

**October 8, 2019 Conditions of Draft Plan of Subdivision
with Respect to Draft Plan dated October 8, 2019 (the “Draft Plan”)**

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

1. The Owner shall enter into the City’s standard subdivision agreement and satisfy all of the pre-registration conditions contained therein, and the satisfaction of the pre-registration conditions and the registration of the subdivision plan may occur on a phased basis;
2. The Owner shall provide to the Director of Community Planning, North York District, confirmation of payment of outstanding taxes to the satisfaction of Revenue Services Division, Finance Department, City of Toronto (statement of account or Tax Clearance Certificate) and that there are no outstanding City initiated assessment or tax appeals made pursuant to Section 40 of the *Assessment Act* or the provisions of the *City of Toronto Act, 2006*. In the event that there is an outstanding City initiated assessment or tax appeal, the Owner shall enter into a financially secured agreement with the City satisfactory to the City Solicitor to secure payment of property taxes in the event the City is successful with the appeal.
3. If the subdivision plan is not fully registered within 7 years of the date of draft plan approval, then this approval shall be null and void, and the plans and drawings must be resubmitted to the City of Toronto for approval with respect to any portion of the subdivision plan which has not been registered within such time period, subject to extensions on terms and conditions satisfactory to the Chief Planner and Executive Director, City Planning.
4. Except as provided herein, the Owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of item PG32.3 of the Planning and Growth Committee, and as updated by Toronto City Council at its meeting held on December 5, 6 and 7, 2017 through the adoption of item PG23.9 of the Planning and Growth Committee, and as may be further amended by City Council from time to time.

City Planning ¹

¹ Heading references are for information only.
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5. The Owner agrees to provide an energy and resiliency study for the Wynford Green community and to explore the feasibility of providing: additional back-up power in order to improve resilience to area-wide power outages; alternative technologies to power street lighting, traffic signals and other lighting in the public realm; incorporate recovery of low-carbon energy from infrastructure sources; develop or incorporate a connection to any existing or planned thermal energy networks; integrate on-site renewable energy production to reduce electricity demand; and target near-zero energy emissions, in keeping with Council approved direction under TransformTO, to the satisfaction of the Chief Planner and Executive Director, City Planning.
6. The Owner agrees that the final design and siting of any buildings or structures on the westernmost portion of Block 11 will not preclude or limit the design or construction of any portion of the Active Rail Crossing, to the satisfaction of the Chief Planner and Executive Director, City Planning. The City acknowledges that the Draft Plan satisfies this condition.
7. Prior to registration of any phase of the plan of subdivision, the Owner shall submit a noise/vibration report and an air quality report for Blocks 3A, 3B, 9, 11, 12, abutting the CP Rail Corridor and Blocks 1, 6B, 6C, 7, 12, abutting the Eglinton LRT, to be subject to peer review, and include any mitigation measures necessary, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the Chief Planner and Executive Director, City Planning.
8. The City acknowledges that the Proposed Residential/Commercial Redevelopment 844 Don Mills Road/1150 Eglinton Avenue East, Toronto, Ontario, Derailment Protection Report (in Support of an OPA and Re-Zoning Application) prepared by Johnson, Sustronk, Weinstein and Associates (JSW) as revised and updated through June 20, 2018, satisfies the City's condition for a Development Viability Report for development within the 30 metre setback from the CP Rail Corridor, to be subject to peer review, and include any mitigation measures necessary and an acknowledgement that the Owner is to construct and maintain the rail protection measures, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the Chief Planner and Executive Director, City Planning.
9. The City acknowledges that further to the Development Viability Report, the "Crash Wall Protection Report Wynford Green, Block 11" prepared by Jablonsky, Ast, and Partners, dated August 7, 2018 has been provided by the Owner and accepted by the City and the City's peer reviewer.
10. The City acknowledges that further to the Accepted Development Viability Report and the Accepted Crash Wall Report, the authors thereof, being Practitioners, retained by the Owner have each provided to the City letters in satisfaction of the obligations to extend reliance to the City and its peer reviewer and assume responsibility for, and indemnify the City from, liability associated with damages sustained within the site arising from incidents occurring on the CPR Rail Corridor.
11. The Owner agrees not to register phase 2, 3 or 4 of the plan of subdivision until the Don Mills Crossing Secondary Plan is adopted by Council.

Transportation

Design Elements

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

Parking and Travel Demand Management (TDM)

18. Prior to registration of first plan of subdivision, the Owner agrees to submit a plan identifying locations for publicly accessible rideshare drop-off locations on-site, including the proposed phasing, with the detailed designs and locations to be finalized at site plan approval of the subject location to the satisfaction of the Chief Planner and

Executive Director, City Planning.

19. Prior to registration of the first plan of subdivision, to submit a one-time payment in the amount of fifty thousand dollars (\$50,000) for Smart Commute services to City Planning Division in the form of a bank draft or certified cheque.
20. Prior to the registration of the first plan of subdivision, to provide a one-time funding contribution to the City of fifty thousand dollars (\$50,000) for a transportation monitoring program, to the satisfaction of the General Manager, Transportation Services.
21. The Owner shall provide prior to the issuance of the first above grade building permit, provide one time funding for five (5) bike share stations, totaling \$250,000.00 and submit a general plan for the location of the bike share stations positioned across the site at multiple locations, with details secured prior to site plan approval for the phase containing the bike share station;
22. Prior to the issuance of the first above grade building permit for the subject development, the Owner shall provide the general locations for a minimum of 25 publicly accessible car share spaces on site or within the public right of way, with detailed designs and locations to be finalized at site plan.

Ravine and Natural Feature Protection

23. Prior to the registration of phase 1 of the plan of subdivision, the Owner shall submit a financial payment to Ravine and Natural Features Protection (RNFP) in the form of a certified cheque payable to Treasurer, City of Toronto, in the total amount of \$953,750.00 (nine hundred fifty-three thousand, seven hundred fifty dollars). This amount is equal to \$25/m² of the total combined area of Blocks 14A, 14B, 15 & 16 (3.815ha) for the value of preparing, implementing, installing and/or maintaining ravine stewardship (on these lands) to the satisfaction of RNFP. The payment shall be delivered to the Supervisor, RNFP.
24. Prior to the registration of phase 1 of the plan of subdivision, the Owner shall submit:
 - a. The detail design of a multi-use trail that connects Block 15 to E.T. Seton Park, to the satisfaction of RNFP. The multi-use trail design shall include the installation of a permanent fence on both sides of the multi-use trail and restoration of disturbed construction areas to the satisfaction of the Chief Planner and Executive Director, City Planning, in consultation with RNFP, TRCA, and the General Manager, Transportation Services.
 - b. A Natural Heritage Impact Study assessing the impacts of the multi-use trail to the satisfaction of RNFP.
25. The Owner shall obtain a RNFP permit for any proposed tree removal or work within a tree protection zone (TPZ) to the satisfaction of RNFP. This permit may be subject to conditions.
26. Prior to the registration of phase 1 of the plan of subdivision, the Owner shall submit a financial security to RNFP in the form of a Letter of Credit or certified cheque payable to

Treasurer, City of Toronto in an amount equal to 120 percent of the submitted cost estimate (or the City's estimated cost) of preparing, implementing, and installing the approved multi-use trail design, including the permanent fence referenced in condition 24.a above.

27. Prior to residential use of Block 12, the Owner shall complete construction of the multi-use trail that connects Block 15 to E.T. Seton Park as per the approved detail design, subject to extensions for seasonality acceptable to the Chief Planner and Executive Director, City Planning.. During construction, trees shall be protected in accordance with the approved tree protection plan. All construction and tree protection shall be to the satisfaction of RNFP.
28. The Owner shall restore all construction-disturbed areas on both sides of the multi-use trail, in accordance with the approved plans, to the satisfaction of RNFP. For clarity, restoration means leaving the construction-disturbed areas in a plant-able condition, by the provision of an appropriate uncompacted soil condition and the removal of debris.
29. The Owner shall satisfy the following condition (a) to the satisfaction of RNFP prior to any site disturbance, and shall thereafter implement any site disturbance including but not limited to any tree work, subject to conditions (b)-(d):
 - a. Once the tree and site protection measures have been installed or undertaken the Owner shall notify the RNFP Planner at 416-392-2513 to arrange for an inspection of the site and approval of the tree and site protection measures.
 - b. The Owner shall ensure that there shall be no grading (by hand or otherwise), nor excavation activities within the approved tree protection hoarding zones, unless otherwise acceptable to RNFP and TRCA.
 - c. The Owner shall ensure that a certified arborist is on site while excavation and/or grading operations are taking place in tree protection zones to execute any necessary tree work. The Owner shall submit a summary report of observations and activity while on site, to RNFP for review and approval. The reporting interval shall be determined by RNFP.
 - d. The Owner shall ensure that all tree work is executed to proper arboricultural standards and to the satisfaction of RNFP.
30. Prior to any site disturbance on Blocks 14A, 14B, 15, 16 and/or within any Blocks where there are protected trees, the Owner shall confirm that no migratory birds are making use of the site for nesting. The applicant shall ensure that the works are in conformance with the Migratory Bird Convention Act and that no migratory bird nests will be impacted by the proposed work.

Toronto Private Tree By-law and City Street Trees

31. Prior to registration of the plan(s) of subdivision, the Owner agrees to submit a detailed landscape plan of street tree planting indicating the location, species, size and condition of all trees proposed to be planted within the road allowance for the approval of Parks,

Forestry and Recreation and Engineering and Construction Services.

32. Prior to the registration of the plan(s) of subdivision, the Owner agrees to post a letter of credit in the form and from an institution, acceptable to the City Treasurer, equivalent to one hundred twenty (120) percent of the value of the street trees and other plantings, as a financial security, to guarantee the planting including the maintenance of the street trees for a minimum period of two (2) years to the satisfaction of Parks, Forestry and Recreation (the "Tree Planting Deposit"). The Tree Planting Deposit is required in the amount of \$236,115.00 (at \$583.00 per tree); for 405 new City owned street trees to be planted on the City road allowance. The Tree Planting Deposit must be submitted to the attention of Tara Bobie, Supervisor of Urban Forestry, Tree Protection & Plan Review. The General Manager of Parks, Forestry & Recreation shall hold the tree planting security deposit for the duration of the renewable guarantee period.
33. The Owner agrees to design all street tree pits in compliance with City of Toronto Streetscape Design guidelines to the satisfaction of the General Manager of Parks Forestry and Recreation. Minimum soil volumes are to be provided for each newly planted City owned street tree.
34. Prior to the acceptance of engineering drawings by Technical Services, the Owner agrees to submit composite utility plans, indicating the location of all existing and proposed underground and aboveground utilities in relation to proposed tree planting locations, at a minimum scale of 1:250, to the satisfaction of Technical Services and the General Manager of Parks Forestry and Recreation.
35. The Owner agrees to plant the street trees after final grading and once sod has been laid, in accordance with the approved landscape plan. The Owner further agrees that the tree planting will be supervised by a qualified arborist or nursery person, having particular regard to planting depth and potential settlement to ensure tree survival all the satisfaction of the General Manager of Parks Forestry and Recreation.
36. 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.
37. 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.
38. The Owner agrees that thirty (30) City owned street trees inventoried as 367, 368, 369, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 385, 463, 464, 465, 466, 467, 477, 478, 379, 480, 542, 549, 550 and 551 are to be preserved as per the submitted

arborist report. Urban Forestry shall require a payment for the Tree Security Deposit to ensure the trees' protection during construction. If the tree protection is maintained as specified in a City-approved arborist report and Tree Protection Plan ("Approved Arborist Report") and in accordance with the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, the Tree Security Deposit will be released at the completion of construction. If it is discovered that there was unauthorized encroachment within a tree protection zone, or a tree was not protected in accordance with the Approved Arborist Report and Tree Preservation Plan and the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, monies will be held for a period of up to two years after construction is completed. The deposit may be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are protected and kept in a healthy and vigorous state during the construction period.

39. Prior to the registration of the plan of subdivision, the Owner shall submit to Urban Forestry Supervisor at tppnorth@toronto.ca photos from a certified arborist that documents the installed tree protection hoarding and signage has been installed for the City and privately owned trees as prescribed in the Approved Arborist Report and Tree Protection Plan and in accordance with the City of Toronto's Tree Protection Policy and Specifications for Construction Near Trees, and to the satisfaction of the General Manager of Parks, Forestry & Recreation.
40. The Owner agrees to ensure that all tree protection barriers are maintained in good condition, and are not to be moved, altered or removed until all construction activities have been completed and removal of the barriers has been approved by the General Manager of Parks, Forestry & Recreation.
41. The Owner agrees to notify all builders, contractors and agents of all tree protection requirements where any part of the development will be carried out by them on behalf of the Owner to the satisfaction of the General Manager of Parks, Forestry & Recreation.
42. The Owner agrees that if the tree protection is maintained as specified in the Approved Arborist Report and Tree Protection Plan and in accordance with the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, the Tree Security Deposit will be released at the completion of construction. If it is discovered that there was unauthorized encroachment within a tree protection zone, or a tree was not protected in accordance with the Approved Arborist Report and Tree Preservation Plan and the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees, monies will be held for a period of up to two years after construction is completed. The deposit may be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are protected and kept in a healthy and vigorous state during the construction period.
43. 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.
44. The Owner agrees to submit complete applications for all trees to be removed or injured from City owned or private property as per the provisions of the City of Toronto Municipal Code, Chapter 813, Trees, Articles II and III. The submitted arborist report

shows that the development proposes the removal of one hundred and seventy eight (178) privately-owned trees with a diameters of 30 cm or greater, situated on the subject property yet the inventory is incomplete; therefore the final number of removals and injuries shall be determined pending complete information.

45. All security deposit and payments must be submitted to the attention of Tara Bobie, Supervisor of Urban Forestry, Tree Protection & Plan Review, in the form of an irrevocable Letter of Credit, debit card or certified cheque payable to the Treasurer, City of Toronto.

Toronto and Region Conservation Authority

46. Prior to the plan registration of the earlier of phase 2 or phase 3, the Owner shall convey Blocks 14A, 14B and 15 to the TRCA, and Block 16 to the City of Toronto, collectively being 3.77 acres more or less as described on the Draft Plan, free of all encumbrances unless otherwise acceptable to RNFP and TRCA, and at no cost to TRCA and the City, including TRCA's and the City's legal costs and any third party consultant costs required to effect the conveyance, to the satisfaction of TRCA and the City, or conveyed at such alternative timing as may be agreed to by the TRCA or RNFP as applicable. The encumbrances may include easements to be provided to the City for City services.
47. Prior to conveyance of Blocks 14A, 14B, 15 and 16, the Owner shall, at its sole cost, and to the satisfaction of TRCA:
- a. Obtain any necessary permits pursuant to Ontario Regulation 166/06 from the TRCA.
 - b. Prepare or provide any necessary reports and management plans including, but not limited to: Environmental Site Assessment reports, Ravine Restoration and Stewardship Plans, Stormwater Management Plans, Grading Plans, Geotechnical Studies, Remedial Action Plans, Records of Site Condition, Well Records and an evaluation of the risk associated with the existing Sunoco and Imperial Oil pipelines.
 - c. Remove any historical man-made intrusions and structures in the open space valley lands, which may include, but is not limited to, the removal of any unnecessary paths, culverts, structures, buildings, weirs, dams, wells, fences, utilities, debris and waste, and restore these areas to a natural state unless otherwise acceptable to TRCA.
 - d. Ensure that any proposed public or private infrastructure that must be constructed or retained on the conveyed lands will be retained in public or private Ownership and the Owner shall prepare, amend and register any necessary easements with the relevant responsible public body, for nominal consideration.
 - e. Erect a permanent contextually appropriate fence to satisfaction of the Chief Planner and Executive Director, City Planning and the Director, Urban Design along the southern property line of Block 12, except where needed for public

access.

- f. Any other matters as may be required by TRCA.

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

48. The Owner agrees to prepare and implement an outreach plan and communications strategy consistent with the City of Toronto's Ravine Strategy to include, but not necessarily be limited to, education materials and signage related to the ecological importance of the natural heritage system to the satisfaction of the TRCA.
49. The Owner shall submit the following to the satisfaction of TRCA prior to the initiation of topsoil stripping, grading, and installation of servicing or other site alteration, and prior to the registration of phase 1 of this Draft Plan:
- a. An Erosion & Sediment Control Report and Plans consistent with the Erosion and Sediment Control Guideline for Urban Construction (Greater Golden Horseshoe Area Conservation Authorities, 2007, as amended), that includes proposed measures for controlling or minimizing erosion and siltation on-site and/or in downstream areas during and after topsoil stripping, grading, the installation of infrastructure and construction of any structures.
 - b. A detailed engineering submission for the Draft Plan of Subdivision or phase thereof to include:
 - i. A description of the storm drainage system (quantity, quality and erosion control);
 - ii. Plans illustrating how this drainage system will tie into surrounding drainage systems (i.e., how external flows will be accommodated, the design capacity of the receiving system);
 - iii. Appropriate stormwater management techniques which may be required to control minor and major flows;
 - iv. Implementation of the low impact development strategy identified in the Stormwater Management Report, prepared by Counterpoint Engineering Inc., Revision 3, revised February 7, 2018;
 - v. Detailed designs of infrastructure in the natural heritage system to avoid, minimize and mitigate impacts to natural features and their functions;

- vi. Detailed designs of the erosion control tank within the Wynford Drive right of way, LID facilities and site design based on subsurface groundwater and geotechnical investigations;
 - vii. Geotechnical slope stability work where needed;
 - viii. Where required, evaluation of the need for groundwater dewatering during construction, including but not limited to details for its disposal, potential impacts to natural features due to groundwater withdrawal, mitigation and any permitting requirements;
 - ix. Grading Plans for the subject lands;
 - x. The location, description and details of all outlets and other facilities or works which may require permits from the TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06).
50. The Owner shall agree in the subdivision agreement, in wording acceptable to the TRCA:
- a. To carry out, or cause to be carried out, to the satisfaction of the TRCA, the recommendations of the reports and details of the plans referenced in conditions 46 through 49 inclusive;
 - b. To implement erosion, sediment and topsoil management consistent with the Erosion & Sediment Control Report and Plans at all times;
 - c. To install and maintain all stormwater management and erosion and sedimentation control structures operating and in good repair during the construction period, in a manner satisfactory to the TRCA;
 - d. That all Site Plan Control applications within the Draft Plan of Subdivision will be circulated to the TRCA for review and comment on the stormwater management proposals within each Block;
 - e. To obtain all necessary permits from the TRCA pursuant to the Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation (Ontario Regulation 166/06), as amended, to the satisfaction of the TRCA.
51. The Owner shall provide a copy of the fully executed subdivision agreement to TRCA, when available, in order to expedite the clearance of conditions of draft plan approval.

Parks Forestry and Recreation

Conveyance

52. Prior to the registration of a plan of subdivision which includes Blocks 8, 9 and/or 12 (being a portion of phase 1), the Owner shall:

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

Environmental Assessment

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

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

2. To the extent that the opinion in (1) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
- ii. Land to be conveyed to the City meets either:
 1. The applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
 2. The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.
- e. The Qualified Person's statement, referenced in 53.d above, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS.
 - f. For conveyance of lands requiring a Record of Site Condition (RSC):
 - i. File the RSC on the Ontario Environmental Site Registry; and
 - ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, ECS and to the General Manager, PFR.
 - g. Complete any required environmental remediation of the Block 6A Lands to the satisfaction of the City's Peer reviewer and/or all remediation completed to the satisfaction of the City's Peer Reviewer; in accordance with MOECC standards or recommendations suitable for park use;

Temporary Fencing

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

Parkland Grading and Drainage

55. The Owner shall ensure that the grading and drainage of the adjacent development blocks

are compatible with the grades of the parkland to the satisfaction of the General Manager, PFR.

56. The Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park to the satisfaction of the General Manager, PFR.

Base Park

57. The Owner, at their sole expense, will be responsible for the base construction and installation of the parkland ("Base Park Improvements"). The Base Park Improvements required for Block 6A shall include the following:
- a. Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing.
 - b. Grading inclusive of 300mm depth topsoil supply and placement.
 - c. Sodding #1 nursery grade;
 - d. Fencing, where deemed necessary;
 - e. Sanitary and storm service connections with manholes at street line;
 - f. Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - g. Street trees along all public road allowances abutting City-owned parkland; and
 - h. Standard park sign (separate certified cheque required).
58. The construction and installation of Base Park Improvements is to be completed to the satisfaction of the General Manager, PFR. Where a Base Park Improvement item is deemed not to be required at the discretion of the General Manager, PFR, the equivalent funds shall be provided by the Owner and allocated to other Parks and Recreation improvement components within the site, all to the satisfaction of the General Manager, PFR.
59. Prior to the issuance of the first permit, issued pursuant to the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, superseded or replaced from time to time, including any conditional permit, which permits the construction of a building or structure, or a portion thereof, above-grade, but does not include the construction of a temporary sales/rental centre, a permit to erect a below ground concrete structure, a permit to demolish all or part of a building, a permit issued pursuant to the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, as amended, superseded, or replaced from time to time, a permit for repairs maintenance, and usual and minor works acceptable to the Senior Manager, Heritage Preservation Services, or any permit for shoring or excavation ("Above Grade Building

Permit") on Blocks 8, 9, and/or 12, the Owner shall:

- a. submit a cost estimate and any necessary plans for the Base Park Improvements for Block 6A to the satisfaction of the General Manager, PFR.
 - b. post an irrevocable letter of credit, including provisions for upward indexing, in a form and from an institution and in the amount of 120 percent of the value of the Base Park Improvements for Block 6A for the parkland, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with Base Park Improvements.
60. The construction of the Base Park Improvements to park Block 6A shall be completed prior to first residential use on Blocks 8, 9, and/or 12 to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other force majeure issues) resulting in the late completion of the Base Park Improvements on Block 6A shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of the Base Park Improvements.
 61. Should the Owner undertake Base Park Improvements on Block 6A following conveyance of the park block to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of, or work carried out by the applicant on, the park.
 62. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited.

Warranty

63. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements of Block 6A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
64. Upon the expiry of the Parkland Warranty Period, the outstanding park security shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
65. Upon completion of Base Park Improvements for Block 6A, as-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all

deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Above Base Improvements

66. Should the Owner agree to design and construct the Above Base Park Improvements on Block 6A for a Development Charge Credit against the Parks and Recreation component of the Development Charges payable for the development of one or more of Blocks 1, 8, 9 and/or 12 satisfactory to the Owner and the General Manager, PFR, the following conditions apply:
- a. The Owner agrees to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development Blocks described above, to the satisfaction of the General Manager, PFR. The development charge credit shall be in an amount that is the lesser of
 - i. the cost to the Owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, PFR, and
 - ii. the Parks and Recreation component of development charges payable for the development of the Blocks described in this condition 66 in accordance with the City's Development Charges By-law, as may be amended.
 - b. The Owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of the Parks and Recreation component of the Development Charges payable for the development of Blocks as described in this condition 66. For Block 6A, the design, cost estimate and ultimately the letter of credit will be required prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 8, 9, and/or 12.
 - c. The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of the park are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the parkland shall be to the satisfaction of the General Manager, PFR.
 - d. Prior to the issuance of the first above grade building permit (including any

conditional permit) on Blocks 8, 9, and/or 12 (being a portion of phase 1 for the development of the site), the Owner is required to submit working drawings, specification and landscape plans for Block 6A showing the scope and detail of the work for the Above Base Park improvements for review and approval by the General Manager, PFR.

- e. The construction of Above Base Park Improvements to Block 6A shall be completed prior to first residential use on Blocks 8, 9, and/or 12 to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Above Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the completion of the Above Base Park Improvements.
- f. Should the Owner undertake Above Base Park Improvements on Block 6A following conveyance of Block 6A to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 6A.
- g. The stockpiling of any soils or materials or use as an interim construction staging area on Block 6A once the Block is conveyed to the City is prohibited.

Warranty

- h. The Owner, upon satisfactory completion of the construction and installation of the Above Base Park Improvements of Block 6A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charge for the development of the Blocks as described in this condition 66, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement letter of credit in condition 66.b above. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
- i. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the Letter(s) of Credit in condition 66.b above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- j. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF

format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.

- k. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

BLOCK 3B

Prior to Conveyance

- 67. Prior to the issuance of any above-grade building permit (including any conditional permit) on Blocks 1, 8, 9 and/or 12 (a portion of phase 1), the Owner will be required to:
 - a. Register a reference plan on title to the property municipally known as 844 Don Mills Road showing the Block 3B lands, to the satisfaction of the City Solicitor;
 - b. provide a title opinion on the City's standard form to the City for the Block 3B Lands, to the satisfaction of the City Solicitor,
 - c. register a Section 118 Restriction on title to the Block 3B Lands. The Section 118 Restriction on title to the parkland shall be in a form and with priority to the satisfaction of the City Solicitor, agreeing not to transfer or charge all or any part of the parkland without the consent of the General Manager, PFR, in order to restrict any conveyance other than as contemplated.
 - d. All of a-c above shall be in a form that is to the satisfaction of the City Solicitor.

Environmental Assessment

- 68. Prior to conveying the parkland to the City, the Owner must:
 - a. Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS and copy to the General Manager, PFR;

- b. Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (7 percent), and submit an initial deposit of \$8,000.00 towards the cost of the peer review in the form of a certified cheque, to the Executive Director, ECS. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);
- c. Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, ECS;
- d. At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, ECS for peer review and concurrence, which states:
 - i. In the opinion of the Qualified Person:
 - 1. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - 2. To the extent that the opinion in (1) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - ii. Land to be conveyed to the City meets either:
 - 1. The applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
 - 2. The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.
- e. The Qualified Person's statement, referenced in condition 68.d above, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive

Director, ECS.

- f. For conveyance of lands requiring a Record of Site Condition (RSC):
 - i. File the RSC on the Ontario Environmental Site Registry; and
 - ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, ECS and to the General Manager, PFR.
- g. Complete any required environmental remediation of the Block 3B Lands to the satisfaction of the City's Peer reviewer and/or all remediation completed to the satisfaction of the City's Peer Reviewer; in accordance with MOECC standards or recommendations suitable for park use;

Conveyance

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

Temporary Fencing

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

Parkland Grading and Drainage

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

Base Park Improvement

73. The Owner, at their sole expense, will be responsible for the base construction and installation of the parkland ("Base Park Improvements"). The Base Park Improvements required for Block 3B shall include the following:
 - a. Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing.

- b. Grading inclusive of 300mm depth topsoil supply and placement.
 - c. Sodding #1 nursery grade;
 - d. Fencing, where deemed necessary;
 - e. Sanitary and storm service connections with manholes at street line;
 - f. Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - g. Street trees along all public road allowances abutting City-owned parkland; and
 - h. Standard park sign (separate certified cheque required).
74. All work is to be completed to the satisfaction of the General Manager, PFR. Where a Base Park Improvement item is deemed not to be required at the discretion of the General Manager, PFR, the equivalent funds shall be provided by the Owner and allocated to other Parks and Recreation improvement components within the site, all to the satisfaction of the General Manager, PFR.
75. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner shall:
- a. submit a cost estimate and any necessary plans for the Base Park Improvements for Block 3B to the satisfaction of the General Manager, PFR.
 - b. post an irrevocable letter of credit, including provisions for upward indexing, in a form and from an institution and in the amount of 120 percent of the value of the Base Park Improvements for Block 3B, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with Base Park Improvements.
76. The construction of the Base Park Improvements to park Block 3B shall be completed prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of Base Park Improvements.
77. Should the Owner undertake Base Park Improvements on Block 3B following conveyance of Block 3B to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal

and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of, or work carried out by the Owner on the park.

78. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Block 3B is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) and /or Blocks 4, 5, and/or 7 (being a portion of phase 3) , whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3B.

Warranty

79. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements of Block 3B as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
80. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 79, above, shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, Parks, Forestry, and Recreation (PFR).
81. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
82. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Above Base Improvement

83. Should the Owner agree to design and construct the Above Base Park Improvements on all or a portion of Block 3B for a development charge credit against the Parks and

Recreation component of the Development Charges payable for the development of certain Blocks as agreed to by the Owner and the City, the following conditions apply:

- a. The Owner agrees to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development of such Blocks described above, to the satisfaction of the General Manager, PFR. The development charge credit shall be in an amount that is the lesser of:
 - i. the cost to the Owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, PFR, and
 - ii. the Parks and Recreation component of development charges payable for the development of the Blocks as described in this condition 83 in accordance with the City's Development Charges By-law, as may be amended.
- b. The Owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of the Parks and Recreation component of the Development Charges payable for the development of such Blocks as described in this condition 83 above. For Block 3B, the design, cost estimate and ultimately the letter of credit will be required prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier.
- c. The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of Block 3B are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of Block 3B shall be at the discretion of the General Manager, PFR.
- d. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner is required to submit working drawings, specification and landscape plans for Block 3B showing the scope and detail of the work for the Above Base Park improvements for review and approval by the General Manager, PFR.
- e. The construction of Above Base Park Improvements to Block 3B shall be completed prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Above Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the

completion of the Above Base Park Improvements.

- f. Should the Owner undertake Above Base Park Improvements on all or part of the park block following conveyance of the park block to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3B.
- g. The stockpiling of any soils or materials or use as an interim construction staging area on Block 3B after conveyance to the City is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) and /or Blocks 4, 5, and/or 7 (being a portion of phase 3) , whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3B.

Warranty

- h. The Owner, upon satisfactory completion of the construction and installation of the Above Base Park Improvements of Block 3B as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charge for the development of the Blocks as described above, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement letter of credit. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
- i. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 83.b above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- j. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be

limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.

- k. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

BLOCK 3A

Prior to Conveyance

- 84. Prior to the issuance of any above grade building permit (including any conditional permit) on Blocks 1, 8, 9 and/or 12 (being a portion of phase 1), the Owner will be required to:
 - a. Register a Reference Plan on title to the property municipally known as 844 Don Mills Road showing the Block 3A lands, to the satisfaction of the City Solicitor;
 - b. provide a title opinion in the City's standard form to the City for the Block 3A Lands to the satisfaction of the City Solicitor, and
 - c. register a Section 118 restriction on title for Block 3A The Section 118 Restriction on title to the Parkland shall be in a form and with priority to the satisfaction of the City Solicitor, agreeing not to transfer or charge all or any part of the Parkland without the consent of the General Manager, PFR, in order to restrict any conveyance other than as contemplated.
 - d. All of a-c above shall be in a form that is to the satisfaction of the City Solicitor.

Environmental Assessment

- 85. Prior to conveying the parkland to the City, the Owner must:
 - a. Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, ECS and copy to the General Manager, PFR;
 - b. Pay all costs associated with the City retaining a third-party peer reviewer

including all administrative costs to the City (7 percent), and submit an initial deposit of \$8,000.00 towards the cost of the peer review in the form of a certified cheque, to the Executive Director, ECS. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);

- c. Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, ECS;
- d. At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, ECS for peer review and concurrence, which states:
 - i. In the opinion of the Qualified Person:
 - 1. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - 2. To the extent that the opinion in (1) above is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - ii. Land to be conveyed to the City meets either:
 - 1. The applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
 - 2. The Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.
- e. The Qualified Person's statement, referenced in condition 85.d above, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive

Director, ECS.

- f. For conveyance of lands requiring a Record of Site Condition (RSC):
 - i. File the RSC on the Ontario Environmental Site Registry; and
 - ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, ECS and to the General Manager, PFR.
- g. Complete any required environmental remediation of the Block 3A Lands to the satisfaction of the City's Peer reviewer and/or all remediation completed to the satisfaction of the City's Peer Reviewer; in accordance with MOECC standards or recommendations suitable for park use;

Conveyance

86. Upon registration of the plan of subdivision for phase 2 (Blocks 3A, 3B, 5A, 6B, 6C, 10, 11 and/or 13) or phase 3, (Blocks 4, 5 and/or 7) whichever is earlier, Block 3A shall be conveyed to the City complete with required parkland improvements set out in condition 90 below (Base Park Improvements), free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR in consultation with the City Solicitor.

Temporary Fencing

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

Parkland Grading and Drainage

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

Base Park Improvements

90. The Owner, at their sole expense, will be responsible for the base construction and installation of the parkland ("Base Park Improvements"). The Base Park Improvements required for Block 3A shall include the following:
- a. Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing.

- b. Grading inclusive of 300mm depth topsoil supply and placement.
 - c. Sodding #1 nursery grade;
 - d. Fencing, where deemed necessary;
 - e. Sanitary and storm service connections with manholes at street line;
 - f. Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
 - g. Street trees along all public road allowances abutting City-owned parkland; and
 - h. Standard park sign (separate certified cheque required).
91. All work is to be completed to the satisfaction of the General Manager, PFR. Where a Base Park Improvement item is deemed not to be required at the discretion of the General Manager, PFR, the equivalent funds shall be provided by the Owner and allocated to other Parks and Recreation improvement components within the site, all to the satisfaction of the General Manager, PFR.
92. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner shall:
- a. submit a cost estimate and any necessary plans for the Base Park Improvements for Block 3A to the satisfaction of the General Manager, PFR.
 - b. post an irrevocable letter of credit, including provisions for upward indexing, in a form and from an institution and in the amount of 120 percent of the value of the Base Park Improvements for Block 3A, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with Base Park Improvements.
93. The construction of the Base Park Improvements to park Block 3A shall be completed prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR, when determining a revised completion date for construction of Base Park Improvements.
94. Should the Owner undertake Base Park Improvements on Block 3A following conveyance of the park block to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree

removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of, or work carried out by the Owner on Block 3A.

95. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3A.

Warranty

96. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements of Block 3A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
97. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 96 above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
98. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
99. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Above Base Improvement

100. Should the Owner agree to design and construct the Above Base Park Improvements on all or a portion of Block 3A for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development of

certain Blocks as agreed to by the Owner and the City, the following conditions apply:

- a. The Owner agrees to design and construct the Above Base Park Improvements for a development charge credit against the Parks and Recreation component of the Development Charges payable for the development of such Blocks described above, to the satisfaction of the General Manager, PFR. The development charge credit shall be in an amount that is the lesser of:
 - i. the cost to the Owner of designing and constructing the Above Base Park Improvements, as approved by the General Manager, PFR, and
 - ii. the Parks and Recreation component of development charges payable for the development of the blocks described in this condition 100 in accordance with the City's Development Charges By-law, as may be amended.
- b. The Owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of the Parks and Recreation component of the Development Charges payable for the development of such Blocks described above. For Block 3A, the design, cost estimate and ultimately the letter of credit will be required prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier.
- c. The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PFR. Areas to be addressed in the design of Block 3A are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of Block 3A shall be at the discretion of the General Manager, PFR.
- d. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, the Owner is required to submit working drawings, specification and landscape plans for Block 3A showing the scope and detail of the work for the Above Base Park improvements for review and approval by the General Manager, PFR.
- e. The construction of Above Base Park Improvements to Block 3A shall be completed prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of phase 3), whichever is earlier, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the Above Base Park Improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the completion of the Above Base Park Improvements.

- f. Should the Owner undertake Above Base Park Improvements on all or part of Block 3A following conveyance of Block 3A to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the applicant on Block 3A.
- g. The stockpiling of any soils or materials or use as an interim construction staging area on Block 3A after conveyance to the City is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on Block 3A.

Warranty

- h. The Owner, upon satisfactory completion of the construction and installation of the Above Base Park Improvements of Block 3A as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PFR be less than the Parks and Recreation component of the Development Charge for the development of the Blocks identified in this condition 100, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement letter of credit. Upon the City's acceptance of the certificate, the letter(s) of credit will be released less 20 percent which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
- i. Upon the expiry of the Parkland Warranty Period, the outstanding 20 percent of the letter of credit in condition 100.h above shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- j. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site

instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.

- k. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Enhanced and Enlarged Community Centre

101. Prior to registration of any plan of subdivision for (Blocks 3A, 3B, ~~5A~~, 6B, 6C, 10, 11 and/or 13) or phase 3, (Blocks 4, 5 and/or 7) whichever is earlier, or a portion thereof, or such later date as may be satisfactory to the General Manager, PFR, the Owner may elect to enter into an agreement (the “Community Centre Agreement”) with the City to construct the Enhanced and Enlarged Community Centre within Block 3A and/or Block 3B of the Site, which shall include at a minimum a twin-pad arena and 600 square metres of community space currently planned for the Site, and shall also include additional recreational facilities and community services, which may include multipurpose rooms, gymnasias, and aquatic facilities, to the satisfaction of the General Manager, PFR (the “Enhanced and Enlarged Community Centre”).
102. Prior to issuance of the first Above-Grade Building Permit for any portion of development within Blocks 6B, 6C, 10, 11, 13 (being a portion of the Phase 2 Lands) and Blocks 4, 5 and 7 (being a portion of the Phase 3 Lands), with respect to whichever Block proceeds to be developed first, the Owner shall either:
 - a. if the Owner has entered into the Community Centre Agreement, provide the City with a Letter of Credit in the amount of Twelve Million Dollars (\$12,000,000.00), subject to Upwards Indexing, to secure the construction of the Enhanced and Enlarged Community Centre, which security shall be released in accordance with the terms of such agreement; or
 - b. if the Owner has not entered into the Community Centre Agreement, make a cash contribution to in the City in the amount of Twelve Million Dollars (\$12,000,000.00), subject to Upwards Indexing, to be used for the construction by the City of the Enhanced and Enlarged Community Centre.
103. Should the Owner agree to construct the Enhanced and Enlarged Community Centre on all or a portion of Block 3B and/or 3A for a development charge credit against the Parks and Recreation component of the Development charges for the development of certain Blocks as agreed to by the Owner and the City, the following conditions apply:
 - a. The Owner shall also complete any Above-Base Park Improvements on all or a portion of Blocks 3A and/or 3B on which it does not construct the Enhanced and Enlarged Community Centre as set out in conditions 83 and 100 above to the satisfaction of the General Manager, PFR, except that the provisions governing development charge credits and letters of credit in conditions 83 and 100 above

shall be superseded by the provisions of this condition 103, where there is a conflict.

- b. The Owner shall enter into the Community Centre Agreement on terms and conditions satisfactory to the General Manager, PFR, including, but not limited to the conditions in this condition 103, subject to any changes acceptable to the General Manager, PFR, in consultation with the City Solicitor and in a form satisfactory to the City Solicitor.
- c. The Owner shall construct and warrant the Enhanced and Enlarged Community Centre in accordance with Tier 2 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of item PG32.3 of the Planning and Growth Committee, and as updated by Toronto City Council at its meeting held on December 5, 6 and 7, 2017 through the adoption of item PG23.9 of the Planning and Growth Committee, and as may be further amended by City Council from time to time for the the two (2) year warranty period following the date that the Enhanced and Enlarged Community Centre is made operational to the satisfaction of the General Manager, PFR during which the Owner guarantees the Enhanced and Enlarged Community Centre, as set out in this Agreement, if the Owner elects to enter into the Community Centre Agreement (the "Enhanced and Enlarged Community Centre Warranty Period").
- d. The Owner agrees to design, participate in public consultation, construct, finish, fully furnish, and make operational the Enhanced and Enlarged Community Centre to the satisfaction of the General Manager, PFR, including that:
 - i. As a condition of entering into the Community Centre Agreement, the Owner shall provide a Class "D" Cost Estimate for the design and construction of the Enhanced and Enlarged Community Centre to the General Manager, PFR. The Class "D" Cost Estimate shall be submitted prior to execution of the Community Centre Agreement and shall be to the satisfaction of the General Manager, PFR.
 - ii. The Owner agrees to engage an architect with experience in the design and construction of recreation infrastructure, to the satisfaction of the General Manager, PFR.
 - iii. The Owner shall be required to submit a design and cost estimate to be approved by the General Manager, PFR.
 - iv. The final design and cost estimate, as approved by the General Manager, PFR, will be required prior to the issuance of first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier, or at such time as may be agreed to by the Parties in the Community Centre Agreement.
- e. Upon completion of the Community Centre, to the satisfaction of the General

Manager, Parks, Forestry & Recreation, the City will issue a payment to the Owner for the amount of a development charge credit, as applicable in accordance with this condition 101, which shall be the lesser of:

- i. the cost to the Owner of designing and constructing the Enhanced and Enlarged Community Centre, as approved by the General Manager, PFR less the Owner's contributions of five hundred thousand dollars (\$500,000 as indexed) and twelve million dollars (\$12,000,000, as indexed), and
- ii. the Parks and Recreation component of Development Charges payable for the development for the development of the agreed-upon Blocks in this condition 103 above, in accordance with the City's Development Charge By-law, as may be amended,

where 20 percent of the Development Charges credit will be the security for the Enhanced and Enlarged Community Centre Warranty Period to be released in accordance with condition 103.v, below, all in accordance with the Community Centre Agreement.

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

- f. Areas to be addressed in the design of the Enhanced and Enlarged Community Centre shall be determined through the Site Plan Approval Process for Blocks 3A and/or 3B, to the satisfaction of the General Manager, PFR, subject to City standards, including, but not limited to compliance with the *Accessibility for Ontarians with Disabilities Act*, the Toronto Accessibility Design Guidelines, 2004 (as applicable), and public consultation. Final design and programming of the Enhanced and Enlarged Community Centre shall be at the discretion of the General Manager, PFR.
- g. The public consultation process for the design of the Enhanced and Enlarged Community Centre shall be led by the General Manager, PFR. The Owner and its consultants shall prepare and provide presentation materials for the public consultation process at their cost and shall participate in all meetings with staff, stakeholders and other agencies as required for approval of the design of the Enhanced and Enlarged Community Centre.
- h. All drawings, plans, specifications and design documents shall be to the satisfaction of the General Manager, PFR. The General Manager, PFR shall have final authority to approve the design, including, but not limited to, schematic design, technical design, and construction drawings.
- i. Prior to the issuance of the first above grade building permit (including any conditional permit) on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier, for the development of the site, or in accordance with the Community Centre Agreement, the Owner is required to submit working drawings, specification and

landscape plans for Block 3A and/or 3B, showing the scope and detail of the work for the Enhanced and Enlarged Community Centre for review and approval by the General Manager, PFR

- j. The requirements for the construction of the Enhanced and Enlarged Community Centre shall be addressed in the Community Centre Agreement and such Agreement shall provide for the completion of the Community Centre in a timeframe and manner to the satisfaction of the General Manager, PFR.
- k. The Owner acknowledges and agrees that:
 - i. the Enhanced and Enlarged Community Centre shall be constructed and finished to City standards as approved by the General Manager, PFR, which are current as of the date of entering into the Community Centre Agreement;
 - ii. the Community Centre Agreement shall include terms for the General Manager, PFR to approve consultants for the design and construction of the Enhanced and Enlarged Community Centre as well as contractors, including the general contractor and subcontractors, hired to construct the Enhanced and Enlarged Community Centre; and
 - iii. all work in respect of the Enhanced and Enlarged Community Centre must be in accordance with the City's Fair Wage and Labour Trade Contractual Obligations Policy (see Chapter 67 of the City of Toronto Municipal Code) or its successor, and each contractor, including subcontractors, must be in compliance with the City's Fair Wage and Labour Trade Contractual Obligations Policy (see Chapter 67 of the City of Toronto Municipal Code) or its successor.
- l. The Owner acknowledges and agrees that all components will be designed, constructed, delivered and installed in accordance with all relevant governing legislation, regulations, guidelines and standards applicable to the intended use for public buildings including the Occupational Health and Safety Act, and that the most current codes, standards and practices for good construction at the time of construction shall prevail.
- m. The Community Centre Agreement will contain terms by which the General Manager, PFR, will be entitled to approve of contracts for construction of the Enhanced and Enlarged Community Centre. Once such contracts are approved by the General Manager, PFR, and entered into between the Owner and the applicable contractor, then the Community Centre Agreement will further require the prior written consent of the General Manager, PFR, to change orders to be made with regard to such contract, such consent to be given in a prompt and timely manner. If the Owner fails to obtain prior approval of the General Manager, PFR, for such changes, then the City can require such changes to be removed and/or paid for at the sole expense of the Owner.
- n. The Community Centre Agreement will require the Owner to notify the General

Manager, PFR, of the timing and location of all scheduled construction meetings and any critical or emergency meetings with contractors (with minimum two (2) business days' notice so the City representative can attend) with respect to construction of the Enhanced and Enlarged Community Centre.

- o. The Community Centre Agreement shall contain terms by which the General Manager, PFR will be allowed:
 - i. to have access to and to participate in all construction meetings relating to the Enhanced and Enlarged Community Centre; and
 - ii. to have reasonable access to the construction site, accompanied by representatives of the Owner and its contractors and subject to all site safety requirements being met, to inspect the site and the progress and quality of work of the Enhanced and Enlarged Community Centre.
- p. All materials, products, finishes, devices, signs, appliances and systems shall be designed and specified with regard to the demands of an intensively used public building operated and maintained by the City, as determined by the General Manager, PFR.
- q. The Owner acknowledges and agrees that:
 - i. all materials and products shall be new materials only purchased specifically for the Enhanced and Enlarged Community Centre;
 - ii. comply with and be certified by the CSA or Underwriter's Laboratory, etc., as applicable;
 - iii. be in accordance with most current acceptable practices and standards for good construction;
 - iv. be free from defects due to manufacturing, delivery or installation;
 - v. be approved for the use as specified; and
 - vi. that the City, shall have the final authority to approve the products and materials used for construction of the Enhanced and Enlarged Community Centre. The process for the City to approve products and materials shall be set out in the Community Centre Agreement.
- r. Should the Owner undertake construction of the Enhanced and Enlarged Community Centre on blocks 3A and/or 3B following conveyance of Blocks 3A and/or 3B to the City, the Owner must obtain a Park Occupation Permit (POP) from PFR's Planning, Design and Development section. The POP will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PFR. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on the park.

- s. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed Blocks 3A and/or 3B is prohibited unless a Construction Staging Agreement has been entered into with the City. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, PFR. The Construction Staging Agreement must be secured prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of phase 2) or on Blocks 4, 5 and/or 7 (being a portion of phase 3), whichever is earlier. The Owner will indemnify the City against any claim arising from any interim use of or work carried out by the Owner on the Blocks 3A and/or 3B.
- t. Sign-off at 100 percent completion of the Enhanced and Enlarged Community Centre shall be required to the satisfaction of the General Manager, PFR.

Warranty

- u. The Owner, upon satisfactory completion of the construction and installation of the Enhanced and Enlarged Community Centre on all or a portion of Block 3A and/or Block 3B as determined, shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20 percent which will be retained for the Enhanced and Enlarged Community Centre Warranty Period.
- v. Upon the expiry of the Enhanced and Enlarged Community Centre Warranty Period, the remaining 20 percent shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PFR.
- w. As-built drawings in print/hardcopy and electronic format, as well as a geo-referenced AutoCAD file, shall be submitted to General Manager, PFR. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a geo-referenced AutoCAD file, in addition to two (2) sets full size bond hard copy to the General Manager, PFR. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PFR.

Conditions Applicable to All Park Blocks

104. All parkland conveyance Blocks are to be free and clear, above and below grade, of all

physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR and in consultation with the City Solicitor with respect to the easements, encumbrances and encroachments.

105. The Owner is to pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the new parkland.
106. Prior to the issuance of any above grade building permit (including any conditional permit) on Blocks 1, 8, 9, and/or 12 (being a portion of phase 1), the Owner is required to pay five hundred thousand dollars (\$500,000), indexed from the date of execution of the Section 37 Agreement to the date of payment (the "Cash-in-Lieu Payment").
107. In the event the Owner does not construct the Enhanced and Enlarged Community Centre pursuant to the terms of condition 103, the General Manager, PFR may, in his or her sole discretion, reallocate the Cash-in-Lieu Payment in condition 106 to the cost of Above Base Park Improvements on the Site. For greater clarity, the Development Charges credits in conditions 66.a.i, 83.a.i, and 100.a.i, above shall be reduced by the amount of such reallocation. In no case shall the City reduce the Development Charges credits for Above Base Park Improvements by more than the amount of the Cash-in-Lieu Payment (as indexed).
108. The Parties acknowledge and agree that the Owner's obligation under the Planning Act for parkland dedication or cash-in-lieu of parkland payments with respect to the Development, without any increases to density as contemplated by condition 109, shall be fully satisfied by:
- a. The dedication of lands in accordance with conditions 52 through 111, and in particular conditions 52, 69, and 86; and
 - b. A cash-in-lieu payment as provided in condition 106 above,
- all in accordance with all legal requirements, including but not limited to requirements in accordance with the Planning Act, the Condominium Act, the Official Plan, and the Parkland Levy By-law.
109. The Parties further acknowledge that in accordance with the Proposed Zoning By-law Amendment, the maximum permitted Gross Floor Area and Residential Gross Floor Area is 455,640 square metres and 382,150 square metres, respectively, plus an additional 5,000 squares metres of Residential Gross Floor Area permitted for a nursing home use or any density permitted with respect to the Park Land. Should the Owner receive approval for a future minor variance or rezoning which increases the maximum permitted Residential Gross Floor Area and/or the maximum permitted Non-Residential Gross Floor Area beyond the amount permitted by the Proposed Zoning By-law Amendment, as set out herein, the Owner shall be responsible for an increase in the parkland dedication to the extent that the new additional approved density triggers a requirement for a greater parkland dedication than that required for the Development as set out in condition 108 above, by way of a cash-in-lieu payment and/or land in accordance with all legal

requirements at the time the parkland dedication is required, including but not limited to, requirements in accordance with the parkland dedication rates in the Planning Act, the Condominium Act, the Official Plan and the Parkland Levy By-law.

110. Following the stockpiling of any soils or materials or use as an interim construction staging area on conveyed parkland, the Owner will be required to provide an environmental assessment report, prepared by a qualified engineer, at the end of the permitted occupation to verify that the parkland continues to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes. The Owner will be required to provide an RSC after the staging period. The construction of the park shall commence after the occupation to the satisfaction of the General Manager, PFR. The Owner will be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum.
111. Prior to the transfer of fee simple of the Park Block to the City, the Park Block shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the *Ontario Building Code Act, 1992*. PFR staff advises that the applicant must design the building to achieve Ontario Building Code (OBC) setbacks related to fire separation on their own site on the portions of the building that abut the park. A 5 metre setback will apply to any building located next to the Park or, the required setback to meet the Ontario Building Code for fire separation, whichever is greater. Prior to the issuance of any above grade building permit (including any conditional permit) for any building or structure adjacent to the Park Block, the applicant will be required to demonstrate adequately that the OBC requirements have been achieved to the satisfaction of the General Manager, PFR.

Engineering and Construction Services

112. Dedicate all roads, corner roundings and road widenings shown on the plan(s).
113. Convey all necessary easements (internal and external) to the City.
114. Prepare all documents to convey lands in fee simple and easement interests to the City for nominal consideration, such lands to be free and clear of all physical and title encumbrances, unless otherwise satisfactory to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services in consultation with the City Solicitor.
115. Submit draft Reference Plan(s) of Survey to the Chief Engineer and Executive Director of Engineering and Construction Services, for review and approval, prior to depositing it in the Land Registry Office. The plan should:
 - a. be in metric units and integrated to the 1983 North American Datum (Canadian Spatial Reference System and the 3 degree Modified Transverse Mercator Projection);
 - b. delineate by separate PARTS the lands to be conveyed to the City, the remainder of the site and any appurtenant rights-of-way and easements; and
 - c. show the co-ordinate values of the main corners of the subject lands in a schedule

on the face of the plan.

116. Pay all costs for preparation and registration of reference plan(s).
117. The Owner agrees and acknowledges that at detailed engineering design they shall provide alternative stormwater strategies for retention, quantity and quality control through the use of Green Infrastructure and Low Impact Development (LID) within the municipal rights-of-way. Alternatively, if appropriate strategies cannot be applied, then the Owner shall provide an end of pipe storage tank in a location to the satisfaction of the Chief Engineer and Executive Director, ECS. Detailed design and maintenance details for any green infrastructure, LID or storage tank proposed must also be provided to the satisfaction of the Chief Engineer and Executive Director, ECS.
118. Provide a detailed Stormwater Management Report and apply stormwater management techniques for retention, quantity and quality control through the use of Green Infrastructure and Low Impact Development within the municipal rights-of-way in the development of this subdivision to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services.
119. Provide certification on a phased basis to the Chief Engineer and Executive Director of Engineering and Construction Services by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.
120. Undertake an environmental site assessment for lands to be conveyed to the City on a phased basis in accordance with the terms and conditions of the standard subdivision agreement including providing payment for a peer reviewer and the submission of a Record of Site Condition (RSC).
121. Pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
122. Submit financial security in accordance with the terms of standard subdivision agreement.
123. Pay for and construct all municipal infrastructure required to service the Plan(s) of Subdivision, including municipal infrastructure external to the plan(s) of subdivision at the time of registration of each Plan of Subdivision.
124. Pay all costs related to the installation of pavement markings and signage and modifications to existing pavement markings and signage at the time of registration of each Plan of Subdivision. Submit payments in the form of certified cheque(s) (amount to be determined later) for the proposed pavement marking and signage modifications and additions along Eglinton Avenue East, Wynford Drive extension and the proposed new public streets to the City of Toronto.
125. Prior to registration of the first Plan of Subdivision, submit to the Chief Engineer and Executive Director, Engineering & Construction Services for review and acceptance, a detailed infrastructure phasing plan outlining the necessary infrastructure required to service all phases of the lands, with revisions and/or updates to the infrastructure phasing

plan to be provided prior to the registration of subsequent Plan(s) of Subdivision.

126. Prior to registration of the Plan(s) of Subdivision, submit to the Chief Engineer and Executive Director, Engineering & Construction Services for review and acceptance, all revisions and/or updates to the Functional Servicing Report. It is acknowledged that the Functional Servicing Report, dated September 12, 2018 is acceptable to the City.
127. Update the accepted Functional Servicing Report, including the stormwater management strategy, if directed by the Chief Engineer and Executive Director, Engineering & Construction Services in the event that the Chief Engineer and Executive Director, Engineering & Construction Services determines that field conditions are not suitable for implementation of the servicing and stormwater strategy recommended in the Functional Servicing Report prior to proceeding to the next development phase.
128. Prior to the earlier of the registration of the subject Plan(s) of Subdivision or the Release for Construction of Services, submit to the Chief Engineer and Executive Director, Engineering & Construction Services for review and acceptance, an updated plan or plans, showing the following all to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Engineering & Construction Services:
 - a. cross-sections of all roads within the Plan of Subdivision incorporating the approved pavement widths and other infrastructure elements, and including the proposed connections with, and any improvements to, the existing streets within and surrounding site;
 - b. the proposed pavement markings and signage for all new roads;
 - c. modifications required to the pavement markings and signs on the existing Roads; and
 - d. minimum pedestrian clearway of 2.1 metres on all Roads and at intersection of all roads.
129. Prior to earlier of the registration of the subject Plan(s) of Subdivision or the Release for Construction of Services submit to the Chief Engineer and Executive Director, Engineering & Construction Services:
 - a. Regarding Toronto Hydro-Electric System Limited (distribution group):
 - i. copy of “offer to connect” (OTC),
 - ii. written confirmation that financial securities have been posted, and
 - iii. written confirmation that satisfactory arrangements have been made.
 - b. Regarding Toronto Hydro Energy (streetlight group):

- i. cost estimate of the construction/installation of streetlights, and the hydro inspection fee,
 - ii. financial security in amount of 130 percent of the streetlight cost estimate and inspection fee; and
 - iii. copy of written confirmation from Toronto Hydro Energy that satisfactory arrangements have been made.
130. Submit a pavement marking and signage plan to the satisfaction of Chief Engineer and Executive Director, Engineering and Construction Services.
131. Submit a traffic signal control drawing for the proposed signalized intersections at Eglinton Avenue East/Street A, Wynford Drive/Street A, and the modified intersection at Don Mills Road/Wynford Drive, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
132. The proposed signalized intersections at Street A/Eglinton Avenue East and Wynford Drive/Street A must be approved by Toronto City Council.
133. The Owner agrees to design and construct all roads on a phased basis, including the Wynford Drive extension, and any changes to the Eglinton Avenue East/Don Mills Road interchanges, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
134. Design and construct any building or structure beneath the lands to be conveyed to the City for Street C, to the Canadian Highway Bridge Design Code CAN/CSA-S6-06, for highway loading purposes, as amended, superseded or replaced from time to time, including allowance for impact factors and with such additional strength as the structural engineer considers appropriate to support the public highway on Street C and any structural loading imparted on it, including its construction and maintenance during the life expectancy of the public highway and any subsurface buildings or structures, all to the satisfaction of the General Manager, Transportation Services.
135. Prior to registration of a plan of subdivision, submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined later) for the proposed traffic signals at Street A/Eglinton Avenue East, Wynford Drive/Street A, and the modification to the Don Mills Road/Wynford Drive traffic signal, as required to the City of Toronto.
136. Prior to any permit for Block 1, except for excavation and shoring, the Owner shall, at its own expense, design and submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined later) for a direct underground connection from the office building on Block 1, underneath Don Mills Road and/or Eglinton Avenue East to the Metrolinx Eglinton Crosstown LRT Project being led by Metrolinx and being designed, built and financed and maintained and operated by Crosslinx Transit Solutions, for pedestrian access, with a minimum width of five metres or such minimum width as may be required by Metrolinx, to the satisfaction of the Chief Planner and General Manager, Transportation (the "Underground Connection").

137. Prior to issuance of the first above-grade permit on Blocks 6B, 6C, 10, 11, and 13 and Blocks 4, 5, and 7, whichever is earlier, submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined later) for the proposed rail pass connection (Active Rail Crossing) to the west, as required to the City of Toronto in accordance with the terms set out in the Section 37 Agreement, which the release for such security also provided in the Section 37 Agreement.
138. Prepare an updated traffic impact assessment for each major phase of the development, to the satisfaction of Transportation Services and Planning, as the total site is built-out.
139. Prior to the registration of the plan of subdivision containing Street A/Eglinton Avenue East and Wynford Drive/Street A, submit a payment of \$60,000 for a 5-year maintenance fee for the proposed new traffic signals at Street A/Eglinton Avenue East and Wynford Drive/Street A.
140. Submit financial guarantee(s) in the form of an irrevocable letter of credit (amount to be determined later), for the implementation of the required TDM plan on-site, to the satisfaction of the General Manager of Transportation Services and the Chief Planner and Executive Director, City Planning. These measures include:
- a. The owner of each Mid-Rise and Tall Building (5 or greater storeys as shown in the zoning by-law) shall install and provide at least one television monitor or other visual display to show real-time transportation information in each such Mid-Rise and Tall Building on the Site, to be secured through the Site Plan Approval process to the satisfaction of the Chief Planner;
 - b. The owner of each subject Block or building, shall design, provide a Letter of Credit for, construct and maintain at least one bicycle repair stand for each Mid-Rise and Tall Building, the details and timing for delivery of which shall be determined as part of Site Plan Approval for each Block, or portion thereof, to the satisfaction of the Chief Planner;
 - c. Creation of mobility hub facilities in the vicinity of the LRT station access which will include public accessible car share spaces, rough in conduit for EV charging plug-ins, bike parking (provided in accordance with zoning by-law and Section 37 requirements), and other, comparable mobility facilities;

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

141. The Owner shall grant a permanent easement in favour of the new owner of Block 1, should Block 1 ever be held in different ownership; the Owner is required to obtain approval from the City of Toronto Committee of Adjustment for the private permanent sanitary sewer easement.
142. The Owner is responsible for the design, construction and removal of the sanitary service connections of Block 1 located within the permanent easement at their own expense.
143. Prior to the earlier of the registration of the subject Plan (s) of Subdivision for either

Phase 1B (Blocks 5A, 6A, 12, 14B) or Phase 2 (Blocks 6B, 6C) or the construction of any of those blocks where the pipes are located within Phase 1B or Phase 2, the Owner is required to remove the registered private sanitary sewer easement and to disconnect any sanitary sewer connection pipes within the Phase 1B lands or Phase 2 as the case may be, which service Block 1.

144. Prior to the earlier of the registration of the subject Plan (s) of Subdivision for Phase 3 (Blocks 4 and 7) or the construction of any of those blocks within Phase 3 (Blocks 4 and 7) where the pipes are located, the Owner is required to remove the registered private sanitary sewer easement and to disconnect any sanitary sewer connection pipes of Block 1.

Metrolinx

145. The Owner shall agree in the subdivision agreement to prepare and submit an overall utility coordination plan showing the location (shared or otherwise) and installation, timing and phasing of all required utilities (on-grade, below-grade or above-grade, including on-site draining facilities). Such location plans shall be to the satisfaction of the City where in or adjacent to the Eglinton Avenue East or Don Mills Road municipal rights-of-way, having considered the requirements of ECLRT infrastructure as well as relocated third party utility infrastructure.
146. Prior to the registration of the plan(s) of subdivision, submit to Metrolinx all revisions and/or updates to the Functional Services Plans/Reports, as well as native CAD files that are geo referenced to Metrolinx standards, where changes have occurred to blocks adjacent to Eglinton Avenue East or Don Mills Road.
147. The intersection of Street A and Eglinton Avenue East shall be designed and constructed to the satisfaction of the City and Metrolinx, including any interim or permanent intersection works including turning lanes, profile adjustments, illumination and/or signalization as deemed necessary by the City or Metrolinx.
148. The Owner shall agree in the subdivision agreement that road and pedestrian access shall be designed in a manner that does not presume extensions of these features to traverse the ECLRT at-grade guide way to/from the subdivision. Road access crossing over ECLRT infrastructure shall only be permitted from Street A and in accordance with satisfying these conditions of draft plan approval.
149. The Owner shall agree in the subdivision agreement that prior to the issuance of any demolition, shoring and excavation permits, or any other building permits for the construction of this development, or any phase or stage of this development, the Owner shall complete a Metrolinx Technical Review and enter into a Construction Agreement(s) with Crosslinx Transit Solutions (CTS). The Construction Agreement(s) will ensure works are phased in a coordinated manner with that of the ECLRT construction.
150. The Owner shall agree in the subdivision agreement that no building permits are to be issued on Blocks 1 or 7 that would obstruct or otherwise interfere with the easement described as Parts 1 and 2 on Plan AT4302595.

151. The Owner shall acknowledge and agree in the subdivision agreement that:
- a. The construction, operation and maintenance of the nearby Eglinton Crosstown Light Rail Transit (ECLRT) system may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter transmissions (collectively referred to as “Interferences”) to the lands municipally known as 844 Don Mills Road and 1150 Eglinton Avenue East, hereinafter referred to as Development;
 - b. Metrolinx and its contractor(s) will not be responsible or liable in any way for such Interferences on any of the Development and/or its occupants;
 - c. It has been advised by Metrolinx to apply reasonable attenuation/mitigation measures with respect to the level of the Interferences on and in the Development; and
 - d. Metrolinx Interferences Warning clause, as provided below, shall be inserted into all rental agreement(s), and/or offers of purchase and sale or lease and condominium declaration(s) for each block/lot/unit:
 - i. The Purchaser and/or Lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 844 Don Mills Road and 1150 Eglinton Avenue East (the “Development”) to Metrolinx transit facilities and operations may result in interferences in the nature of but not limited to, noise, vibration, electromagnetic interference, stray current, smoke and particulate matter (collectively referred to as “Interferences”) to the Development and despite the inclusion of control features within the Development, if any, Interferences from transit facilities and operations may be present and be of concern to Purchasers and Lessees, interfering with activities of the occupants in the Development. Notwithstanding the above, the Purchaser and/or Lessee agrees to and releases and saves harmless the City of Toronto, Metrolinx and those persons constructing and operating the transit infrastructure from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore the Purchaser and/or Lessee acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease, agreement of purchase and sale, or other transfer or conveyance and that this requirement shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns and shall not merge with the closing of the transaction.
 - e. The Developer shall provide its solicitor’s confirmation to Metrolinx advising that the Interferences Warning clause requested above has been included in all applicable Offer(s) of Purchase and Sale and/or Rental Agreement(s) or other transfers and conveyances to ensure that future occupants are aware of the possible Interferences.

152. The Owner shall agree in the subdivision agreement that, prior to the issuance of building permits for sales trailers for the purposes of marketing commercial or residential units on the site, the Owner shall submit and obtain the written approval from Metrolinx for any display plans and other information to be used for sales and/or marketing purposes that illustrate ECLRT station infrastructure.
153. Prior to any site works or site disturbances, the Owner shall enter into one or more Construction Agreements with Crosslinx Transit Solutions as may be required, to ensure that site works do not negatively impact the timing, method of construction and scheduled delivery of the adjacent Metrolinx Eglinton Crosstown Light Rail Transit infrastructure..

Toronto District School Board

154. The Owner agrees to enter into an agreement to erect and maintain signs, at points of egress and ingress of the development site, advising that:

“The Toronto District School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available.

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

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

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

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

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

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

156. The Owner shall convey to the City any necessary public easements securing access to the publicly accessible private open spaces (POPS) and surface easement(s), to the satisfaction of the City Solicitor, and Chief Planner and Executive Director, City Planning including:

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

Heritage Preservation Services

157. The Owner agrees to the following heritage preservation matters for the property at 844 Don Mills Road:
 - a. Prior to the issuance of a demolition permit for 844 Don Mills Road, submit a dismantling and reconstruction plan, lighting plan and interpretation plan, for the heritage elements (entrance portals), to the satisfaction of the Senior Manager, Heritage Preservation Services;
 - b. Carefully document, dismantle and store the reconstructed heritage elements (entrance portals) until such time that they can be re-introduced in tandem with phasing and construction related to development of Blocks 4 and 5A, all to the satisfaction of the Senior Manager, Heritage Preservation Services; and
 - c. To design and construct a base building for each of the mixed-use towers on Blocks 4 and 5A that incorporates the entrance portals, including the use of appropriate exterior finishes, the details of which to be secured during site plan approval, all to the satisfaction of the Senior Manager, Heritage Preservation Services.
158. Prior to the earlier of final site plan approval or the issuance of any building permit on Block 12, including for clarity any conditional permit or any demolition permit but excluding any building permit otherwise acceptable to the Senior Manager, Heritage Preservation Services, the Owner shall:
 - a. Provide a detailed Conservation Plan, prepared by a qualified heritage consultant, for the existing building at 1150 Eglinton Avenue East, substantially in accordance with the Heritage Impact Assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services;

- b. Enter into a Heritage Easement Agreement with the City for the property at 1150 Eglinton Avenue East substantially in accordance with the Heritage Impact Assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services subject to and in accordance with the approved Conservation Plan required in condition 158.a, above, all to the satisfaction of the Senior Manager, Heritage Preservation Services, and shall register such agreement to the satisfaction of the City Solicitor; and
- c. Provide a Letter of Credit, including provisions for upward indexing, in a form and amount and from a bank satisfactory to the Senior Manager, Heritage Preservation Services to secure all work included in the approved Conservation Plan.

Archaeological

- 159. In the event that deeply buried archaeological remains are encountered on the property during construction activities, the Heritage Operations Unit of the Ministry of Tourism, Culture and Sport, be notified immediately at (416) 314-7146 as well as the City of Toronto, Heritage Preservation Services Unit (416) 338-1096.
- 160. In the event that human remains are encountered during construction, the proponent should immediately contact both the Ministry of Tourism, Culture and Sport, and the Registrar of Burial Sites, War Graves, Abandoned Cemeteries and Cemetery Closures, of the Ministry of Government and Consumer Services, (416) 212-7499.
- 161. If any expansions to the boundaries of the subject property are proposed, further archaeological assessment work may be required.

Section 118 Restriction for Block 5A

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

Canadian Pacific Rail (Conditions 163 to 174 below apply with respect to Block 11)

- 163. Berm, or combination berm and noise attenuation fence, having extensions or returns at the ends, to be erected on adjoining property, parallel to the railway right-of-way with construction according to the following:
 - a. Minimum total height 5.5 metres above top-of-rail;
 - b. Berm minimum height 2.5 metres and side slopes not steeper than 2.5 to 1;
 - c. Fence, or wall, to be constructed without openings and of a durable material

weighing not less than 20 kg. per square metre (4 lb/sq.ft.) of surface area,

or as otherwise acceptable to Canadian Pacific Rail and the City.

164. No part of the berm/noise barrier is to be constructed on railway property.
165. A clause should be inserted in all offers of purchase and sale or lease, and be registered on title or included in the lease for each dwelling affected by any noise and vibration attenuation measures, advising that any berm, fencing, or vibration isolation features implemented are not to be tampered with or altered, and further that the Owner shall have the sole responsibility for and shall maintain these features.
166. Dwellings must be constructed such that the interior noise levels meet the criteria of the appropriate Ministry. A noise study should be carried out by a professional noise consultant to determine what impact, if any, railway noise would have on residents of proposed subdivisions and to recommend mitigation measures, if required. The Railway may consider other measures recommended by the study.
167. Setback of dwellings from the railway right-of-way to be a minimum of 30 metres. While no dwelling should be closer to the right-of-way than the specified setback, an unoccupied building, such as a garage, may be built closer. The 2.5 metre high earth berm adjacent to the right-of-way must be provided in all instances.
168. Ground vibration transmission to be estimated through site tests. If in excess of the acceptable levels, all dwellings within 75 metres of the nearest track should be protected. The measures employed may be:
- a. Support the building on rubber pads between the foundation and the occupied structure so that the maximum vertical natural frequency of the structure on the pads is 12 Hz;
 - b. Insulate the building from the vibration originating at the railway tracks by an intervening discontinuity or by installing adequate insulation outside the building, protected from the compaction that would reduce its effectiveness so that vibration in the building became unacceptable; or
 - c. Other suitable measures that will retain their effectiveness over time.
169. A clause should be inserted in all offers of purchase and sale or lease and in the title deed or lease of each dwelling within 300m of the railway right-of-way, warning prospective purchasers or tenants of the existence of the Railway's operating right-of-way; the possibility of alterations including the possibility that the Railway may expand its operations, which expansion may affect the living environment of the residents notwithstanding the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units, and that the Railway will not be responsible for complaints or claims arising from the use of its facilities and/or operations.
170. Any proposed alterations to the existing drainage pattern affecting railway property must receive prior concurrence from the Railway, and be substantiated by a drainage report to

be reviewed by the Railway.

171. A 1.83 metre high chain link security fence be constructed and maintained along the common property line of the Railway and the development by the developer at his expense, and the developer is made aware of the necessity of including a covenant running with the lands, in all deeds, obliging the purchasers of the land to maintain the fence in a satisfactory condition at their expense.
172. Any proposed utilities under or over railway property to serve the development must be approved prior to their installation and be covered by the Railway's standard agreement.
173. Alternative safety measures may be considered provided they provide an equivalent or higher level of safety as the preferred mitigation measures and that any submitted alternative measures will be peer reviewed to the satisfaction of the City and CP Rail at the Owner's expense.
174. Prior to the registration of any Plan(s) of Subdivision containing any building or structure within the 30 metre setback from the Canadian Pacific Rail Corridor, the Owner shall provide a development viability report bearing the stamp of a fully insured, qualified, professional structural engineer, in addition to the noise, air quality and vibration reports, showing how at least the same level of rail safety as a 30 metre setback and berm is to be achieved, to the Canadian Pacific Railway, to be subject to peer review by a rail safety expert retained by and reporting to the Canadian Pacific Railway.

Release of Security

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

Document comparison by Workshare Compare on Wednesday, June 08, 2022
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