent (10%) is to guarantee performance of the Owner's construction lien obligations.

- (c) the Owner may be entitled to more than one reduction of the Financial Security prior to Assumption of Services provided that the provisions of this subsection are complied with, all to the satisfaction of Engineering and Construction Services.

26.3 Notwithstanding the provisions of this Section and Sections 17 and 19 herein, the Owner acknowledges and agrees that no reduction in Financial Security will be considered prior to Registration of the Plan of Subdivision.

26.4 Notwithstanding the provisions of this Section and Sections 17 and 19 herein, the Owner acknowledges and agrees that no reduction in Financial Security will be considered if the Owner is in default pursuant to Sections 27 and 31.

SECTION 27 – CONSTRUCTION LIEN

27.1 The Owner agrees to comply with the provisions of the Construction Lien Act including, but not limited to, ensuring that holdbacks are retained in accordance with Part IV of that Act with respect to the supply of services or materials to the Services.

27.2 If any lien is preserved or written notice of lien given pursuant to the Construction Lien Act for the supply of services or materials in connection with the construction, installation or maintenance of any portion of the Services located on a public street or highway or any lands owned by the City or in which the City has an interest, the Owner forthwith shall give written notice to the City of such document, process or claim.

27.3 The Owner shall indemnify, defend and save the City harmless, from and against any and all claims, actions or demands made against the City in connection with the Construction Lien Act and all costs incurred by the City as a result thereof. In the event that any action, cause of action, claim or other legal document or process or other alleged claim is commenced against or imposed upon the City, the City shall, within a reasonable time, give notice to the Owner of such document, process or claim. Upon the receipt of such notice from the City, the Owner, at its own expense and to the satisfaction of the City, shall appeal, contest, defend or settle such legal document, process or claim on behalf of the City and reasonably notify the City on a periodic basis of the progress of the matter. The Owner acknowledges and agrees that the City reserves the right to elect at any time to conduct its own appeal, contestation, defence or settlement negotiations at the Owner's expense after giving notice of same to the Owner.

27.4 If any lien is preserved or written notice of lien given pursuant to the Construction Lien Act for the supply of services or materials in connection with the construction, installation or maintenance of any portion of the Services located on a public street or highway or any lands owned by the City or in which the City has an interest, the Owner shall be considered to be in default pursuant to Section 31, until all such Claims for Lien, together with any associated Certificates of Action, are discharged or vacated or such written notices of lien are withdrawn or a Court declaration is obtained that the written notices of lien are no longer binding or that the related liens have expired.

27.5 The Owner acknowledges and agrees that no reduction in Financial Security will be considered if the Owner is in default in accordance with Section 27 or Section 31.

SECTION 28 - ACCEPTANCE OF SERVICES

28.1 The City shall in no circumstances consider the Consulting Engineer's submission for Acceptance of Services prior to Registration of the Plan of Subdivision.

28.2 The Owner agrees to provide a complete set of "as built" engineering drawings showing the final plan and profile locations of all Services including connections to street line all to the satisfaction of Engineering and Construction Services. The drawings shall be on cronoflex mylar and in a digital form acceptable to Engineering and Construction Services.

28.3 The Owner agrees that on receipt of "as built" engineering drawings referred to above and upon submission of written certification from the Owner's Consulting Engineer that the Services to be accepted have been constructed or carried out in

accordance with the plans and drawings approved by Engineering and Construction Services, in accordance with Standards and Specifications and in accordance with good engineering practices, Engineering and Construction Services will consider Acceptance of Services and will establish the dates for the start of the maintenance guarantee periods for the Services.

28.4 Save as herein otherwise provided, the Owner agrees to complete the Services required pursuant to this Agreement within twenty-four (24) months after starting construction and to guarantee the workmanship and materials for a minimum period of two (2) years from the date that Acceptance of Services is received, except for the top course asphalt on roadways which shall be guaranteed for a minimum period of one (1) year.

28.5 In the event that Services are not completed within twenty-four (24) months, Engineering and Construction Services may at their sole discretion, draw on and use the Financial Security provided to the City to complete the Services.

SECTION 29 - ASSUMPTION OF SERVICES

29.1 The City will consider Assumption of Services, once all maintenance periods established on Acceptance of Services have expired and all Services have been completed and/or rectified if necessary, to the satisfaction of the appropriate City official, and the Consulting Engineer has:

- (a) provided any other records or documentation as deemed necessary by Engineering and Construction Services;
- (b) supplied to Engineering and Construction Services a statement by an Ontario Land Surveyor that, after the completion of the Services, he/she has found or replaced all coordinate points and standard iron bars as shown on the registered plan, and survey monuments at all block corners, the ends of all curves, and all points of change in direction of streets on the registered plan. Where conditions exist which, in the opinion of Engineering and Construction Services, make remonumentation impractical, witness monuments will be permitted in accordance with Ontario Regulation 525/91;
- (c) provided written certification that the Services have been constructed, installed and tested in accordance with the design drawings, Standards and Specifications;
- (d) provided a "Site Certificate of Compliance" to Engineering and Construction Services and the Chief Building Official which certifies that in the opinion of the Consulting Engineer:
 - (i) the lot grading, sodding, and drainage facilities have been provided in general conformance with the overall Subdivision Grading and Building Siting Control Plan and Lot Grading and Building Siting Control Plan;
 - (ii) the building first floor and garage floor slab including basement walkout floor slabs where appropriate have been constructed in accordance with the floor elevations approved on the plans bearing the consultant's Site Certificate of Conformance on the building permit drawings;
 - (iii) the driveway width and location is in conformance with the overall Lot Grading and Building Siting Control Plan;
 - (iv) adequate clearances have been provided between the driveway(s) and all services and utilities; and

- (v) the fencing, berms, retaining walls, noise barriers and vibration abatement measures required in this Agreement have been constructed in accordance with this Agreement and building permit drawings.
- (e) provided a "Noise Control Certificate of Completion" to the Chief Building Official which certifies that in the opinion of the Noise Control Consultant the noise measures required to be incorporated into the site development have been completed and are in conformance with the building permit application drawings bearing the Noise Control Consultant's "Noise Control Conformance Certificate";
- (f) provided proof that the Certificate of Substantial Performance completed by the Consulting Engineer certifying that construction of the Services has been substantially performed, has been published in a construction trade newspaper in accordance with the Construction Lien Act;
- (g) provided written certification that the construction of the Services has been completed; and
- (h) provided a statutory declaration that there are no Claims for Lien preserved.

29.2 The City will submit a report to Council for the Assumption of Services by the City, when the following conditions have been satisfied:

- (a) all matters provided for in this Agreement including Schedule "B" have been completed to the City's satisfaction;
- (b) all outstanding payments and invoices owed by the Owner to the City have been paid;
- (c) a search of title of all lands and easements conveyed to the City confirms that no Claims for Lien have been registered against those lands and easements;
- (d) confirmation that no Claims for Lien or written notices of lien have been received by the City Clerk; and
- (e) the Owner has submitted to Engineering and Construction Services, the supporting material for an administrative amendment relating to a change in ownership of the Certificate of Approval for Environmental Compliance issued for the sewer works constructed pursuant to this Agreement as follows:
 - (a) A signed letter from the Owner (Certificate of Approval holder) to the Ministry of the Environment, requesting a change in the name/address/ownership of the business indicating the date the change is to take effect;
 - (b) A copy of the Certificate(s) of Approval requiring the name/address/ownership change; and
 - (c) A signed letter from the Owner authorizing the transfer of ownership of the Certificate of Approval to the City.

29.3 Upon the by-law and resolution being passed by Council with respect to the Assumption of Services, the ownership of the Services shall vest in the City, and the Owner shall have no claims or rights thereto, other than those accruing to it as an Owner of land abutting on streets on which the Services were installed.

SECTION 30 - MISCELLANEOUS PROVISIONS

30.1 Right to Enter

The Owner agrees to retain a licence from any subsequent purchaser of lands within the Plan of Subdivision to enter upon such lands in order to comply with the provisions of this Agreement. Such licence shall automatically expire upon Assumption of Services by Council.

30.2 Interest

30.2.1 Interest shall be payable by the Owner to the City on all sums of money payable herein which are not paid on the due dates. The due date of any sum of money shall be thirty (30) days after the date of the invoice. The interest rate shall be prime interest rate prevailing on the due date of the invoice. The Owner agrees that any interest accruing on cash supplied as Financial Security required and supplied in accordance with this Agreement, shall belong to the City and not to the Owner.

30.2.2 Monies paid to the City by the Owner that, in future, may be paid to another developer or rebated back to the Owner for completion of the work, will be held in a non-interest bearing account.

30.3 Administrative, Legal and Other Costs

The Owner agrees that it shall pay to the City immediately upon demand all administrative, legal and other costs which are associated with the implementation of this Agreement, and agrees that the City may deduct any amounts owing under this Section from the Financial Security which is held pursuant to Section 25 in this Agreement. In the event that the City deducts funds from the Financial Security, the Owner agrees to reinstate such Financial Security. Without limiting the generality of the foregoing, this Section shall include payment for all legal fees and disbursements which may be incurred in connection with a claim against the City by a third party which arises from anything provided for herein.

30.4 Encroachments on City Property

30.4.1 The Owner acknowledges and agrees that encroachments are not permitted on City property in accordance with the streets by-law as amended. Any damage to an encroachment on City property due to City maintenance or work carried out by public utilities providers will be the responsibility of and at the expense of the Owner.

30.4.2 The Owner acknowledges and agrees that encroachment on the City's right of way will be his responsibility until submission of the Site Certificate of Compliance and formal Assumption of Subdivision by the City. The Owner agrees to take the necessary steps to ensure that there are no encroachments on the City's right of way prior to requesting Assumption by the City.

30.4.3 The Owner acknowledges and agrees to make an application to the City for permission to encroach on the City's right of way and if approved, to comply with all City requirements relating to a permitted encroachment including entering into an encroachment agreement with the City.

30.4.4 The Owner agrees that, notwithstanding anything contained in this agreement and the City's standard encroachment agreement, any permitted encroachments on the City's right of way will be the responsibility of the Owner.

SECTION 31 - DEFAULT

31.1 If in the opinion of the appropriate City official, the Services referred to in this Agreement are not being completed within the specified time or not in accordance with

the concurred in Plans, Standards or Specifications, or should the Owner neglect or abandon such Services before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or should the Owner neglect or refuse to renew or again perform such Services as may be rejected by the appropriate City official as defective or unsuitable, or should the Owner, in any manner, in the opinion of the appropriate City official, make default in the performance of any of the terms of this Agreement, then in such case, the said City official shall notify the Owner by prepaid registered mail in writing, specifying with reasonable particularity the nature of such default or neglect and require the Owner to remedy the same.

31.2 If such default or neglect is not remedied within ten (10) working days after such notice or within such greater time period as may be specified by the said City official, the said City official thereupon shall have full authority and power immediately to draw on the Financial Security to purchase such materials, tools and machinery and to employ such people as in the said City official's opinion shall be required for the proper completion of the outstanding Services. The completion of such works by the City shall not constitute Acceptance of Services.

31.3 The cost of completion of any outstanding Services shall be calculated by the appropriate City official whose decision shall be final and such costs may be deducted from the Letter of Credit or other Financial Securities provided herein. In the event that the said Letter of Credit or other securities are insufficient to reimburse the City for all expenses incurred by the City to carry out the terms and obligations of this Agreement, then the Owner agrees to pay to the City such additional costs forthwith upon demand and the provisions of Section 386 of the City of Toronto Act 2006, c.11 as amended, shall apply.

31.4 It is understood and agreed that the total costs for all work done under the authority of this Section shall include a management fee of Twenty Percent (20%) of all labour, material and machine time charges incurred to complete the work, and further, a fee of Thirty Percent (30%) of the charges incurred for the dislocation and inconvenience caused to the City as a result of such default on the part of the Owner. It is understood and agreed that the aforementioned costs and fees as expressed in percentages are liquidated damages and are not to be deemed to be a penalty.

It is hereby declared and agreed that the assumption by the Owner of the obligations imposed by this Section is one of the considerations without which the City would not have executed this Agreement.

31.5 The Owner hereby irrevocably authorizes the City, its servants, agents and contractors, to enter on the Lands with all necessary equipment and materials to complete the said Services. The Owner hereby covenants and agrees to always indemnify the City and keep it indemnified against all actions, suits, claims and demands which may be brought against the City or made upon the City and arising out of the City, its servants, agents and contractors entering on the Lands to complete the said Services.

31.6 In the event that a claim is made against the City under the Construction Lien Act in respect of this development, in addition to any other remedy the City may have, upon the appropriate City official giving seventy-two (72) hours written notice by prepaid registered mail or personal service to the Owner, the City may, without further notice, draw upon the Financial Security referred to herein the amount of the claim plus security for costs as provided for in the Construction Lien Act. The City, once it has drawn on the Letter of Credit for payment into Court, may at its total discretion pay some or all of that sum into Court or to the claimant or retain the monies drawn. The Owner shall also pay the City any costs or expenses which the City may thereby incur and all such costs and expenses may be recovered by being drawn from the Financial Security if not paid forthwith after demand by the City. In the event that the City deducts funds from the Financial Security, the Owner agrees to restore the value of the Financial Security to its value prior to such deduction by the City.

31.7 The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of performance of the same or any other obligation hereunder at any later time.

SECTION 32 - EMERGENCIES

32.1 In the case of emergencies, such work as may be considered necessary by the appropriate City official may be done without prior notice but the Owner shall be notified forthwith. The cost of such work will be calculated by the said City official, whose decision shall be final. Any work done at the direction of the City official pursuant to the provisions of this Section or pursuant to any other provisions of this Agreement shall not constitute Acceptance of Services or Assumption of Services by the City of any liability in connection therewith nor a release of the Owner from any of its obligations under this Agreement.

32.2 In the event that any work is done by or on behalf of the City pursuant to subsection 32.1:

- (a) the appropriate City official shall have full authority and power to immediately draw on the Financial Security to purchase such materials, tools and machinery and to employ such people as in the said City official's opinion is required to properly respond to such emergency; and
- (b) the provisions of subsections 31.3 to 31.7 of this Agreement inclusive shall apply equally to all such work done or performed by or on behalf of the City.

SECTION 33 - NOTIFICATION

33.1 Any notice given by the City to the Owner pursuant to this Agreement will be sufficiently given if delivered to the Owner at:

Goldman Ellesmere 2 Developments Inc.
55 St. Clair Avenue West
Suite 240
Toronto ON M4V 2Y7
Attention: Mr. Murray Goldman

or such other address as the Owner has given the City in writing. Any such notice shall be deemed to have been delivered on the third business day after its mailing by prepaid registered mail or on the day of delivery if delivered personally or delivered by fax.

33.2 Notices to the City with respect to this Agreement, shall be delivered to:

City Clerk
City of Toronto
City Hall, West Tower
12th Floor, 100 Queen Street West
Toronto, ON M5H 2N2

or such other address as the City Solicitor has given to the Owner in writing. Such notice shall be deemed delivered in the same manner as described above.

SECTION 34 - PRIORITY OF AGREEMENT

34.1 The Owner covenants and agrees to provide the City with all documentation in order that this Agreement and any conveyance, easement or other document given pursuant to this Agreement shall have priority over the rights of any mortgagee in the subdivision Lands, with the intent that the mortgagee or anyone claiming under the mortgagee shall at no time exercise in relation to the said subdivision Lands any right,

title or claim which would not be exercised by the Owner by reason of the terms of this Agreement.

SECTION 35 - INTENTION OF PARTIES

35.1 Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties Intention) is intended to operate, nor shall it have the effect of operating in any way to fetter either the Council which authorized the execution of this Agreement or any of its successors in the exercise of any of Council's discretionary powers.

SECTION 36 - REGISTRATION OF AGREEMENT

36.1 The Owner warrants that it is the sole owner of all of the Lands laid out by the Plan of Subdivision dealt with in this Agreement.

36.2 The Owner consents to the registration of this Agreement by the City against the title to the subdivision Lands.

36.3 The Owner covenants and agrees to pay to the City or reimburse the City for registration fees and administrative costs incurred by the City by reason of the registration of this Agreement, or any transfers or other documentation required by or arising from this Agreement.

SECTION 37 - INTERPRETATION OF AGREEMENT

37.1 The provisions set out in Schedules "A" and "B" attached hereto shall form part of this Agreement.

37.2 Wherever in this Agreement the word "Owner" and the pronoun "it" is used, it shall be read and construed as "Owner or Owners" and "his", "her", or "their", respectively, as the number and gender may require and the number of the verb agreeing therewith shall be constructed accordingly.

37.3 Notwithstanding anything in this agreement to the contrary, where the City acquires title to any lands within the Plan of Subdivision, the City shall not be bound by this agreement as an Owner.

37.4 No remedy herein conferred upon or reserved to the City shall exclude any other remedy, but each remedy shall be cumulative and in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute.

37.5 Time shall be of the essence in this Agreement.

37.6 This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

SECTION 38 - JURISDICTION TO ENTER INTO AGREEMENT

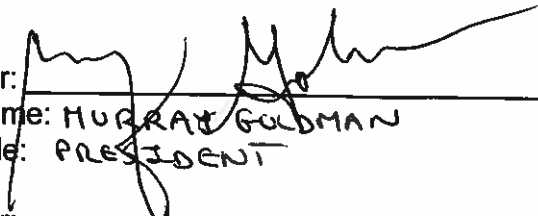
38.1 If any individual provision(s) of this Agreement is or are determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement if both the Owner and the City agree, and the remainder of the Agreement shall continue in full force and effect, mutatis mutandis; and in such case, the Owner and the City agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein.

38.2 It is agreed and acknowledged by the Parties hereto that each is satisfied as to the jurisdiction of the other to enter into this Agreement. The Owner therefore covenants and agrees that it shall not question the jurisdiction of the City to enter into

this Agreement, nor question the legality of any portion thereof; and likewise the City agrees it shall not question the jurisdiction of the Owner to enter into this Agreement nor question the legality of any portion hereof. The Parties hereto, their successors, assigns and sub-lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals attested to by the hands of proper officers in that behalf fully authorized.

GOLDMAN ELLESMERE 2 DEVELOPMENTS INC.

Per: 
Name: MURRAY GOLDMAN
Title: PRESIDENT
Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation.

CITY OF TORONTO


Paul Zuliani, Director
Community Planning, Scarborough District
for the Chief Planner and Executive Director

I have authority to bind the corporation.



SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 5, Registrar's Compiled Plan 9846, designated as Parts 1, 4, 5 and 6 on Reference Plan 66R-28411, City of Toronto;

SUBJECT TO an easement over Parts 5 and 6 on Reference Plan 66R-28411 as described in Instrument No. SC603499;

AND SUBJECT TO an easement over Part 4 on Reference Plan 66R-28411 as in described in Instrument No. SC603499;

AND SUBJECT TO an easement over Part 6 on Reference Plan 66R-28411 as described in Instrument SC312678;

TOGETHER WITH an easement over Part of Lot 8, Registrar's Compiled Plan 9846 designated as Parts 3, 7 to 13, inclusive on Reference Plan 66R-28411 as described in Instrument No. TB611173;

TOGETHER WITH an easement over Part of Lot 8, Registrar's Compiled Plan 9846, designated as Parts 2, 7, 9, 10 and 11, inclusive on Reference Plan 66R-28411 as described in Instrument No. TB611173

Property Identifier No. 06301-0418(LT)

THIS IS SCHEDULE 'B' TO A SUBDIVISION AGREEMENT BETWEEN GOLDMAN ELLESMERE 2 DEVELOPMENTS INC. AND THE CITY OF TORONTO, DATED THE 21ST DAY OF JUNE, 2017.

SERVICES

1. The Owner agrees to design and construct the proposed public roadways in accordance with the Development Infrastructure and Standards (DIPS) specifications.
2. The Owner agrees to construct Jolly Way with an 18.5 metre right-of-way from Ellesmere South Service Road between Block 4 and Block 5 and in accordance with DIPS-2A. The remainder of Jolly Way will be a minimum of 16.5 metre right-of-way in accordance with DIPS-3A.
3. The Owner agrees that the public lane will be constructed with a 6.0 metre right-of-way in accordance with DIPS-4.
4. The Owner agrees to convey to the City 5 metre corner roundings at the south end of the public lane on the east where the private lane meets Jolly Way.
5. The Owner agrees to construct pedestrian sidewalks on both sides of Jolly Way, to the satisfaction of Engineering and Construction Services.
6. Prior to the registration of the plan of subdivision, the Owner agrees to pay an amount as determined by Engineering and Construction Services for the installation of pavement markings and signage for the Subdivision and any required modifications to the existing pavement markings and signage.
7. The Owner is responsible for all costs associated with the removal of all existing accesses, curb cuts, etc. along the Subdivision frontage that are no longer required and reinstate the boulevard within the right-of-way, in accordance with City standards and to the satisfaction of Engineering and Construction Services.
8. The Owner acknowledges and agrees that all lot layouts will create street frontages such that no driveway entrance will overlap with the adjacent driveway approaches within the boulevard. All driveway entrances will be constructed with a minimum width of 3 metres and to the satisfaction of Engineering and Construction Services.
9. Prior to the registration of the plan of subdivision, the Owner agrees to convey to the City, the following:
 - (i) a 6.0 metre wide easement over the eastern portion of Block 4, extending from Jolly Way to the southern property line of the Subdivision, for residential, visitor and vehicular access between Jolly Way and the rear private lane serving Block 1.
 - (ii) two (2) access easements located at the southeast and northeast portions of Block 1 for access to the trunk sewer turning on the east side of the Subdivision.
 - (iii) a 9 metre wide easement for water and sanitary service connections at the south end of Block 1.
10. The Owner acknowledges and agrees that construction of dwelling units in Block 2 will proceed concurrently with the construction of dwelling units in Block 1 and that units in Block 2 will not be occupied until the completion of all dwelling units in Block 1.

11. The Owner further agrees that construction of dwelling units in Block 3 will not commence until construction in Block 4 has been substantially completed, namely, the building superstructure and its enclosures with a roof, finished exterior cladding and installation of all exterior doors and windows, to the satisfaction of City Planning.
12. Notwithstanding any other provisions within this Agreement the Owner agrees that should Release for Construction of Services precede the registration of the plan of subdivision, the public roads will be constructed to base course asphalt and extended to existing City roads and the public lanes will be constructed (in the interim) with temporary asphalt and will be certified by the Consulting Engineer to the satisfaction of Engineering and Construction Services prior to the release of the plan of subdivision for registration. The final placement of concrete in the public lanes will coincide with the completion of the detached rear garages.

ELLESMERE SOUTH SERVICE ROAD

13. The Owner agrees to construct the following services on Ellesmere South Service Road, including the adjustment, removal or relocation of any existing services and utilities, if necessary, in accordance with accepted engineering drawings and to the satisfaction of Engineering and Construction Services:
 - (i) Storm sewers, storm manholes and catch basins, and storm service connections
 - (ii) Sanitary sewers, sanitary sewer manholes, and sanitary sewer service connections
 - (iii) Watermain, water service connections and watermain appurtenances
 - (iv) Pavement restoration including non-shrink backfill
 - (v) Curb and gutter removal and replacement along entire site frontage
 - (vi) Sidewalk removal and replacement along entire site frontage
 - (vii) Boulevard restoration topsoil and sod
 - (viii) The Owner agrees to remove the existing asphalt driveway east of the proposed east access and replace with sod.

STREET LIGHTING

14. In addition to the other financial security obligations contained in this Agreement and notwithstanding Section 25.5 of the main body of this Agreement, prior to the earlier of release for construction of services or prior to the registration of the plan of subdivision, the Owner agrees to provide the City with financial security in the amount of 130% of the value of the cost estimate of the street lighting required to be installed under this Agreement, to the satisfaction of Engineering and Construction Services.
15. The definition of Services in Sections 10.1 and 11.1 of the main body of this Agreement shall not include street lighting.

TRANSPORTATION

16. Prior to the registration of the plan of subdivision, the Owner agrees to submit a revised Transportation Impact Study, to the satisfaction of Transportation Services.

TORONTO TRANSIT COMMISSION ("TTC")

17. Prior to the commencement of any construction, demolition or the issuance of any building permit, the Owner agrees to complete a TTC Technical Review for the Subdivision. The Owner further agrees to obtain TTC's written acknowledgement that all of the conditions arising out the review have been satisfied. The Owner agrees to provide the requisite information and pay the associated review fee to TTC.

18. The Owner agrees to include the following warning clause in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision:

"Purchaser(s) and/or Tenant(s) are hereby advised that the proximity of this Subdivision to TTC transit operations may result in transmissions of noise, vibration, smoke, particulate matter, electromagnetic interference and stray current (collectively referred to as "Interferences") to the Subdivision and despite the inclusion of control features within the Subdivision, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants of the Subdivision. Notwithstanding the above, Purchaser(s) and/or Tenant(s) agree to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, Purchaser(s) and/or Tenant(s) acknowledge and agree that any electromagnetic, stray current and noise warning clause similar to the one contained herein will be inserted into any succeeding lease, sublease or sales agreement, and that this requirement will bind not only the parties hereto but also their respective successors and assigns and will not cease with the closing of this transaction."

19. Prior to the registration of the plan of subdivision, the Owner agrees to provide its Solicitor's written confirmation to TTC advising the Interferences warning clause above has been included in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision to ensure that future occupants are aware of the possible Interferences.

FENCING

20. Prior to the registration of the plan of subdivision, the Owner agrees to provide a detailed fencing plan and to make satisfactory arrangements for the installation of any required privacy or decorative fencing, to the satisfaction of City Planning.
21. Prior to the registration of the plan of subdivision, the Owner agrees to provide the City with a letter of credit as security for the installation of any required privacy or decorative fencing equal to 120% of the value of the fencing, to the satisfaction of City Planning.
22. The Owner agrees to provide an access easement, if required, in favour of TTC to access the existing chain link fence and retaining wall along the east property line at the TTC corridor, for future maintenance, repair, removal and/or replacement.

NOISE

23. The Owner agrees to implement and bear all costs associated with the recommended noise mitigation measures in accordance with the Environmental Noise Feasibility Study, prepared by Valcoustics Canada Ltd., dated November 15, 2013 and all Addendums thereto, including the May 28, 2019 update, prepared by Valcoustics Canada Ltd. with updated Table 1 and Site Plan Figure 1 to illustrate the townhouse units relative to the Blocks on the Plan of Subdivision (the "Noise Feasibility Study"). In accordance with the recommendations in the Noise Feasibility Study and for clarity of this Agreement, the Owner agrees to include warning clauses in closing documents for residential units within the Subdivision, as follows:
- (i) For all units within the townhouse buildings on Block 3, the following warning clauses are to be included:

"Purchaser(s) are hereby advised that despite the inclusion of noise control features within the Subdivision and within the building units, sound levels due to increasing road and rail traffic may on occasion interfere with some activities of the dwelling occupants.

This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Toronto and the Ministry of the Environment and Climate Change noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and must not exceed an ARI rating of 7.6 bels.).

Warning: CN/GO Transit or its assigns or successors in interest has or have a right-of-way within 300 meters from this Subdivision. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Subdivision and individual dwelling unit(s). CN/GO will not be responsible for any complaints or claims arising from use of such facilities and/or operations, on, over or under the aforesaid rights-of-way.

Purchaser(s) are hereby advised that due to the proximity to the existing commercial/industrial developments, sound from these facilities may, at times, be audible."

- (ii) For units within the easterly townhouse building on Block 2 and the units within the townhouse building west of the private lane on Block 1, the following warning clauses are to be included:

"Purchaser(s) are hereby advised that despite the inclusion of noise control features within the Subdivision and within the building units, sound levels due to increasing road and rail traffic may on occasion interfere with some activities of the dwelling occupants.

This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Toronto and the Ministry of the Environment and Climate Change noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts and must not exceed an ARI rating of 7.6 bels.).

Warning: CN/GO Transit or its assigns or successors in interest has or have a right of way within 300 meters from this Subdivision. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Subdivision and individual dwelling unit(s). CN/GO will not be responsible for any complaints or claims arising from use of such facilities and/or operations, on, over or under the aforesaid rights-of-way.

Purchaser(s)/occupants are hereby advised that due to the proximity to the existing commercial/industrial developments, sound from these facilities may, at times, be audible."

- (iii) For units within the townhouse buildings immediately adjacent to the east property line in Block 1, the following warning clauses are to be included:

"Purchaser(s) are hereby advised that despite the inclusion of noise control features within the Subdivision and within the building units, sound levels due to increasing road and rail traffic may on occasion interfere with some activities of the dwelling occupants.

This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Toronto and the Ministry of the Environment and Climate Change noise criteria.

Warning: CN/GO Transit or its assigns or successors in interest has or have a right of way within 300 meters from this Subdivision. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Subdivision and individual dwelling unit(s). CN/GO will not be responsible for any complaints or claims arising from use of such facilities and/or operations, on, over or under the aforesaid rights-of-way.

Purchaser(s)/occupants are hereby advised that due to the proximity to the existing commercial/industrial developments, sound from these facilities may, at times, be audible

- (iv) For the remaining units in the 2 westerly townhouse buildings on Block 1 and the remaining units in the 2 westerly townhouse buildings on Block 2, the following warning clauses are to be included:

Warning: CN/GO Transit or its assigns or successors in interest has or have a right-of-way within 300 meters from this Subdivision. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Subdivision and individual dwelling unit(s). CN/GO will not be responsible for any complaints or claims arising from use of such facilities and/or operations, on, over or under the aforesaid rights-of-way.

Purchaser(s)/occupants are hereby advised that due to the proximity to the existing commercial/industrial developments, sound from these facilities may, at times, be audible."

24. Prior to the registration of the plan of subdivision, the Owner agrees to provide a letter of credit as security for the installation of any required mitigation measures including, but not limited to, the construction and installation of all berms and acoustical fencing for 120% of the value of such items, to the satisfaction of City Planning.
25. Prior to assumption of services, the Owner agrees to provide a letter to City Planning from the consulting engineer certifying that the recommended noise mitigation measures have been implemented.
26. Prior to the registration of the plan of subdivision, the Owner agrees to provide a letter to City Planning from the consulting engineer confirming that all applicable Ministry of Environment and Climate Change ("MOE") noise guidelines will be met.
27. The Owner agrees through future condominium application(s) to establish a reserve fund for the benefit of the future common elements condominium on Block 1 and to contribute to the on-going maintenance of all required noise attenuation walls and fencing adjacent to the TTC/SRT Rail tracks, to the satisfaction of City Planning.

PARKLAND

28. Prior to the registration of the plan of subdivision, the Owner agrees to convey Block 5 to the City for parkland purposes.
29. Prior to the conveyance of Park Block 5, the Owner agrees to install and maintain temporary fencing around Block 5 to the satisfaction of Parks, Forestry and Recreation. The Owner acknowledges and agrees that the fencing will remain until the construction of the parkland is completed, to the satisfaction of Parks, Forestry and Recreation.
30. The parties hereto acknowledge that Block 5 will be deemed to be parkland and in respect of the limiting distance requirements of the *Ontario Building Code Act, 1992*, as amended, and any structures constructed on the land abutting Block 5 will be subject to limiting distance requirements established under the Ontario Building Code. Prior to site plan approval for buildings in Block 3, the Owner agrees to advise Parks, Forestry and Recreation whether the Owner is required to enter into an agreement. The Owner further acknowledges that compensation may be required in the agreement.
31. The Owner acknowledges and agrees that stockpiling of any soils or materials or the use as an interim construction staging area on Block 5 is prohibited, unless otherwise approved by Parks, Forestry and Recreation.
32. Further to Section 17.3 of the main body of this Agreement, the parties hereto agree that the following is added to Section 17.3 as follows:

"(g) Buffering/screening between the park and adjacent uses.

Details of when such work is to be completed are to be finalized prior to registration of the plan of subdivision and will be to the satisfaction of Parks, Forestry and Recreation. No credit will be given towards the Parks and Recreation component of the Development Charges for the costs associated with the Base Park Improvements."
33. The Owner acknowledges and agrees that at the time of the conveyance of Block 5, Parks, Forestry and Recreation may elect to receive cash-in-lieu of some or all of the elements of the Base Park Improvements.
34. The Owner agrees to ensure that the grading and drainage of the adjacent blocks are compatible with the grade of the parkland to the satisfaction of Parks, Forestry and Recreation and Engineering and Construction Services.
35. The Owner acknowledges and agrees that the areas to be addressed in the design of the parkland are park programming, sustainable design and plantings, community and public safety, ground surface treatment, seating, vandalism, etc. Details of these requirements will be determined prior to the registration of the plan of subdivision, to the satisfaction of Parks, Forestry and Recreation.
36. DELETED
37. The Owner acknowledges that all letters of credit provided by the Owner, unless determined otherwise by the City, are intended to be in current dollars and accordingly, will be adjusted either upwards or downwards, annually, on the anniversary date of the execution of this Agreement, in accordance with the change in the Statistics Canada Non-Residential Construction Price Index, or other index, to the satisfaction of the City, during such one year period, provided in no case will the amount, payable by the Owner, at any time be less than the minimal amount set out this Agreement.

STREET TREES

38. Prior to registration of the plan of subdivision, the Owner agrees to provide a street tree planting plan, in conjunction with a composite utility plan, showing the species, size, and location of proposed street trees, as these relate to the location of any roads, sidewalks, driveways, street lines and utilities. The street tree planting plan will be to the satisfaction of Parks, Forestry and Recreation.
39. The Owner agrees to plant the street trees in accordance with the approved street tree planting and composite utility plans and to the satisfaction of Parks, Forestry and Recreation.
40. Prior to the registration of the plan of subdivision, the Owner agrees to prepare an information booklet outlining the tree planting strategy within the community and the ongoing responsibilities of the homeowners and the City in order to achieve a successful urban tree planting strategy within the community. This booklet will be prepared to the satisfaction of Parks, Forestry and Recreation and will be distributed to all homeowners for all dwelling units within the Subdivision.
41. Following the planting of the street trees, the Owner agrees to provide a Certificate of Completion of Work and an as-installed plant list in the form of a spreadsheet identifying the street trees, as shown on the approved planting plan, by street address. The as-installed plant list will also include tree species, caliper, condition and specific location of the trees by identifying two points of reference (i.e. distances in metres from the curb, sidewalk, driveway, utility pole or pedestal).
42. The Owner agrees to include the following warning clause in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision:

"Purchaser(s) and/or Tenant(s) are hereby advised that they may not receive a street tree in front of their property."
43. Prior to the registration of the plan of subdivision, the Owner agrees to provide its solicitor's written confirmation to the City advising the above noted clause has been included in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision.

SCHOOLS

44. The Owner agrees to enter into an agreement with the Toronto District School Board and the Toronto Catholic District School Board to erect and maintain signs, at points of egress and ingress of the Subdivision, 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.

The Toronto Catholic District School Board has plans to accommodate Catholic students from this Subdivision. If the elementary or secondary school which serves this Subdivision is oversubscribed, students from the subdivision may need to be accommodated in portable classrooms or may have to attend a school located outside the area.

For information regarding Catholic schools serving this Subdivision, please contact the Planning Department at 416-222-8282, Extension 2280 or visit the School Board's website at www.tcdsb.org."

These signs will be to each School Board's specifications and will be erected prior to registration of the plan of subdivision.

45. The Owner agrees to include in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision the following warning clauses for a period of 10 years after registration of the plan of subdivision:

"Purchaser(s) and/or Tenant(s) are hereby advised that despite the best efforts of the Toronto District School Board, sufficient accommodation may not be locally available for all students anticipated from this Subdivision and that students may be accommodated in facilities outside the area, and further, that students may later be transferred.

Purchaser(s) and/or Tenant(s) are hereby advised that for the purpose of transportation to school, if busing is provided by the Toronto District School Board, students will not be bussed home to school and/or from school to home, but will meet the bus at designated locations in or outside of the area.

Purchaser(s) and/or Tenant(s) are hereby advised that the Toronto Catholic District School Board has plans to accommodate Catholic students from this Subdivision. If the elementary or secondary school which serves this area is oversubscribed, students from this Subdivision may need to be accommodated in portable classrooms or may have to attend a school located outside the area.

Purchaser(s) and/or Tenant(s) are further advised that school bus service for students, if required, will be from designated school bus stops located within or outside the Subdivision area."

CANADA POST

46. The Owner agrees to consult with Canada Post to determine suitable locations for the placement of the community mailbox and to indicate these locations on the appropriate servicing plans.
47. The Owner is responsible for notifying purchaser(s) and/or tenant(s) of the Subdivision the exact community mailbox location prior to the closing of any home sale.
48. The Owner agrees to include a warning clause in all residential Agreements of Purchase and Sale and/or Rental Agreements advising that mail delivery will be at designated community mailbox locations.
49. The Owner agrees to provide the following for each community mailbox location and include the following on the appropriate servicing plans:
- i) an appropriately sized sidewalk section (concrete pad) as per municipal standards, to place the community mailboxes;
 - ii) any required walkways across the boulevard, as per municipal standards;
 - iii) any required curb depressions for wheelchair access.
50. The Owner agrees to determine and provide suitable temporary community mailbox locations which may be utilized by Canada Post to provide mail delivery to residents upon occupation and until the curbs, sidewalks, and final grading have been completed at the permanent community mailbox locations.
51. Prior to the registration of the plan of subdivision, the Owner agrees to provide a plan to the City showing the location of all proposed community mailboxes, associated garbage containers and landscaping within the area of the community mailboxes. The plan will be to the satisfaction of City Planning, Engineering and Construction Services and Parks, Forestry and Recreation.

BELL CANADA

52. The Owner agrees to grant to Bell Canada, any easements that may be required for telecommunication services. In the event of any conflict with existing Bell Canada facilities or easements, the Owner will be responsible for the relocation of such facilities or easements.
53. The Owner agrees to provide one or more conduits of sufficient size from each commercial unit to rooms in which telecommunications facilities are situated, and one or more conduits from the room(s) in which telecommunications facilities are located to the street line.

ENBRIDGE GAS DISTRIBUTION ("ENBRIDGE")

54. Prior to the registration of the plan of subdivision, the Owner agrees to make satisfactory arrangements, financial and otherwise (including providing easements), with Enbridge or such other natural gas provider, for the installation and delivery of gas services to the Subdivision.
55. The Owner agrees to contact Enbridge, Customer Connections Department by emailing SalesArea10@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of landscaping (including, but not limited to, tree planting, silva cells, and/or soil trenches) and/or asphalt paving.
56. The Owner acknowledges and agrees that if relocation of any gas main is required as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs will be the responsibility of the Owner.
57. In the event easements are required to service the Subdivision, the Owner agrees to provide the easement(s) to Enbridge and at no cost to Enbridge.
58. In the event a pressure reducing regulator station is required, the Owner agrees to provide a 3 metre by 3 metre exclusive use location that is within the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge's Customer Connections Department, for more details contact SalesArea10@enbridge.com.
59. Prior to the installation of the gas piping, the Owner agrees to grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations to the satisfaction of Enbridge.

TORONTO GREEN STANDARD

60. The Owner agrees to construct and maintain the Subdivision 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 PG32.3 of the Planning and Growth Committee.

WARNING CLAUSES

61. The Owner agrees to include the following warning clauses in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision:

"Purchaser(s) and/or Tenants are hereby advised that where sidewalks are located adjacent to the curb sidewalk snow clearing and driveway windrow clearing will not be carried out by the City of Toronto.

Purchaser(s) and/or Tenant(s) are further advised that there is a City of Toronto By-law that prohibits the use of the public boulevard as a required parking space

in this Ward. Casual parking (not required parking) is permitted within the confines of that portion of the boulevard within a private driveway, provided that no motor vehicle may be parked in the driveway less than 0.3 metres from the back edge of the sidewalk, or where no sidewalk exists, not less than 2.0 metres from the face of the curb or edge of the roadway.

Additional vehicle parking that might otherwise be available on public streets will be subject to approval and regulations pursuant to applicable by-laws of the City of Toronto. Purchaser(s) and/or Tenant(s) are cautioned that additional personal or visitor vehicles parked on the public street in contravention of hour limitations, overnight restrictions and similar regulations under such by-laws will be subject to parking enforcement including possible ticketing".

62. Prior to the registration of the plan of subdivision, the Owner agrees to provide its Solicitor's written confirmation to the City advising that the warning clauses above have been included in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision.

SITE PLAN APPLICATIONS

63. The Owner agrees that, in addition to usual matters to be addressed through site plan applications for the Subdivision, the application(s) will include proposals specifically to address visual screening (through landscaping and/or other means) for all required noise attenuation walls, proposed fencing to a minimum height of 1.8 metres along the property boundary between said noise attenuation walls, proposed or existing fencing adjacent to the TTC/SRT Rail tracks satisfactory to TTC, and the locations and screening provisions for all natural gas meters.