

Attachment 7: Conditions of Site Plan Approval

Drawing No.	Drawing Title	Prepared By	Last Revision Date
G-001	Stats, TGS, Context	architectsAlliance & COBE ApS	October 7, 2021
G-100.5	Legend, General Notes, Schedules	architectsAlliance & COBE ApS	October 7, 2021
G-102	Site Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-100	Level P1 Floor Plan - Blocks 3/4	architectsAlliance & COBE ApS	October 7, 2021
AA-100A	Level P1 Mezzanine Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-101	Level 1/Ground Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-102	Level 2 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-103	Level 3 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-104	Level 4 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-105	Level 5 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-106	Level 6-9 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-107	Level 10 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-108	Level 11 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-109	Level 12 Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-110	Level 13 Floor Plan (Blocks 3/4), Level MPH (Block 7)	architectsAlliance & COBE ApS	October 7, 2021

Drawing No.	Drawing Title	Prepared By	Last Revision Date
AA-111	Level MPH Floor Plan	architectsAlliance & COBE ApS	October 7, 2021
AA-201	Blocks 3&4 - Building Elevation North	architectsAlliance & COBE ApS	October 7, 2021
AA-202	Blocks 3&4 - Building Elevation South	architectsAlliance & COBE ApS	October 7, 2021
AA-203	Blocks 3&4 - Building Elevation East	architectsAlliance & COBE ApS	October 7, 2021
AA-204	Blocks 3&4 - Building Elevation West	architectsAlliance & COBE ApS	October 7, 2021
AA-205	Blocks 3&4 - Courtyard Elevation South	architectsAlliance & COBE ApS	October 7, 2021
AA-206	Blocks 3&4 - Courtyard Elevation North	architectsAlliance & COBE ApS	October 7, 2021
AA-207	Blocks 3&4 - Courtyard East Elevation	architectsAlliance & COBE ApS	October 7, 2021
AA-208	Blocks 3&4 - Courtyard West Elevation	architectsAlliance & COBE ApS	October 7, 2021
AA-215	Enlarged Building Elevation_North	architectsAlliance & COBE ApS	October 7, 2021
AA-216	Enlarged Building Elevation_South	architectsAlliance & COBE ApS	October 7, 2021
AA-217	Enlarged Building Elevation_South2	architectsAlliance & COBE ApS	October 7, 2021
AA-218	Enlarged Building Elevation_East	architectsAlliance & COBE ApS	October 7, 2021
AB-201	Block 7 - Elevations	architectsAlliance & COBE ApS	October 7, 2021
AB-211	Block 7 - Enlarged Building Elevation_South	architectsAlliance & COBE ApS	October 7, 2021
AB-212	Block 7 - Enlarged Building Elevation_North	architectsAlliance & COBE ApS	October 7, 2021

Drawing No.	Drawing Title	Prepared By	Last Revision Date
AB-213	Block 7 - Enlarged Building Elevation_East	architectsAlliance & COBE ApS	October 7, 2021
AB-301	Block 7 - Sections	architectsAlliance & COBE ApS	October 7, 2021
L-101	Landscape Composite Utility Plan	PUBLIC WORK	October 5, 2021
L-201	Level 1 Layout & Materials Plan	PUBLIC WORK	October 5, 2021
L-202	Level 1 Planting Plan	PUBLIC WORK	October 5, 2021
L-203	Level 1 Grading Plan	PUBLIC WORK	October 5, 2021
L-204	Level 1 Paving Plan	PUBLIC WORK	October 5, 2021
L-211	Level 3 Layout & Materials Plan	PUBLIC WORK	October 5, 2021
L-212	Level 3 Planting Plan	PUBLIC WORK	October 5, 2021
L-221	Green Roof Amenity Plan	PUBLIC WORK	October 5, 2021
L-301	Site Sections	PUBLIC WORK	October 5, 2021
L-302	Street Sections	PUBLIC WORK	October 5, 2021
L-303	L3 Terrace Sections	PUBLIC WORK	October 5, 2021
L-311	Typical Hardscape & Streetscape Details	PUBLIC WORK	October 5, 2021
L-312	Typical Softscape & Courtyard Details	PUBLIC WORK	October 5, 2021
L-313	Courtyard Seating & Planting Elements	PUBLIC WORK	October 5, 2021
L-331	Green Roof Details	PUBLIC WORK	October 5, 2021

A. PRE-APPROVAL CONDITIONS

LEGAL SERVICES

1. Prior to final Site Plan Approval, the owner shall enter into the City's standard site plan agreement to and including registration of the site plan agreement on title to the subject lands by the City at the owner's and/or lessee's expense, and shall include both Infrastructure Ontario and WDL 3/4/7 LP as signatories. The site plan agreement may identify certain of the responsibilities and obligations respecting indemnities, insurance and securities as those of the lessee as between the land owner, as represented by Infrastructure Ontario, and the lessee of the lands, WDL 3/4/7 LP, to the satisfaction of the City Solicitor in consultation with the Director, Community Planning, Toronto and East York District. For the purpose of this Notice of Approval Conditions, reference to "owner" is intended to include the aforementioned land owner and lessee.

CITY PLANNING

2. Prior to final Site Plan Approval, the owner shall enter into a Development Agreement between the City, the land owner, and the lessee of the lands (the "Development Agreement") to secure the matters identified in Item TE19.5 adopted by Council on October 27, 2020.

3. Prior to final Site Plan Approval, the owner shall submit a financial guarantee in the form of an irrevocable Letter of Credit or certified cheque made payable to the Treasurer, City of Toronto, in the amount of \$2,877,000.00 to the satisfaction of the Director, Community Planning, Toronto and East York District. The security will guarantee the provision of landscape development works as detailed on the approved Landscape Plans (including the POPS Courtyard and POPS Walkway, but not including any part of the new Street A between Cherry Street and Trinity Street).

URBAN FORESTRY

4. Prior to final Site Plan Approval, the owner shall submit to the Supervisor, Urban Forestry – Tree Protection & Plan Review, Toronto & East York District a non-refundable Tree Appraisal Value in the amount of \$1,127.00, which represents the appraised value of City-owned Trees #1, 13 and 14 to be removed. The owner is advised that the cost of tree removal will be borne by the owner.

5. Prior to final Site Plan Approval, the owner shall submit to the Supervisor, Urban Forestry – Tree Protection & Plan Review, Toronto & East York District a Tree Planting Security Deposit in the amount of \$39,061.00 (\$583.00 per tree), equal to the cost of tree planting and maintenance for two (2) years, to ensure the initial planting of sixty-seven (67) new trees within the City-owned road allowance(s) and their survival in a healthy condition. The owner is advised that the deposit will be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are planted and kept in a healthy condition during the two (2)-year renewable guarantee period. The General Manager of Parks, Forestry & Recreation shall hold the Tree Planting Security Deposit for the duration of the guarantee period.

ENGINEERING AND CONSTRUCTION SERVICES

6. Prior to final Site Plan Approval, the owner shall prepare all documents and convey to the City, at no cost and for nominal consideration, the following:

- a) according to Schedule A of the Central Waterfront Secondary Plan, a widening being a minimum of 2.0 m on the east limit and a minimum of 4.94 m on the west limit is required along the Front Street East frontage of this property to satisfy the requirement of a 30 m wide right-of-way;
- b) according to the Schedule A of the Central Waterfront Secondary Plan, a widening being a minimum of 1.25 m on the north limit and a minimum of 0.25 m on the south limit widening is required along the Cherry Street frontage of this property to satisfy the requirement a 35 m wide right-of-way;
- c) a 6.0 m private property corner rounding at the south-east corner of the intersection of Front Street East and Trinity Street;
- d) a 6.0 m private property corner rounding at the south-west corner of the intersection of Cherry Street and Front Street East;

such lands to be free and clear of all physical and title encumbrances, save and except for utility poles, and subject to a right-of-way for access purposes in favour of the Grantor until such time as the said lands have been laid out and dedicated as a public highway, all to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services and the City Solicitor.

7. Prior to final Site Plan Approval, the owner shall submit a draft Reference Plan of Survey with respect to Condition #6 above, to the Chief Engineer & Executive Director, Engineering & 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.

8. Prior to final Site Plan Approval, the owner shall pay all costs for registration and preparation of reference plan(s).

9. Prior to final Site Plan Approval, the owner shall retain a Qualified Person to conduct environmental site assessments for the lands to be conveyed to the City.

10. Prior to final Site Plan Approval, the owner shall pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (7%), and submit an initial deposit of \$8000.00 towards the cost of the Peer Review in the form of a certified cheque, to the Chief Engineer & Executive Director, Engineering & Construction Services. The owner shall 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).

11. Prior to final Site Plan Approval, the owner shall 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 Chief Engineer & Executive Director, Engineering & Construction Services.

12. Prior to final Site Plan Approval and at the completion of the site assessment/remediation process, the owner shall submit a Statement from the Qualified Person based on the submitted environmental documents, to the Chief Engineer & Executive Director, Engineering & Construction Services for Peer Review and concurrence, which states:

a) In the opinion of the Qualified Person:

(i) 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

(ii) To the extent that the opinion in 1.4 is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.

b) Lands to be conveyed to the City meets either:

(i) the applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9; subject to applicable exemptions as stated in O. Reg. 153/04) for the most environmentally sensitive adjacent land use; or

(ii) 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.

13. The Qualified Person's statement, referenced in Condition #12 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 Chief Engineer & Executive Director, Engineering & Construction Services.

14. For the conveyance of lands requiring a Record of Site Condition:

- a) File the Record of Site Condition on the Ontario Environmental Site Registry; and
- b) Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Chief Engineer & Executive Director, Engineering & Construction Services.

15. If the owner intends to risk assess Right-of-Way lands to be conveyed to the City and these lands have not been remediated to the generic environmental standards, then the following requirements / standards must to be implemented.

https://www.toronto.ca/wp-content/uploads/2019/09/90d9-ecs-specs-roadwd-T-985.100_Rev0_Sep2019.pdf
https://www.toronto.ca/wp-content/uploads/2019/09/9906-ecs-specs-roadwd-T-985.200_Rev0_Sep2019.pdf
https://www.toronto.ca/wp-content/uploads/2019/09/98d4-ecs-specs-roadwd-T-985.300_Rev0_Sep2019.pdf

16. Prior to final Site Plan Approval, the owner shall prepare all documents and convey the following "Pedestrian Clearway Easements" to the City at no cost and for nominal consideration:

- a) a 6.0 m private property corner rounding at the north-west corner of the intersection of Cherry Street and Mill Street; and
- b) a 6.0 m private property rounding at south-west corner of the intersection of Cherry Street and Street A.

to a minimum height of 3.0 m above finished grade, together with right of support, such lands to be free and clear of all physical and title encumbrances, save and except for utility poles, and subject to a right-of-way for access and construction purposes in favour of the Grantor until such time as the said lands have been laid out and dedicated for public pedestrian clearway purposes, all to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services and the City Solicitor.

17. Prior to final Site Plan Approval, the owner shall submit a draft Reference Plan of Survey with respect to Condition #16 above, to the Chief Engineer & Executive Director, Engineering & 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.

18. Prior to final Site Plan Approval, the owner shall pay all costs for registration and preparation of reference plan(s).

19. Prior to final Site Plan Approval, the owner shall make satisfactory arrangements with Engineering & Construction Services, including entering into a Development Agreement with provisions requiring the widening and extension of the existing public lane adjacent to the site to an 18.5 m right-of-way and for the extensions of services within, including but not limited to all boulevards work, sidewalks and curbs within the City's right-of-way. Such arrangements will include provision of financial security, submission of Engineering & inspection fees, and insurance as required. Provisions shall also include requirement to convey to the City at no cost and for nominal consideration, a 12.541 metre wide strip of land (Part 7 in the Draft Reference Plan with file name "14-201RP01 - Oct 27'21"), such lands to be free and clear of all physical and title encumbrances, and subject to a right-of-way for access purposes in favour of the Grantor until such time as the said lands have been laid out and dedicated for public highway purposes, all to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services and the City Solicitor.

20 . Prior to final Site Plan Approval, the owner shall obtain all Ministry of the Environment, Conservation and Parks (MECP) approvals for all applicable proposed servicing.

21. Prior to final Site Plan Approval, the owner shall submit an application to Toronto Water (Environmental Monitoring & Protection) for any temporary construction (short term) dewatering system that is required for the building, and enter into an agreement and/or permit to discharge groundwater as required by the General Manager, Toronto Water.

22. Prior to final Site Plan Approval, a Construction Management Plan and a Phasing Plan must be submitted for review and approval by the Work Zone Coordination Section, Transportation Services (Contact person is Nathan Sham 416-338-5397). The Phasing Plan must describe the sequence of development and construction of supporting infrastructure, including the minimum infrastructure requirements for each development phase to maintain adequate connectivity and servicing for individual properties having access to the existing public lane, and consideration of interim and final conditions.

B. POST APPROVAL CONDITIONS

1. The proposed development shall be carried out and maintained in accordance with the plans and drawings referred to herein, to the satisfaction of the City of Toronto.

CITY PLANNING

2. The owner shall construct and maintain the development using building materials and finishes consistent with those shown on the following drawings, to the satisfaction of the Director, Community Planning, Toronto and East York District:

Drawing No.	Drawing Title	Prepared By	Last Revision Date
G-100.3	Block 7 Materials and Facade Interpretation	architectsAlliance & COBE ApS	October 7, 2021
G-100.6	Block 3&4 Materials	architectsAlliance & COBE ApS	October 7, 2021
G-100.7	Block 7 Materials	architectsAlliance & COBE ApS	October 7, 2021
G-100.8	Block 347 Materials	architectsAlliance & COBE ApS	October 7, 2021

3. The owner shall construct and maintain the privately-owned publicly accessible space (POPS), including the POPS Courtyard and POPS Walkway as contemplated in the Development Agreement, in accordance with the approved plans and drawings, to the satisfaction of the Director, Community Planning, Toronto and East York District.

4. The owner shall install and maintain lighting on the site and the building, including within the POPS, in accordance with the accepted Site Plan – Lighting (E-101) and Site Plan – Photometrics (E-102), dated September 3, 2021, prepared by Mulvey & Banani Lighting, to the satisfaction of the Director, Community Planning, Toronto and East York District.

5. The owner shall install and maintain irrigation on the site, including within the POPS, in accordance with the accepted Ground Floor Irrigation Schematic Layout (IR1), Level 3 Irrigation Schematic Layout (IR2), and Green Roof Irrigation Schematic Layout (IR3), dated September 3, 2021, prepared by Smart Watering Systems, to the satisfaction of the Director, Community Planning, Toronto and East York District.

6. The owner acknowledges that no exterior decorative lighting may be installed on any structure without the consent of the Director, Community Planning, Toronto and East York District.

7. The Affordable Rental Units will be constructed generally in accordance with the plans prepared by architectsAlliance and COBE Architects dated March 8, 2021. Any changes to the plans shall be to the satisfaction of the Chief Planner and Executive Director, Housing Secretariat, and if deemed acceptable by the Chief Planner and Executive Director, Housing Secretariat, shall not require amendment to this Agreement.

8. The Affordable Rental Units are to be provided in accordance with the terms of the following agreements signed between the City of Toronto and WDL 3/4/7 LP:

- a) The Contribution Agreement signed on April 27, 2018;
- b) The City Contribution Amending Agreement signed April 21, 2021; and
- c) The Development Agreement, signed <insert date>.

These Agreements will be attached as schedules to the Site Plan Agreement.

URBAN FORESTRY

9. The owner shall ensure that: all tree protection barriers are maintained in good condition and are not moved or altered; established tree protection zones are not used as construction access, storage, or staging areas; unauthorized grade changes are not performed within established tree protection zones; and tree protection barriers are only removed once development and all site activities are complete and once Urban Forestry has approved their removal on behalf of the General Manager of Parks, Forestry & Recreation.

10. The owner shall strictly adhere to the Tree Protection Specifications contained in the approved Arborist Report (prepared by Urban Forest Innovations Inc., dated September 2, 2021) and Tree Preservation Plan (prepared by Urban Forest Innovations Inc., dated September 2, 2021) and to the City of Toronto's Tree Protection Policy and Specifications for Construction Near Trees.

11. The owner shall 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.

12. The owner shall remove City-owned trees only upon the approval of the Landscape/Replanting Plan by the Ward Councillor, receipt of the required tree removal payment by the Supervisor, Urban Forestry – Tree Protection & Plan Review, Toronto & East York District, receipt of the building and/or demolition permits, and once the permitted construction- and/or demolition-related activities associated with this project warrant the removal of the trees.

13. The owner shall have a qualified company implement and maintain tree planting in accordance with the approved plans and to the satisfaction of Urban Forestry, on behalf of the General Manager of Parks, Forestry and Recreation. Prior to construction or grading activities and where necessary to ensure the health and vigour of trees to be

preserved, the owner shall have all approved tree preservation and maintenance measures conducted on existing trees by a certified arborist or other qualified expert, according to currently accepted sound arboricultural practices and to the satisfaction of Urban Forestry.

14. The owner shall plant all trees as per the plans approved by Urban Forestry within one (1) year of occupancy. All trees shall arrive on site in a balled and burlapped condition with a minimum caliper of 60 mm (or as otherwise specified on the approved plans). Prior to planting, each tree shall have the burlap removed from the upper portion of the root ball (along with part of the wire cage, if necessary), and soil brushed away or removed from the top of the root ball until the first proper root is identified, indicating the top of the original/permanent root crown. The tree shall then be planted with this level considered as the top of the root ball for all other instructions. Any tree found planted with the actual root crown more than 2.5 cm below finished grade may be rejected and require replacement or replanting at the City's discretion. Upon the planting of the new trees on the subject land, the owner shall assume the full responsibility for the maintenance and health of the private trees and shall take no action or permit any action that will injure, damage, destroy or prevent the trees from maturing to the point that the trunk of the tree measures 30 cm in diameter or more, measured at 1.37 m above ground level.

15. The owner shall submit to the Supervisor, Urban Forestry – Tree Protection & Plan Review, Toronto & East York District (tpprsouth@toronto.ca), notice of the construction of the continuous tree trenches and/or soil cell trenches at least one (1) week prior to the start of construction of the trenches.

16. The owner shall provide a detailed report to the Supervisor, Urban Forestry – Tree Protection & Plan Review, Toronto & East York District (tpprsouth@toronto.ca), to sufficiently verify that tree planting has been completed according to approved landscape plans. The Report shall document all materials, sources, quality analysis reports, quantities, dimensions and locations of all trees, soil, and infrastructure to support trees. The report shall provide photographic documentation of all stages of continuous soil trench and soil cell construction including, but not limited to, excavation, base preparation, geogrids/geotextiles, soil cell placement, framing, pouring of concrete, all irrigation and drainage components, soil placement and compaction, soil analysis reports and delivery tickets, and all trees planted.

17. The owner shall provide a letter of certification and a complete set of as-built landscape drawings to the Supervisor, Urban Forestry – Tree Protection & Plan Review, Toronto & East York District (tpprsouth@toronto.ca), both of which are stamped by the Landscape Architectural consultant who designed and supervised the construction of landscape works. The letter and as-built drawings shall confirm that all trees, soil, and infrastructure to support trees have been planted, installed, and constructed according to approved landscape plans.

18. The owner shall maintain all tree planting areas free of litter and weeds, maintain the grade of all in-ground tree planting areas level with the adjacent boulevard, and maintain all approved ground cover and irrigation systems for the life of the Site Plan Agreement. The owner shall also maintain all curbs, planters, grates, guards, railings,

and other tree surrounds that do not conform to City of Toronto standard details in a state of good repair, and shall remove or modify these surrounds to accommodate tree growth, removal, and planting, as required by Urban Forestry.

19. The owner shall provide a two (2)-year renewable Tree Planting Security Deposit ("guarantee") for all new tree plantings within the City road allowance. If deemed necessary by Urban Forestry, the guarantee shall be drawn upon to cover all costs incurred by the City of Toronto in enforcing and ensuring that the trees are planted and kept in a healthy and vigorous state during the two (2)-year guarantee period. The owner shall notify Urban Forestry in writing at tpprsouth@toronto.ca of the planting date prior to planting. This date shall be used to establish the anniversary date of the required two (2)-year renewable guarantee. The owner shall then notify Urban Forestry in writing at tpprsouth@toronto.ca within two (2) weeks after the trees have been planted to initiate an inspection by Urban Forestry to allow the start of the two (2)-year guarantee period.

20. The owner shall maintain all new tree plantings within the City road allowance in a healthy and vigorous condition. Trees may be inspected during and at the end of the two (2)-year renewable guarantee period. At the end of the period and while the trees are in leaf, the owner shall notify Urban Forestry at tpprsouth@toronto.ca to allow confirmation that the trees are in a healthy and vigorous condition. If Urban Forestry deems that the trees are in a healthy and vigorous condition at the end of the period, the City shall assume maintenance and ownership of the trees and the deposit will be returned.

21. The owner shall be responsible for the maintenance or replacement of all new tree plantings within the City road allowance if, during or at the end of the renewable guarantee period, Urban Forestry deems that the trees are not in a healthy and vigorous condition or require maintenance or replacement. The owner shall be responsible for rectifying the problem as determined by and to the satisfaction of Urban Forestry on behalf of the General Manager of Parks, Forestry & Recreation. At this time, the owner shall maintain all newly replanted trees within the City road allowance in a healthy and vigorous condition and shall provide an additional two (2)-year renewable guarantee.

22. Following the completion of the two (2)-year renewable guarantee period for new tree plantings within the City road allowance, the owner shall provide a Certificate of Completion of Work from the qualified tree care or landscape company documenting all maintenance work done to the trees during the guarantee period. The owner shall also provide Urban Forestry with a complete inventory of the new road allowance trees.

23. The owner shall develop and maintain the site and adjacent City-owned lands in accordance with the approved plans and conditions of approval associated with the Site Plan, Grading Plan, Site Servicing Plan, Landscape Plan, Building Permit, and Tree Permit(s)/Approvals. Any proposed revisions/alterations to the approved plans or permits that affect trees shall be approved by Urban Forestry, on behalf of the General Manager of Parks, Forestry & Recreation, prior to the revisions/alterations being implemented.

ENGINEERING AND CONSTRUCTION SERVICES

24. Contact the Traffic Operations, Transportation Services a minimum of six (6) months in advance of the anticipated date of first occupancy of the project, to allow for the necessary reports to be prepared and By-laws to be enacted with respect to the approved Pavement Marking and Signing Plan, Drawing No. SN-02, prepared by BA Group, dated October 7, 2021.

25. Provide raised tactile profiles at the bottom edge of the curb ramps in the sidewalk at the signalized and unsignalized intersections located adjacent to the property in accordance with the requirements of City of Toronto standards.

26. Remove all existing accesses, curb cuts, and traffic control sign(s) along the development site frontages that are no longer required and reinstate the curb, gutter, and boulevard within the City's right-of-way, in accordance with City standards and to the satisfaction of the General Manager, Transportation Services and the Chief Engineer & Executive Director, Engineering & Construction Services.

27. Construct the Type G loading space and all driveways and passageways providing access thereto to the requirements of the Ontario Building Code, including allowance for City of Toronto bulk lift and rear bin loading with impact factors where they are to be built as supported structures.

28. Provide and maintain a fully trained building maintenance person to assist truck operators with any on-site turning manoeuvres that are required to enter or exit the proposed loading spaces by controlling cycling, pedestrian and all other vehicular activity in the immediate area.

29. Provide and maintain internal service connections between the loading facilities and the residential garbage/recycling rooms, the moving rooms, and each commercial and residential unit established.

30. Provide and maintain an acceptable warning system at the top of the underground parking garage and bottom of the above-grade parking garage to alert motorists of the presence of large trucks.

31. Provide and maintain "No Parking" signs adjacent to the proposed loading spaces.

32. Provide and maintain on-site pavement markings, signage and convex mirrors in accordance with Drawing No. SN-02, prepared by BA Group, dated October 7, 2021.

33. Pay for all costs associated with the construction of Street A between Trinity Street and Cherry Street and any alterations required to existing streets, in accordance with the provisions of the Development Agreement.

34. Pay all costs related to the installation of pavement markings and signage for Street A identified in the approved Functional Plan, in accordance with the provisions of the Development Agreement.

35. Provide and maintain a physical separation between the resident and the residential visitor/non-residential portions of the parking garage to secure the availability of the resident parking.

36. Individually designate the small car parking spaces as 'Small Car' parking spaces through the installation of signs and pavement markings.

37. In respect of the proposed boulevard improvements along the site frontages, including any non-standard pavers (e.g. Front St pavers, Cherry St pavers, brick pavers, Front St benches, Front St litter and recycling bins, etc.), as shown on the Landscape Plans, Drawing Nos. L-001 to L-314, dated October 5, 2021 by Public Work:

a) The owner shall construct and maintain all boulevard improvements within the boulevard areas of the public highways adjoining the Land in accordance with, and as shown on the approved plans and drawings, to the satisfaction of the General Manager, Transportation Services (the "Boulevard Improvements"). The owner's boulevard maintenance obligations do not include municipal concrete sidewalk(s), curbing, trees after all applicable maintenance periods have expired and the City is satisfied with the tree planting, or public transit stops/transit shelters within the adjoining public highway.

b) The owner agrees that it will, at its expense, maintain the Boulevard Improvements in a state of good repair, free of graffiti, posters, litter, snow and ice, and that vegetation will be maintained in a healthy and vigorous state of growth all to the satisfaction of the General Manager, Transportation Services.

c) The owner shall not make any additions or modifications to the Boulevard Improvements beyond what is allowed pursuant to the terms of this Site Plan agreement. The owner further acknowledges that should it neglect to maintain the Boulevard Improvements, the City may perform the required work pursuant to the Toronto Municipal Code Chapter 743, Article 8 and the City may recover its costs in a like manner as municipal taxes.

d) The owner agrees that if the City should at any time undertake any widening or other alteration to the adjoining public highway(s) necessitating the removal of any Boulevard Improvements, the City shall not be liable to pay any compensation whatsoever for such removal, nor shall it restore any Boulevard Improvements that it removes. The Boulevard Improvements permitted by this Agreement shall be removed by the owner, at its expense, within 14 days of receiving written notice from the General Manager, Transportation Services or his/her designate. In default of the removal not occurring as requested, the City may carry out the removal, at the owner's expense, and may recover its costs in a like manner as municipal taxes.

e) The owner acknowledges that there may exist municipal and/or utility services within, upon or under the boulevard, and acknowledges that the City or the utility responsible for such service(s) may need to undertake repairs or carry out maintenance on such service(s) or to replace such service(s) or to install new service(s). The owner agrees that the City or utility shall have the right to remove

the Boulevard Improvements for the purpose of carrying out such installation, replacement, repair or maintenance. Prior to removing the Boulevard Improvements, the City shall give the owner 48 hours' notice of its intention to remove the Boulevard Improvements for maintenance purposes, except in the case of emergency, in which case no notice shall be required. On completing the installation, replacement, repairs or maintenance, the owner, at its sole expense, shall proceed immediately to restore the Boulevard Improvements to the condition it was in prior to the commencement of such installation, replacement, repairs or maintenance. Under no circumstances shall the City be required to so restore the lands or to compensate the owner for the cost of doing so.

f) The owner agrees to defend, save and keep harmless and fully indemnify the City, its officers, employees, agents and other representatives, from and against all actions, claims, suits or damages whatsoever that may be brought or made against the City in respect of the owner's use of the boulevard area of the adjoining public highways for Boulevard Improvements.

g) The owner releases, waives and forever discharges the City and its agents, officials, servants, contractors, representatives, elected and appointed officials, successors and assigns and any other agencies, corporations, boards, commissions or related bodies having utilities or services which may in any manner be affected by the installation or maintenance of the Boulevard Improvements (collectively, the "Released Parties"), of and from all claims, demands, suits, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to the person or any property of the owner however caused, and all damages, costs, expenses losses and charges whatsoever arising or to arise by reason of the permission granted pursuant to this Agreement, including consequential damages (collectively, "Claims"). Without limiting the generality of the foregoing, no claims shall be made against the Released Parties by the owner for damage occurring to the Boulevard Improvements as a result of the City's snow removal operations.

h) The owner must obtain and maintain third party bodily injury and property damage insurance in the amount of \$5,000,000 or such other coverage as the General Manager, Transportation Services may require, naming the City of Toronto as an additional insured party under the policy, to the satisfaction the General Manager, Transportation Services. Such insurance shall be kept in good standing.

38. Construct and maintain all facilities necessary to permit bulk lift compacted garbage, recycling and organic collection services City collection of solid waste, organic and recyclable materials in accordance with Chapter 844 of the City of Toronto Municipal Code, Waste Collection, Residential Properties.

39. The owner acknowledges that Solid Waste has granted an exception for the access and loading facilities in Block 7. Solid Waste will accept the provided vehicle movement diagrams for Block 7. However, eligibility for City waste collection services is conditional that a successful test run is completed with a City waste collection vehicle after the building is built and occupied.

40. Provide and maintain a single chute with a tri-sorter for multiple household residential waste.
41. Retain a private refuse collection firm to collect the refuse and recyclable materials generated by the non-residential component of the development, and advise all tenants/future purchasers of the non-residential component that refuse and recyclable materials generated by this component of the building must be collected by a private refuse collection firm.
42. Acknowledge and agree that the non-residential component of this development is ineligible for City of Toronto collection. The owner must store, transport and make arrangements for collection of all waste materials separately from the residential component. Collection of waste will be in accordance with Chapter 841, Solid Waste of the Municipal Code. Separate waste and recycling containers are to be utilized and it will be necessary for the retail sector to have these bins identified (i.e. "Retail Waste Only").
43. Acknowledge that the Type G loading space may be used by both the residential and non-residential components of this development, provided that the owner/management of the non-residential component of the development must arrange for their collection days to be scheduled on different days of residential collection from the City. Failure to comply with these arrangements will result in the cancellation of City residential collection for this development.
44. Acknowledge that refuse and recyclable materials generated by the non-residential component of this development must be stored on private property in rodent proof containers in accordance with Chapter 841 of the Municipal Code, "Waste Collection, Commercial Properties".
45. Submit a letter certified by a Professional Engineer that in all cases where a collection vehicle is required to drive onto or over a supported structure (such as an underground parking garage) the structure can safely support a fully loaded collection vehicle (35,000 kg) and conforms to the following:
- a) Design Code – Ontario Building Code
 - b) Design Load – City bulk lift vehicle in addition to Building Code requirements
 - c) Impact Factor – 5% for maximum vehicular speeds to 15 km/hr and 30% for higher speeds
46. Provide certification to the Chief Engineer & Executive Director, Engineering & Construction Services from the architect who designed the building(s) to confirm that all solid waste management facilities have been constructed in accordance with the approved Site Plan drawings.

47. The public right-of-way must not be used for the storage of refuse, transfer or collection of such materials generated by the non-residential component of this development.

48. Construct and maintain stormwater management measures/facilities and site grading as recommended in the accepted Stormwater Management Report, prepared by IBI Group, dated June 30, 2021, and Site Grading Plan (SG-01), prepared by IBI Group, dated and stamped/signed October 7, 2021, or on revised reports/plans deemed appropriate by the Chief Engineer and Executive Director, Engineering and Construction Services.

49. Construct and maintain site servicing as indicated on the accepted Site Servicing Drawing (SS-01), prepared by IBI Group, dated and stamped/signed October 7, 2021, or on revised drawings deemed appropriate by the Chief Engineer and Executive Director, Engineering and Construction Services.

50. Provide certification to the Chief Engineer & Executive Director, Engineering & Construction Services from the Professional Engineer who designed and supervised the construction confirming that the stormwater management facilities and site grading have been constructed in accordance with the accepted Stormwater Management Report and the accepted Grading Plans.

51. Provide certification to the Chief Engineer & Executive Director, Engineering & Construction Services from the Professional Engineer who designed and supervised the construction, confirming that the site servicing facilities have been constructed in accordance with the accepted drawings.

52. Submit an application to Toronto Water (Environmental Monitoring & Protection) for any permanent (long term) dewatering system that is required for the building, and enter into an agreement and/or permit to discharge groundwater as required by the General Manager, Toronto Water.

53. The owner acknowledges and agrees that Staff have reviewed this application on the understanding it will comprise of one (1) parcel of land with one (1) owner upon completion. The owner shall not convey or transfer any part of the Development Site in any other manner than that agreed to above if to do so would result in either the retained parcel or the conveyed or the transferred parcel ceasing to comply with Chapter 681 or 851 of the City of Toronto Municipal Code, as amended, which prohibit a private service connection, that connects to a municipal water or sewer systems, from servicing more than one property. Each parcel shall have separate service connections to the municipal water and sewer systems, including any associated stormwater management systems, to the satisfaction of the Chief Engineering & Executive Director, Engineering & Construction Services, at the sole cost to the owner. Further, the owner shall prepare all plans and studies as required by the City of the servicing at the sole cost of the owner.

ENERGY EFFICIENCY OFFICE

54. Construct and maintain the development substantially in accordance with the accepted Energy Report dated April 24, 2020 and prepared by RWDI to ensure that the energy savings identified continue to be achieved, to the satisfaction of the Environment and Energy Division.

METROLINX

55. The proponent shall submit a noise study for the review by, and to the satisfaction of, Metrolinx.

56. The owner shall grant Metrolinx an environmental easement for operational emissions, registered on title against the subject residential dwelling in favour of Metrolinx.

57. The applicant shall provide written confirmation to Metrolinx that the following warning clauses are inserted in all development agreements, offers to purchase and agreements of purchase and sale or lease of each residential/commercial unit:

Warning: Metrolinx owns and operates the Union Station Railway Corridor ("USRC"), the busiest rail corridor in Canada, adjacent to or within close proximity to the subject lands. Operations are maintained on a continuous basis, 24 hours a day every day of the year, and include: the operation and idling of diesel locomotives that generate diesel fumes and odours; artificial lighting of the USRC; the loading, unloading and switching of passenger rail cars; and the operation of various processes for the maintenance of rail equipment. Noise and vibration originating from a number of different sources, including normal train movements (including bells and whistles), train idling, rail corridor construction, and snow removal (including switch blowers) activities will emanate from the USRC. This warning may be relied upon by Metrolinx and its successors and assigns and any specific successors or assigns of Metrolinx's interests referred to in this warning clause. Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid right-of-way.

The Purchaser or Lessee specifically acknowledges and agrees that the proximity of the [Lands/Property] to Metrolinx transit infrastructure and operations, presently in existence or subsequently constructed or re-constructed, may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke and particulate matter or other transmissions (collectively referred to as "Transmissions") on or to the [Lands/Property] and despite the inclusion of control features within the [Lands/Property], Transmissions may continue to be of concern, potentially affecting activities of the occupants in the [Lands/Property]. Notwithstanding the above, the Purchaser or Lessee agrees to release and save harmless Metrolinx, together with their officers, employees, successors and assigns, from all claims, losses, judgments or actions arising or resulting from any and all Transmissions. Furthermore, the Purchaser or Lessee acknowledges and agrees that a warning clause substantially similar to the one

contained herein shall be inserted into any succeeding lease, sublease, or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not merge or expire with the closing of the transaction.

58. Please note that the owner shall be responsible for all costs associated with the preparation and registration of agreements/undertakings/easement/warning clauses, as determined appropriate by, and to the satisfaction of, Metrolinx