

Attachment: 5
City File No.: 21 169804 NNY 17 SB

CONDITIONS OF DRAFT PLAN APPROVAL

Date: April 2, 2025
File No: Subdivision Application: 21 169804 NNY 17 SB
Owner: Markee Developments
1 Richmond St E Suite 903
Toronto ON M5H 3S4
Location: 3377 Bayview Avenue

The following conditions relate to the Draft Plan of Subdivision prepared by Bousfields Inc, being drawing number 21123-63dp dated March 7, 2025.

The Draft Plan of Subdivision shall consist of Two Phases:

PHASE 1: Phase 1 is comprised Blocks, 4, 5 and 6 (Residential), Block 8 (Green Space/Natural Heritage), Block 7 (Lands owned by Tyndale University), Block 9 (Park), and a new Street A.

PHASE 2: Phase 2 is comprised of Blocks 1, 2 and 3 (Residential), Block 10 (Park) and two new Streets B and C.

A - ALL PHASES: CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

The Draft Plan of Subdivision Approval shall be registered in phases. The following conditions apply to all phases of the Draft Plan of Subdivision.

Conditions that stipulate, "Prior to the registration of this phase of the Draft Plan of Subdivision..." reflect requirements prior to registration for that particular phase of the Plan of Subdivision only and not for the registration of any other phase. Conditions that stipulate "prior to the registration of **any** phase of the Draft Plan of Subdivision" reflect a requirement that must precede the registration of any of the phases. Conditions that stipulate "prior to the registration of **each** phase of the Draft Plan of Subdivision" reflect a requirement that must be fulfilled more than once, prior to the registration each particular phase.

"Statutory Parkland Dedication" shall mean, for the purposes of this agreement, the conveyance of land for park or other public recreation purposes being the **"Central Park"** (Block 9) and the **"South Park"** (Block 10) pursuant to Section 42 of the *Planning Act*

"Central Park" shall mean the lands described in Section B.24 of this Agreement;

"South Park" shall mean the lands described in Section C.13 of this Agreement;

General

1. Prior to registration of any phase of the Plan of Subdivision, the Owner shall enter into the City of Toronto (the "City") standard subdivision agreement (the "Subdivision Agreement") to the satisfaction of the City Solicitor, subject to necessary modifications as contemplated by these draft plan conditions and other conditions satisfactory to the Executive Director, Development Review Division or his/her delegate and satisfy all pre-registration conditions contained therein.
2. Prior to the earlier of Site Plan Approval and the first residential use of a building or structure on the Lands for each Phase, the Owner shall register the Plan of Subdivision for that Phase.
3. Prior to the earlier of release for construction of services and registration of the Plan of Subdivision for any phase, the Owner shall enter into an Agreement pursuant to Section 37 of the Planning Act as it read the day before Section 1 of Schedule 17 to the COVID-19 Economic Recovery Act, 2020, S.O. 2020, c. 18 came into force (the "Section 37 Agreement") to the satisfaction of the Executive Director, Development Review Division, and register the Section 37 Agreement on title to the Lands to the satisfaction of the City Solicitor.
4. Prior to registration of each phase of the Plan of Subdivision, 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 or confirmation of Payment in Lieu of Taxes in accordance with the Payment in Lieu of Taxes Act) and 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, or the Payment in Lieu of Taxes Act, 1985. 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 in the event the City is successful with the appeal.
5. Prior to the earlier of the release for construction of services and plan registration for any phase, the zoning by-law which permits the development must be in full force and effect and the final Ontario Land Tribunal Order issued.

City Planning

Toronto Green Standards

6. The Owner shall construct and maintain the development in accordance with Tier 1 of the Toronto Green Standard, and the Owner will be encouraged to achieve Tier 2 Toronto Green Standard or higher, where appropriate, consistent with the performance standards of the Toronto Green Standards applicable at the time of the complete site plan application for each building on the Lands.

Development Engineering

7. The Owner shall be required to pay to the City (\$40.00) per lot/block towards the cost of geodetic and aerial survey.
8. The Owner shall be required to dedicate all roads, corner roundings and road widenings, if any, shown on the plan.
9. The Owner shall be required to convey to the City all 0.3 metre (one foot), if any, reserves shown on the plan.
10. Upon Plan Registration, the Owner shall convey all necessary above and below grade easements to the City.
11. The Owner shall be required to 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 to the satisfaction of the Chief Engineer and Executive Director of Technical Services in consultation with the City Solicitor.
12. The Owner shall be required to submit a draft Reference Plan 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.
13. The Owner shall be required to pay all costs for preparation and registration of reference plan(s).
14. The Owner shall be required to undertake an environmental site assessments for lands to be conveyed to the City 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).
15. In the event land conveyance to the City of Toronto is required where in-situ capping is proposed as a remedial measure of the contaminated lands to be conveyed, the Owner shall be required to ensure that the proposed in-situ capping over the contaminated lands and installation of municipal sanitary and storm sewers and watermains are completed as per City of Toronto Clean Fill Requirements for Contaminated Lands – Typical Street - T-985.100 to ensure a 2.0 m total cap depth to finish grade and minimum fill clean depth around storm and sanitary sewers as shown on the above mentioned City of Toronto standard.

16. The Owner shall be required to pay for and construct all municipal infrastructure required to service the Plan of Subdivision, including municipal infrastructure external to the Plan of Subdivision.
17. The Owner shall be required to pay engineering and inspection fees in accordance with the terms and conditions of the standard subdivision agreement.
18. The Owner shall be required to submit financial security in accordance with the terms of standard subdivision agreement.
19. The proposed 18.5m wide municipal road must be designed and constructed in accordance with the City of Toronto Development Infrastructure Policy and Standards (DIPS) - City of Toronto Drawing No. DIPS-2A modified with 2.1 metres wide concrete sidewalk along both sides of the street to satisfaction of the Chief Engineer & Executive Director of Engineering and Construction Services.
20. Prior to registration of the Plan of Subdivision for any phase, the Owner agrees to submit composite utility plans, including the location of all existing and proposed underground and above ground utilities in relation to proposed tree planting locations to the satisfaction of Engineering and Construction Services and the General Manager of Parks, Forestry and Recreation.
21. Prior to earlier of the registration of the Plan of Subdivision or the Release for Construction of Services for each phase, the Owner shall submit to the Chief Engineer and Executive Director, Engineering & Construction Services:
 - a. Regarding Toronto Hydro-Electric System Limited (distribution group):
 - copy of "offer to connect" (OTC),
 - written confirmation that financial securities have been posted, and
 - written confirmation that satisfactory arrangements have been made.
 - b. Regarding Toronto Hydro Energy (streetlight group):
 - cost estimate of the construction/installation of streetlights, and the hydro inspection fee.
 - financial security in amount of 130% of the streetlight cost estimate and inspection fee.
 - copy of written confirmation from Toronto Hydro Energy that satisfactory arrangements have been made.
22. In addition to the other financial security obligations contained in the Subdivision Agreement and notwithstanding Section 25.5 of the main body of this Agreement, prior to the earlier of the release for construction of services or prior to the registration of the Plan of Subdivision for each phase, the Owner agrees to provide the City financial security in the amount of 130% of the value of the cost estimate of the street lighting required to be installed under this Agreement, to the satisfaction of Engineering and Construction Services.

23. Prior to the earlier of the release for construction of services or the registration of the plan of subdivision, the Owner agrees to submit to the satisfaction of Engineering and Construction Services, the following:

a. Toronto-Hydro Electric System Ltd. (electrical distribution):

- i. copy of Offer to Connect for the Subdivision;
- ii. written confirmation that financial securities have been posted for the Subdivision; and
- iii. written confirmation that satisfactory arrangements have been made for the installation of an electrical distribution system for the Subdivision.

b. Toronto-Hydro Energy Services Inc. (Street Lighting):

- i. cost estimate of the construction/installation of street lighting and the hydro inspection fee for the Subdivision;
- ii. financial security in the amount of 130% of the street lighting cost estimate and inspection fee for the Subdivision has been provided to the City;
- iii. written confirmation that satisfactory arrangements have been made for the installation of street lighting for the Subdivision.

The definition of Services in Sections 10.1 and 11.1 of the main body of this Agreement shall not include street lighting.”

24. The Owner shall be responsible for all damages to the existing municipal infrastructure resulting from the Owner's construction activities.

25. The Owner shall obtain/verify the municipal addresses that will be required for the purpose of setting up the water account with Toronto Water when application is made for the proposed sewer and or/water service connections (as applicable).

26. The Owner shall initiate the street naming process so that all public streets, private access roads and private walkways shall be named to facilitate access to the units fronting these streets, roads and walkways.

27. The Owner must adhere to the City's Foundation Drainage Policy (<https://www.toronto.ca/services-payments/water-environment/water-sewer-related-permits-and-bylaws/sewers-by-law/managing-foundation-drainage/>) and comply with the following requirements:

- (i) Long-term Discharge of *Foundation Drainage* to the City's sanitary sewer system will not be permitted.
- (ii) Discharge of *Foundation Drainage* from the interception and/or extraction of Groundwater from confined aquifers will not be permitted to any of the City's sewer systems.

- (iii) Long-term Discharge of *Foundation Drainage* that contains any Groundwater will not be permitted to the City's storm or combined sewer system, unless *Foundation Drainage* is deemed to contain only Infiltrated Stormwater.
- (iv) *Foundation Drainage* infrastructure may be installed on private property that could allow a Temporary Service Connection to facilitate future emergency repairs to On-site Management measures.
- (v) Short-term Discharge of Foundation Drainage may be permitted to the City's sewer system if:
 - (a) It meets the applicable quality limits as per Chapter 681 of the Toronto Municipal Code.
 - (b) Short-term Discharge to the City's sewer system will occur only under Dry Weather Flow conditions.
 - (c) All requirements for obtaining Private Water Discharge Permit will be satisfied for Short-term Discharge.

As such, an exemption would need to be applied for in order to permit the long-term discharge of foundation drainage to the City's sanitary sewer system and/or groundwater to the storm/combined sewer.

- 28. Prior to registration of the Plan of Subdivision for each phase, the Owner shall provide a Hydrogeological Report together with coordinated Hydrological Review Summary Form and Servicing Report Groundwater Summary Form satisfactory to the Chief Engineer and Executive Director, Engineering and Construction Services.
- 29. Prior to issuance of Notice of Approval Condition (NOAC) for each block or Building, within the Plan of Subdivision, the Owner of the block must apply for short and long term discharge agreement to the City sewer system.

Servicing, Grading and Stormwater Management

- 30. Prior to registration of any Plan of Subdivision, the Owner shall submit to the Chief Engineer and Executive Director, Engineering & Construction Services for review and acceptance, a detailed infrastructure phasing plan for Phase 1 and Phase 2 outlining the necessary infrastructure required to service all components of the lands including consideration of interim and final conditions.
- 31. The Owner agrees and acknowledges its obligation to construct the municipal roads and servicing in accordance with accepted Phasing Plan.
- 32. The Owner shall apply stormwater management techniques in the development of this subdivision in accordance with the City's Wet Weather Flow Management Guidelines and provide Functional Servicing and Stormwater Management Report to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
- 33. Prior to the Release for Construction of Services for each Phase, the Owner shall submit to the Chief Engineer, ECS for review and acceptance, all revisions and/or updates to the Functional Servicing and Stormwater Management Report as may be necessary to address phasing proposal as directed by the Chief Engineer, ECS. The Owner shall submit revised

engineering drawings to reflect any changes/updates to the Functional Servicing and Stormwater Management Report.

34. Prior to the Release for Construction of Services for each Phase, the Owner shall update the accepted Functional Servicing Report and Stormwater Management Report, including the stormwater management strategy, if directed by the Chief Engineer, ECS in the event that it is determined that field conditions are not suitable for implementation of the servicing and storm water strategy recommended in the Functional Servicing and Stormwater Management Report.
35. The Owner agrees and acknowledges that, prior to earlier release for construction of municipal services or any other stage of this development to conduct updated water distribution analysis if the fire demand will increase during the detailed design of each block compared to the assumed demand during planning stage.
36. The Owner shall obtain/verify the municipal addresses that will be required for the purpose of setting up the water account with Toronto Water.
37. The Owner shall submit any additional supporting documentation as may be required by Development Engineering with respect to construction of external municipal infrastructure that must be in place prior to the Release for Construction of Services for each phase for approval by Chief Engineering and Executive Director, Engineering and Construction Services.
38. Prior to the earlier of the registration of the Plan of Subdivision and the Release for Construction of Services for each phase, the Owner shall submit to the Chief Engineer, Engineering and Construction Services for review and acceptance the following:
 - Plan and Profile of all services and proposed infrastructure;
 - General Plan;
 - Grade Control Plan;
 - Storm Sewer Drainage Plan;
 - Sanitary Sewer Drainage Plan;
 - Drawings of Miscellaneous Details and Notes;
 - Pavement Markings and Traffic Sign Plan;
 - Design Sheets for Storm and Sanitary Sewers;
 - An Erosion and Sediment Control Plan;
 - Composite Utility Plan prepared by a licensed municipal servicing engineer, who will coordinate, on behalf of the City and to City standards, all utility company installation proposals and the street tree planting proposal within the public right-of-ways. This same consulting engineer will provide a composite

utility plan, indicating the respective utility company's installations of services and the planting of street trees within the municipal road allowances created and/or extended to service this development. Such plan will be prepared to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services and the General Manager of Urban Forestry.

- In preparing this plan, the engineer is to ensure that proposed utilities and landscaping within future right-of-way do not conflict with below or above grade services.
- The Owner is required to provide, a geotechnical report from a qualified soils engineer with respect to the existing soil conditions on the subject land including, and any soil and drainage problems that may be encountered in the development of this land including sewer construction within German Mills Creek area.
- Geotechnical report also include road pavement structure and pipe bedding materials in accordance with City of Toronto Standards and Specifications.
- Superpave asphalt mixes are mandatory for all projects and replace the former Marshall asphalt mixes.
- Provide updated phasing plan for the build-out of the site.
- Provide detailed cross-section design drawings for all new public streets, to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services. Be advised, all new public streets will need to be designed in accordance with City Standards.
- Provide a functional plan including pavement marking and signage for the new public streets and modifications on Bayview Avenue.
- Provide a plan showing all existing municipal service connections to be disconnected.
- Cost Estimate for all proposed future municipal infrastructure.
- The Owner will be required to provide the City with a Construction Management Plan outlining the following:
 - a) Dust/mud control on and offsite;
 - b) Location of truck loading points, trailer parking;
 - c) Location of temporary material storage areas;
 - d) Access/truck routing;
 - e) Provision of hoarding, temporary fencing & covered walkways;
 - f) Location and extent of aerial crane operations; and

g) Parking for construction trades.

39. Prior to the acceptance and the assumption of services by the City pursuant to the Subdivision Agreement for each phase, the Owner agrees to perform all necessary work to complete a Toronto Water Wellness Report to the satisfaction of the General Manager, Toronto Water.
40. The Owner shall provide certification to the Chief Engineer, ECS by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.

Grading

41. The Owner acknowledges and agrees that the final grading of the Subdivision will be such that the surface water originating on or tributary to the Draft Plan of Subdivision, including roof water from buildings and surface water from paved areas, will be discharged in a manner satisfactory to Chief Engineer, ECS and the Owner further agrees that the existing drainage patterns on adjacent properties will not be altered.

Transportation Services

Road conveyance

42. The Owner shall dedicate all public roads and corner roundings to the City in accordance with the approved Draft Plan of Subdivision, the approved functional street network, cross-section drawings, and the approved engineering drawings.
43. All of the required land conveyances and/or road improvements shall be provided to the satisfaction of the Executive Director of Engineering and Construction and at no cost to the City of Toronto.
44. The Owner shall remove all obstructions/encroachments at-, above-, or below-grade within any required corner roundings and road conveyance.
45. Prior to the roads, and corner rounding being conveyed to the City, all existing right-of-way/easements shall be removed from the subject lands by the Owner.
46. The Owner shall submit to the Executive Director of Engineering and Construction Services, for review and acceptance, prior to depositing in the appropriate Land Registry Office, a Draft Reference Plan of Survey, in metric units and integrated with the Ontario Co-ordinate System, showing the co-ordinate values at the main corners of the development lands, and delineating thereon, by separate PARTS, the lands to be conveyed to the City as part of the proposed New Public Streets, corner roundings and road widening, the remainder of the site, and any appurtenant rights-of-way.

Road Improvements

47. The Owner shall submit acceptable Cross-Sections, Functional Road Plans, and Pavement Marking & Signage Plans for both the interim condition of Street A, and

intersection improvements prior to the warranting of signalization at the proposed intersection of Bayview Avenue and Street A.

48. The Owner shall submit a functional plan including pavement marking and signage plans for Street A and its intersection with Bayview Avenue prior to signalization during Phase 1.
49. The Owner shall submit an acceptable Transportation Impact Study (TIS) for the resultant interim condition prior to the signalization of Bayview Avenue and Street A.
50. The Owner is required to prepare and submit for review a cost estimate for any required road and intersection constructions/improvements after the approval of functional design (functional design still to be revised and reviewed). The cost estimate must separate the internal improvements from the external improvements. The cost estimate may include but is not limited to the following components:
 - a. Any identified road modifications/constructions.
 - b. Any identified intersection modifications/constructions.
 - c. Any identified sidewalk/curb modifications.
 - d. Any identified signage and pavement markings;
51. Prior to conveying public roads and lands to the City, roads are required to be constructed to Development Infrastructure Policy & Standards (DIPS).
52. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for any phase, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque (amount to be determined) to the City of Toronto for the construction of the new Public Streets. This includes all required sidewalks and other features to be determined as part of the design process.
53. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for any phase, the Owner shall submit a financial guarantee in the form of a certified cheque or letter of credit (amount to be determined) for the road improvements along the site frontage on Bayview Avenue, as required by the City of Toronto.
54. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for any phase, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined) for at the intersection of Bayview Avenue and Street A, as required to the City of Toronto.

Pavement Markings and Signage

55. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for each phase, the Owner shall submit a payment to the City of Toronto in the form of a certified cheque (amount to be determined) for the cost related to the installation of the pavement marking and signage modifications and additions for Bayview Avenue and the new Public Street (Street A), and Bayview Avenue and new Public Street (Street C), to the satisfaction of the General Manager, Transportation Services.

56. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for each phase, the Owner shall submit a functional plan that includes the new pavement marking and signage on the new Public Street along with modifications where the new Public Street A intersects with Bayview Avenue and where the new Public Street C intersects with Bayview Avenue to the satisfaction of the General Manger, Transportation Services.

Future Traffic Impact Study

57. If the timeline of site build-out extends beyond 20-years as of the date the registration of the Draft Plan of Subdivision, revised Transportation Impact Studies will be required to assess impacts with updated information.

Urban Forestry

58. The Owner agrees to strictly adhere to the Tree Protection Specifications contained in the approved Arborist Report and Tree Preservation Plan and as per the City of Toronto's Tree Protection Policy and Specifications for Construction near Trees.
59. 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 Urban Forestry on behalf of the General Manager of Parks, Forestry & Recreation.
60. 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 Urban Forestry on behalf of the General Manager of Parks, Forestry & Recreation. Provided the approved 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 may be released at the completion of construction. If it is discovered that there is unauthorized encroachment within a tree protection zone, or a tree was not protected in accordance with the above noted documents, the deposit will be retained for an extended period. Should the tree's condition decline as a result of construction and/or encroachment the deposit may not be refundable.
61. Upon completion of construction activities, the Owner shall notify Urban Forestry, at tpprnorth@toronto.ca prior to the removal of the protection hoarding the trees to be preserved according to the approved Tree Protection Plan, to arrange for an inspection of the site.
62. The Owner shall have a qualified company implement and maintain tree planting on the subject land in accordance with the approved plans to the satisfaction of Urban Forestry, on behalf of the General Manager of Parks, Forestry and Recreation. All trees must be planted as per the plans approved by Urban Forestry, arrive on site in Ball and Burlap condition with a minimum caliper of 70mm (or as specified on the approved planting plan) and in accordance with the City of Toronto's Construction Specification for Growing Medium TS 5.10. Prior to planting, each tree shall have the burlap

untied/unwrapped 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 is then to 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 2.5cm below finished grade may be rejected and require replacement or replanting at the City's discretion.

63. Upon the planting of the new trees on the subject land, to the satisfaction of Urban Forestry, on behalf of the General Manager of Parks Forestry and Recreation, 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 1.4 m above ground level.
64. The Owner shall maintain all new tree plantings within the City road allowance in good condition. If necessary, the Tree Planting Security 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 and vigorous state during the two-year guarantee period. The Owner must notify Urban Forestry at tpprnorth@toronto.ca within two weeks of the trees being planted to start the two year guarantee period. Trees will be inspected during and prior to the end of the renewable guarantee period. At the end of the period, while the trees are in leaf, the Owner must notify Urban Forestry at tpprnorth@toronto.ca to allow for us to confirm if the trees are in good condition. If the trees are in good condition at the end of the period, the City will assume maintenance and ownership of the trees and the deposit will be returned.
65. 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 the trees are not in good condition, require maintenance or require replacement. The Owner will 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 good condition and shall provide an additional two-year renewable guarantee.
66. 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.
67. Following the planting of street trees, the Owner shall provide a Certificate of Completion of Work and an as-installed plant list in the form of a spreadsheet identifying street trees, as shown on the approved planting plan, by street addresses. The as-installed plant list shall also include tree species, calliper, condition and specific location of the trees by identifying two points of references (i.e., distances in meters from the curb, sidewalk, driveway, utility pole or pedestal).

68. Any proposed revisions/alterations to the approved plans or permits that affect trees must be approved by Urban Forestry on behalf of the General Manager of Parks, Forestry & Recreation.

Ravines and Natural Feature Protection

69. Prior to approval of Site Plan for each phase, the Owner shall provide the following plans and reports to the satisfaction of RNFP. All plans and reports noted below shall be harmonized to consistently and accurately demonstrate the proposal:

- a. Arborist Report;
- b. Tree Protection Plan;
- c. Sediment Control Plan;
- d. Soil Volume Plan (see advisory comments below)
- e. Landscape and Planting Plan including itemised cost estimate;

70. Prior to approval of Site Plan for each phase, the Owner shall post a Letter of Credit in the form and from an institution, acceptable to the City Treasurer, equivalent to one hundred and twenty percent (120%) of the value of the Tree Planting Plan, as a Financial Security, to guarantee the delivery of said Plan to the satisfaction of RNFP.

71. The Owner shall agree that prior to commencement of any construction activity (including demolition, site preparation or grading works) for each phase, the Owner shall obtain a RNFP Permit from RNFP.

72. The Owner shall agree that prior to commencement of any construction activity (including demolition, site preparation or grading works) for each phase, the Owner shall install tree protection and sediment control measures in accordance with an approved Tree Protection Plan to the satisfaction of RNFP.

73. The Owner shall maintain tree protection hoarding, root protection and/or sediment control during site disturbance activities for each phase in accordance with the approved plans and to standards as detailed in the City's Tree Protection Policy and Specifications for Construction near Trees (www.toronto.ca/trees/ravines) and to the satisfaction of Parks, Forestry and Recreation (RNFP). Tree protection hoarding, root protection and/or sediment control shall not be altered or removed until authorized by RNFP.

74. The Owner shall complete all tree planting for each phase in accordance with the approved plans and to the approved by RNFP. Once the planting has been completed, notify RNFP at rnfp@toronto.ca to arrange for an inspection of the site.

Toronto and Region Conservation Authority (TRCA)

75. The Owner shall agree in the Subdivision Agreement to apply for and receive any permits required under the Conservation Authorities Act prior to any development within the TRCA Regulated Area.

Toronto District School Board

76. Prior to the registration of the Draft Plan of Subdivision for any phase, the Owner shall confirm with the Toronto Lands Corporation the requirements for including the following warning clauses in all offers of purchase and sale/lease/rental/tenancy agreements of residential units for a period of ten (10) years from the date of registration:

“Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be available in the neighbourhood schools for all students anticipated from the development area. Students may be accommodated in school facilities outside the neighbourhood or students may later be transferred to other school facilities. For information regarding designated school(s), please call 416-394-7526.

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

The above warning clauses (including this sentence) shall, for a period of ten years following registration of the Plan of Subdivision, be included in all agreements of purchase and sale and all tenancy agreements (including agreements to lease or rent) for residential units in the development covered by this Plan of Subdivision.”

77. Prior to the registration of the Draft Plan of Subdivision for any phase, the Owner shall advise the Toronto Lands Corporation of the estimated occupancy date and commit to providing the Toronto Lands Corporation with periodic updates on expected occupancy to ensure that the Toronto Lands Corporation has at least six (6) months’ prior notice of the occupancy date. The intention is to provide the Toronto Lands Corporation and the Toronto District School Board with information for enrolment projections.

Toronto Catholic District School Board

78. Prior to the earlier of the registration of the Draft Plan of Subdivision for any phase, and the issuance of any building permit, the Owner shall erect and maintain signs, built to the Board’s specifications at points of egress and ingress of the development site advising that:

“Students from this development could be accommodated at a local Catholic school. We encourage families to visit our website and learn more about the Catholic school options in your neighborhood: www.TCDSB.org/FindMySchool”

79. Prior to the earlier of registration of the Draft Plan of Subdivision for any phase and the issuance of any building permit, the Owner shall provide the TCDSB with an on-site photograph of the aforementioned sign as an assurance of its proper display.

Bell Canada

80. The Owner shall grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
81. The Owner shall contact Bell Canada during detailed design to confirm the provision of communication/telecommunication infrastructure needed to service the development.
82. The Owner shall, prior to commencing any work, confirm that sufficient wire-line communication/telecommunication infrastructure is available. In the event that such infrastructure is unavailable, the Owner shall be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure.
83. If the Owner elects not to pay for the above noted connection, then the Owner will be required to demonstrate to the satisfaction of the City that sufficient alternative communication/telecommunication will be provided to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e., 911 Emergency Services).

Rogers

84. The Owner shall request mapping related to Rogers physical plant in the vicinity of the Site, and thereafter exercise caution when conducting excavation or construction around any Rogers physical plant in vicinity of the Site, which includes but is not limited to Aerial fibre and coaxial plant. A minimum clearance of 0.6 metres is required, and hand digging is required and crossing within 1 metre of Rogers plant. Locates are required.

Enbridge

85. The Owner shall contact Enbridge Gas Distribution's Customer Connections department by emailing SalesArea10@enbridge.com for service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and /or soil trenches) and/or asphalt paving.
86. If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phase construction, all costs are the responsibility of the Owner.
87. Easement(s) are required to service this development and any future adjacent developments. The Owner will provide all easement(s) to Enbridge Gas Distribution at no cost.
88. The Owner will contact Enbridge Gas Distribution's Customers Connections department by emailing SalesArea10@enbridge.com prior to any site construction activities to determine if existing piping facilities need to be relocated or abandoned.

89. In the event a pressure reducing regulator station is required, the Owner is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Distribution's Customer Connections department. For more details contact SalesArea10@enbridge.com.
90. The Owner will grade all road allowances as close to final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations prior to the installation of the gas piping.
91. Enbridge Gas Distribution reserves the right to amend or remove development conditions.

Toronto Hydro

92. A locate must be completed in the field to identify Toronto Hydro Infrastructure.
93. All proposed work must maintain the minimum horizontal and vertical clearances per Toronto Hydro Construction Standard 31-0100. Clearance measurements are taken from the edge of the hydro plant to the edge of the proposed work.
94. Any proposed trees must maintain a minimum of 1000mm horizontal clearance edge to edge from the Hydro plant.
95. A minimum of 3000mm clearance is required for any part of the building, or any temporary structures to out and most points of Hydro's overhead primary cables and related equipment.
96. Any damage to Toronto Hydro's plant will be repaired to Toronto Hydro's satisfaction at the project owner's expense.
97. The Owner will contact Toronto Hydro COS West Design for disconnection and prior to equipment removal and any demolition and construction work.
98. If a relocation is needed, the Owner will contact Toronto Hydro Utility Relocations group.
99. Any cost of pole relocation will be the responsibility of the Owner.

B - PHASE 1 – CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

PHASE 1: Phase 1 is comprised Blocks 4, 5 and 6 (Residential), Block 7 (Lands owned by Tyndale University), Block 8 (Green Space/Natural Heritage), Block 9 (Parks) and a new Street A.

Expiry Date

Draft approval of Phase 1 of this subdivision is in effect until _____. Without otherwise fettering its authority or jurisdiction, at its discretion, the City may, prior to _____, elect to modify some or all of the conditions of draft approval.

Engineering and Construction Services – PHASE 1

New Public Street – Street “A”

1. The Owner shall pay all costs to design and construct the proposed new public street and any alterations required to existing streets.
2. The Owner shall design and construct Street A, as shown on the Draft Plan of Subdivision, as a fully-serviced 18.5 metre wide public road, including a temporary cul-de sac to the satisfaction of the Chief Engineer, and at no cost to the City.
3. Prior to the registration of the Plan of Subdivision for Phase 1, the Owner shall submit a draft Reference Plan describing the turning circle lands for approval, and pay all costs for the preparation and deposit of the plan on title.
4. Prior to the registration of the Plan of Subdivision for Phase 1, the Owner shall enter into a Turning Circle Agreement, for the lands described as Parts (to be determined TBD) on Draft Reference Plan prepared by (TBD) and referenced as job number (TBD).
5. In the event that the turning circle is still required at the Assumption of the Plan of Subdivision by the City, the Owner shall provide the City with sufficient funds to cover the cost of removing the turning circle.
6. The Owner shall make satisfactory arrangements with TRCA and obtain necessary approvals to permit the construction of the new City’s storm and sanitary sewers within the TRCA regulation area.
7. The Owner shall be required to submit engineering design drawings and cost estimate for all intersection improvements at Street A and Bayview Avenue. All intersection improvements should be consistent with the recommendations of the Transportation Services Division.
8. The Owner agrees and acknowledges to construct municipal infrastructure within Street A in accordance with the accepted Phasing Plan and Functional Servicing and Stormwater Management Report.

9. The Owner agrees to construct sanitary sewers to the City's sanitary trunk connection point, storm sewers, stormwater management infrastructure including headwall and Manufactured Treatment Device to the satisfaction of Executive Director of Engineering and Construction Services.

Transportation Services – PHASE 1

New Public Street A

10. Prior to earlier of registration of the Plan of Subdivision and release for construction of services for Phase 1, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque (amount to be determined) to the City of Toronto for the construction of the new public street (Street A). This includes all required sidewalks, parking lay-bys, and other features to be determined as part of the design process, to the satisfaction of the General Manager, Transportation Services.
11. Prior to conveying Street A to the City, the applicant is required to build a cul-de-sac to Development Infrastructure Policy & Standards (DIPS) and provide an appropriate temporary easement for the interim condition until Street B is conveyed.

Traffic Control Signalization

The Owner shall be responsible at its own expense for the design, installation and future maintenance of traffic control signal at the intersection of Bayview Avenue and the proposed new public street (Street A) as follows:

12. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services, the Owner shall submit all functional and engineering drawings, signal design, civil and pavement marking/signage drawings to the satisfaction of the General Manager, Transportation Services.
13. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for Phase 1, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit (amount to be determined) for the installation of a new traffic control signal at Bayview and the new Public Street (Street A), to the satisfaction of the General Manager, Transportation Services.
14. Prior to the earlier of registration of the Plan of Subdivision and release for construction of services for Phase 1, the Owner shall submit a payment of (amount to be determined) for a 5-year maintenance fee for the proposed new traffic signal at Bayview and the new Public Street (Street A) to the satisfaction of the General Manager, Transportation Services.
15. Six months prior to the occupancy of residential developments within Block 6 of the Draft Plan of Subdivision, the Owner shall obtain approval from City council for the new signal.
16. The Owner will be required to install the new traffic control signals and associated

pavement markings on Bayview Avenue in accordance with the requirements of Transportation Services at the time of completion of Blocks 4, 5, 6, and 9 within Phase 1 of the development, as indicated by the traffic signal warrant submitted in January 2025 and functional plan submitted in March 2025.

17. The implementation of the works and the total cost of the design, installation, and 5-year signal maintenance fee identified above for the proposed traffic control signals for which the Owner is responsible shall be determined by the General Manager, Transportation Services in accordance with standard City practices, and shall include both direct and associated costs, including the cost of pavement markings and signing, removal or relocation of existing street furniture, that may result.

Parks – PHASE 1

18. Prior to subdivision registration for Phase 1, the Owner shall pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide all legal descriptions and applicable reference plans of survey for the “**Central Park**” (Block 9) to the satisfaction of the City Solicitor.

Section 118 Restriction

19. Concurrently with the registration of the Phase 1 Subdivision Agreement between the Owner and the City for the Lands, the Owner shall register a Section 118 Restriction on title to the “**Central Park**” (Block 9), in a form and with priority to the satisfaction of the City Solicitor, pursuant to the *Land Titles Act*, restricting any transfer or charge of the Lands without the consent of the General Manager, P&R with regard to the “**Central Park**” (Block 9).
20. The General Manager, P&R may in their sole discretion refuse to consent to a charge or transfer of the “Central Park” (Block 9) (or any portion thereof) to a third party for any reason. Should the General Manager, P&R wish to consent to a transfer or charge, then prior to providing such consent, the General Manager, P&R shall require:
 - (a) a transferee to enter into a direct agreement with the City to assume all obligations of the Owner under this Agreement relating to the “**Central Park**” (Block 9) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor; and
 - (b) a chargee to enter into and register against the title to the Lands, a direct agreement with the City providing that in the event the chargee takes possession of or transfers the “**Central Park**” (Block 9) portion of the Lands or any portion thereof, the chargee shall assume all obligations of the Owner under this Agreement relating to the “**Central Park**” (Block 9) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor.
21. The Owner agrees that the Section 118 Restriction shall remain on title to the Lands forming the “Central Park” (Block 9), until such a time as required to fulfill the obligations under this Agreement to the satisfaction of the General Manager, P&R and the City Solicitor.

Block 9 Parkland Drainage Easement

22. Upon registration of the Draft Plan of Subdivision for Phase 1, the Owner shall convey the overland flow drainage easement on Blocks 5 and 7 to the City in accordance with the terms of the accepted Functional Servicing and Stormwater Management Report.
23. The Owner shall, from time to time and all times hereafter fully indemnify and save harmless the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them, from and against all actions, causes of action, suits, claims and other proceedings which may be brought against or made upon the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them, and from and against all loss, liability, judgment, costs, charges, demands, damages or expenses which the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them may sustain, suffer or be put to resulting from or arising out of:
 - a. the failure of the Owner to construct, repair and maintain the overland flow drainage easement in accordance with the terms of the accepted Functional Servicing and Stormwater Management Report;
 - b. surcharge, rupture, collapse or any other failure of the City's storm sewer system caused by the Owner; and
 - c. any loss, damage or injury (including death resulting from injury) to any person or property, howsoever caused directly or indirectly, resulting from or sustained by reason of any act or omission of the Owner or any person for whom it is in law responsible in connection with this Agreement.

Parkland – Dedication and Obligations

24. Prior to the issuance of the first Above-Grade Building Permit for Phase 1, the Owner shall:
 - a. convey, in fee simple to the City, a minimum of 4,551 square metres of land for public park purposes in the general location identified on [DIAGRAM/MAP IN ZONING BY-LAW] (the “**Central Park**”) to the satisfaction of General Manager, P&R and where the Parkland shall fully satisfy the Owner’s *Statutory Parkland Dedication* requirement;
 - b. convey the “Central Park” (Block 9) free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances, unless otherwise permitted in writing by the General Manager, P&R or as otherwise permitted by this Agreement, and free and clear of all title encumbrances including, but not limited to all easements, rights-of-way, leases, charges, and encroachments, including surface and subsurface easements, to the satisfaction of General Manager, P&R and the City Solicitor; and
 - c. complete the environmental obligations outlined in this Agreement to the satisfaction of General Manager, P&R.
25. Prior to the issuance of the first Building Permit for Phase 1, the Owner shall:

- (a) submit separate plans and cost estimates for the proposed Base Park Improvements and the Above Base Park Improvements (the “**Park Improvements**”) for the “**Central Park**” (Block 9); and
- (b) post a separate Financial Security to secure the Park Improvements in the amount of 120% of the value of each of the Base Park Improvements (“**Base Park Improvements Security**”) and the Above Base Park Improvements (“**Above Base Park Improvements Security**”) for the “**Central Park**” (Block 9) to the satisfaction of General Manager, P&R. This Financial Security shall be held for the installation and warranty of the Park Improvements. No credit shall be given toward the Parks and Recreation component of the Development Charges for costs associated with the Base Park Improvements.

26. The Owner shall design and construct the public parks including Base Park Improvements and Above Base Park Improvements on the “**Central Park**” (Block 9) to the satisfaction of the General Manager, P&R.

Setbacks

27. Prior to the conveyance of the “**Central Park**” (Block 9) to the City, the “**Central Park**” (Block 9) shall be deemed to be parkland in respect of the limiting distance requirements of the *Building Code Act*. The Owner must design Buildings on the Lands to achieve *Building Code* setbacks related to fire separation on their own site on the portions of any Building that abuts the “**Central Park**” (Block 9). A five (5) metre setback shall apply to any Building located next to the “**Central Park**” (Block 9) or, the required setbacks which meet the *Building Code* for fire separation, whichever is greater. Prior to the issuance of the first Above-Grade Building Permit for Phase 1, the Owner shall be required to demonstrate that the *Building Code* requirements have been achieved to the satisfaction of General Manager, P&R and Chief Building Official. The City shall not be entering into a limiting distance agreement under the *Building Code Act* for the “**Central Park**” (Block 9).

Parkland Conveyance – Environmental Obligations

28. Prior to conveying the “**Central Park**” (Block 9) to the City, the Owner shall:

- (a) submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner’s Qualified Person describing the lands to be conveyed to the City, and identifying what environmental documentation shall be provided to the City’s peer reviewer to support the “**Central Park**” (Block 9) conveyance;
- (b) 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 O. Reg. 153/04 insurance requirements or such greater amount specified by the Chief Engineer and copy to the General Manager, P&R; pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (approximately 14%), and submit an initial deposit of \$10,000.00 toward the cost of the peer review in the form of a certified cheque, to the Chief Engineer and submit further deposits when

requested to cover all costs of retaining a third-party peer reviewer;

- (c) submit, to the satisfaction of the City's peer reviewer, all environmental site assessment reports prepared in accordance with O. Reg. 153/04 that describe 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;
- (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 Chief Engineer for peer review and concurrence, which states:
 - (i) In the opinion of the Qualified Person:
 - (A) it is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - (B) to the extent that the opinion in Section B.28(d)(i)(A) of this Agreement 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:
 - (A) the applicable Ministry of the Environment, Conservation and Parks, or any such successors, 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
 - (B) the Property Specific Standards as approved by the Ministry of the Environment, Conservation and Parks, or any such successors, 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 Section B.28(d) of this Agreement, shall include a Reliance Letter that is dated and signed by the Owner's Qualified Person 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 O. Reg. 153/04, insurance requirements or such greater amount specified by the Chief Engineer.

- (f) For conveyance of lands requiring a 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, to the Chief Engineer and to General Manager, P&R.

Base Park Improvements

29. The Owner, at its expense, shall be responsible for base park construction and installation. The base park improvements 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. Where lands have been environmentally risk assessed in accordance with the Ministry of the Environment, Conservation and Parks, including its successors and predecessor's regulations, the required depth profile of the environmental soil / soft cap shall be 1.5 metres of engineered fill compacted to 95% SPD and certified by the consulting engineer:
 - (i) in the case of a risk-assessed site, all materials brought on site shall comply with the site-specific standards outlined in the Certificate of Property Use and in accordance with the *Environmental Protection Act* and O. Reg. 153/04; and
 - (ii) in the case where no risk assessment of the site is required, all materials brought on site shall comply with Table 3 RPI standards, incorporated by reference into O. Reg. 153/04;
- (c) sodding #1 nursery grade;
- (d) fencing, where deemed necessary;
- (e) sanitary and storm service connections with manholes at the streetline;
- (f) stormwater detention tank;
- (g) water and electrical service connections (minimum water: 50mm to the streetline including backflow preventers, shut off valves, water metre and chamber; electrical connection to the streetline and electrical panel in a lockable cabinet (100 Amp service));
- (h) street trees along all public road allowances abutting City-owned parkland;
- (i) standard park sign (separate certified cheque required in the amount of \$3,000.00);
- (j) all work is to be completed to the satisfaction of the General Manager, P&R.

(collectively, the “**Base Park Improvements**”)

30. The Owner agrees that all mechanical elements of the Base Park Improvements referred to in Section B.29 of this Agreement are to be designed and installed so that they function independently and so that the operational controls are accessible other than through private property.
31. The Owner shall provide documentation from a Qualified Person that any fill or topsoil brought onto the “**Central Park**” (Block 9) in accordance with Section B.28 of this Agreement meets all applicable laws, regulations and guidelines for use in a Public Park, including O. Reg 153/04, to the satisfaction of the General Manager, P&R.
32. The construction of the Base Park Improvements on the “**Central Park**” (Block 9) shall be completed, within two (2) years after the issuance of the first Above-Grade Building Permit for Phase 1 to the satisfaction of the General Manager, P&R. Unforeseen delays (e.g. weather) resulting in the late delivery of the “**Central Park**” (Block 9) shall be taken into consideration and at the discretion of the General Manager, P&R when determining a revised delivery date for the “**Central Park**” (Block 9). Should the Owner enter into an agreement contemplated by Section B.84 of this Agreement, the timing of certain Base Park Improvements may be delayed at the discretion of the General Manager, P&R. The Owner agrees that any approved delayed Base Park Improvements shall be commenced immediately once Section B.85 of this Agreement has been completed to the satisfaction of the General Manager, P&R.
33. Should the Owner undertake Base Park Improvements on the “**Central Park**” (Block 9) following conveyance of the “**Central Park**” (Block 9) to the City, the Owner shall apply for and obtain the written permission from the General Manager, P&R, prior to conveyance of the “**Central Park**” (Block 9) to the City and should the General Manager, P&R grant such permission, the Owner must obtain a Park Access Agreement (“**PAA**”) from the General Manager, P&R. The PAA shall 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, P&R. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner, or their agent, on the “**Central Park**” (Block 9).

Escalation of Base Park Improvements Security

34. After a period of one (1) year from the date of issuance of the Above-Grade Building Permit for Phase 1:
 - (a) if the Base Park Improvements for the “**Central Park**” (Block 9) are not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Base Park Improvements Security held by the City, at the discretion of the General Manager, P&R, by an amount equal to the Construction Price Index for the year previous, and
 - (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Base Park Improvements Security held by the City, at the discretion of the General Manager, P&R, by the amount of the Construction Price Index for the previous year.

Park Design and Construction

Temporary Fencing

35. Prior to conveyance of the “**Central Park**” (Block 9), the Owner shall be responsible for the installation and maintenance of temporary fencing around the “**Central Park**” (Block 9) and after the conveyance of the “**Central Park**” (Block 9), and until such time as the “**Central Park**” (Block 9) is completed to the satisfaction of the General Manager, P&R, the Owner shall continue to maintain the temporary fencing on the “**Central Park**” (Block 9) as may be required. This section shall be interpreted so as to provide consent to the Owner to erect, maintain and repair the temporary fencing on the “**Central Park**” (Block 9) conveyed to the City.

Parkland Grading and Drainage

36. Prior to conveyance of the “**Central Park**” (Block 9), the Owner shall ensure that the grading and drainage of the adjacent development blocks are consistent with the grades of the “**Central Park**” (Block 9) to the satisfaction of the General Manager, P&R and Chief Engineer.
37. After conveyance of the “**Central Park**” (Block 9), but before the “**Central Park**” (Block 9) is accepted by the General Manager, P&R, the Owner shall ensure that the grading and drainage of the “**Central Park**” (Block 9) is consistent with the grade of the adjacent lands to the satisfaction of the General Manager, P&R and the Chief Engineer.

Above Base Park Improvements

38. In addition to the Base Park Improvements, the Owner shall design and construct Above Base Park Improvements for the “**Central Park**” (Block 9) beyond the Base Park Improvements (the “**Above Base Park Improvements**”).
39. The Above Base Park Improvements for the “**Central Park**” (Block 9) shall be completed to the satisfaction of the General Manager, PFR within two years after the issuance of the first Above-Grade Building Permit for Phase 1.

Credit Against DCs For Above Base Park Improvements

40. The Owner agrees to design and construct the Above Base Park Improvements to the “**Central Park**” (Block 9), for a Development Charge credit against the Parks and Recreation component of the Development Charges, to the satisfaction of the General Manager, P&R. The Development Charge credit shall be in an amount that is the lesser of the cost to the Owner of installing the Above Base Park Improvements, as approved by the General Manager, P&R, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City’s Development Charges By-law, as may be amended from time to time.
41. The Owner agrees that should the cost to construct the Above Base Park Improvements as approved by the General Manager, P&R be less than the development charge credit described in Section B.40 of this Agreement, the difference shall be paid to the City by certified cheque prior to a reduction of the Financial Security for the Above Base Park

Improvement as set out in Section B.76 of this Agreement.

Calculation of Cost of Above Base Park Improvements to Include

42. The calculation of the cost of the Above Base Park Improvements shall include the costs of design, public consultation, working drawings & specifications, construction labour and materials, general supervision during construction, any required permits & agencies approvals, contract administration, inspection and testing and certification of completions to the satisfaction of the General Manager, P&R.

Calculation of Cost of Above Base Park Improvements Not to Include

43. The calculation of the cost of the Above Base Park Improvements shall not include the costs below of the Owner:
- (a) all head office, administration and overhead costs;
 - (b) the costs of financing the park improvements;
 - (c) the costs associated with the provision of any insurance;
 - (d) any costs incurred by the Owner or damages paid by the Owner resulting from actions or claims made against the Owner arising in any way from the provision by the Owner of the Park Improvements, including the Owner's control and occupation of the "**Central Park**" (Block 9); and
 - (e) the costs of settling the terms of this Agreement.

Escalation of Above Base Park Improvements Security

44. After a period of two (2) years from the date of issuance of the Above-Grade Building Permit for Phase 1:
- (a) if the Above Base Park Improvements for the "**Central Park**" (Block 9) are not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Above Base Park Improvements Security held by the City by an amount equal to the Construction Price Index for the year previous, and
 - (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Above Base Park Improvements Security held by the City by the amount of the Construction Price Index for the previous year.

Contract Implementation for Above Base Park Improvements

Owner to Design and Construct in Consultation

45. The Owner shall be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, P&R. Areas to be addressed in the design of the "**Central Park**" (Block 9) are: park programming, structural integrity, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the

“Central Park” (Block 9) shall be at the discretion of the General Manager, P&R. The Owner agrees that the park design process shall include a minimum of one (1) public consultation meeting and that the consulting Landscape Architect shall actively participate in the public consultation process and other meetings with City Staff, stakeholders, and other agencies as may be required in the context of refining the Park Submission.

Drawings to be Approved

46. All design and tender drawings as well as construction documents shall be submitted for review and approval by the General Manager, P&R before any agreement is entered into for the construction of the Park Improvements. The process shall include the submission of interim design and cost estimates for review by the General Manager, P&R at approximately 30%, 60%, 90% and 100% design stages.
47. Prior to Site Plan Approval for Phase 1, the Owner is required to submit working drawings, specification and landscape plans showing the scope and detail of the work for the Above Base Park Improvements for the **“Central Park”** (Block 9) to at least the level of thirty per cent (30%) for review and approval by the General Manager, P&R (the **“Park Submission”**).
48. After the submission of the Park Submission for the **“Central Park”** (Block 9), the Owner and the City shall work cooperatively to finalize the Park Submission and make any amendments thereto, as required, to provide the 100% complete construction drawings, including a context map, site preparation plan, tree preservation or removal plan, landscaping plan, electrical plan, servicing plan, irrigation plan, together with supporting materials and documentation as may be required (the **“Approved Park Submission”**) and the Approved Park Submission shall be submitted and approved prior to issuance of the Above-Grade Building Permit for Phase 1 to the satisfaction of the General Manager, P&R. At the discretion of the General Manager, P&R, the Approved Park Submission may be less than 100% complete construction drawings accepted at the issuance of the first Above-Grade Building Permit for Phase 1.

Landscape Architect

49. The Park Improvements shall be designed and their construction and installation shall be supervised by a firm of consulting landscape architects, which is acceptable to the General Manager, P&R, at the Owner’s expense and the consulting Landscape Architect shall be the Owner’s primary contact with the General Manager, P&R regarding the design and construction of the Park Improvements.
50. The Landscape Architect fee shall be a maximum of a standard amount as determined by the General Manager, P&R based on the Ontario Association of Landscape Architects (OALA) Fee Guide for Landscape Architectural Services 2023.

Stamp

51. All design drawings shall carry the signature and stamp of a Landscape Architect who is responsible for the designs.
52. The Owner agrees that the construction of the Above Base Park Improvements is to be

tendered as a discrete package, separate from all other work and the Owner shall:

- (a) prior to issuance of a tender, provide the General Manager, P&R with:
 - (i) copies of all relevant project documentation including documentation released to proposed contractors or subcontractors in respect of the Park Improvements and the results of responses received;
 - (ii) all plans and drawings, to be submitted to any contractor retained by the Owner; and
 - (iii) a description of the proposed products and materials.
- (b) Provide copies of completed and returned tender bids are to be reviewed by the General Manager, P&R prior to contractor selection, and final contractor selection is to have approval by the General Manager, P&R.

Copy of Hiring Agreement

53. The Owner shall file a copy of the hiring agreement or contract between the Owner and the Landscape Architect consulting firm with the General Manager, P&R before any design drawings are approved.

Contents of Hiring Agreement

54. The hiring agreement or contract shall include, but not be limited to, design, public consultation, preparation of all working drawings and specifications, contract administration, general supervision during construction and certification of all completed work to the satisfaction of the General Manager, P&R.

55. The Parties acknowledge that they shall cooperate to ensure that by at least six months after the issuance of any Building Permit for Phase 1, the City shall have provided the framework to the Owner for hiring a qualified Landscape Architect consulting firm or team, which framework may include, but not be limited to:

- (a) the skills, qualifications and experience of the qualified consulting firm or consulting team;
- (b) a work program including phases, deliverables, and project meetings;
- (c) the ability to work with a local working group comprised of representatives from the resident's association, the BIA, the Ward Councillor's Office, the Owner, City staff, and any other groups whose participation is required;
- (d) the ratio of design fees to the overall budget for the design and construction of the park; and
- (e) design and park planning guidelines and a draft park program.

56. The Owner agrees that upon receiving that framework, the Owner shall retain a Landscape Architect consulting firm or team that meets this framework to the satisfaction of the General Manager, P&R.

Result of Tender Bids

57. If, during the tender/pricing process and prior to entering into a construction contract, based on bids received the Owner determines that the anticipated cost of the Above Base Park Improvements is expected to be significantly less than as estimated in the Approved Park Submission, the Owner shall so advise the City and, in consultation with the General Manager, P&R, may be required to adjust the scope of work for the Above Base Park Improvements and modify the construction drawings, as necessary, to the satisfaction of the General Manager, P&R such that anticipated costs more closely reflect the original estimated amount.
58. If, during the tender/pricing process and prior to entering into a construction contract, based on bids received, the Owner determines that anticipated cost of the Above Base Park Improvements is expected to be greater than the Parks and Recreation component of the Development Charges, for which the Owner shall receive a credit as contemplated in Section 40 of this Agreement, the Owner shall so advise the City, and:
- (a) the City may, entirely at its own election, agree to accept responsibility for any additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the Above Base Park Improvements based on the Approved Park Submission;
 - (b) the Owner may, entirely at its own election, agree to accept responsibility for any additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the Above Base park improvements based on the Approved Park Submission;
 - (c) the City and the Owner may agree to any combination of Sections B.58(a) and B.58(b) of this Agreement; or
 - (d) if neither the City nor the Owner elect to accept responsibility for additional costs, the Owner shall adjust the scope of work for the Above Base Park Improvements, modify the construction drawings and re-tender the project as applicable, to the satisfaction of the General Manager, P&R so that the anticipated costs shall more closely reflect an amount less than the original estimated amount so that the cost to be incurred by the Owner is approximately equal to the credit received by the Owner from the City in relation to the Parks and Recreation component of the Development Charges.

Final contract documents

59. Prior to finalizing the contract documents following the bid and tender process, the Owner shall ensure that the contract documents are satisfactory to the General Manager, P&R and that the General Manager, P&R has approved the successful contractor(s).
60. Prior to the commencement of the construction of the Above Base Park Improvements, the Owner shall file with the General Manager, P&R true copies of all contracts respecting such construction (including all schedules and drawings) and a list identifying the subcontractors proposed to be engaged; and the Owner agrees, all plans and drawings, as submitted to any contractor or sub-contractor retained by the Owner,

shall carry the seal of and be signed by the Landscape Architect as being the Approved Park Submission.

Changes to contracts

61. If the Owner terminates or permits the termination of any agreement pursuant to which a contractor is obliged to carry out and complete the construction of any of the Park Improvements, or amends or alters such agreement or permits it to be amended or altered in such a way that the obligations of such a contractor are reduced or otherwise altered substantially, or engages or permits the engagement of any contractor other than the contractor or contractors named in the agreement or agreements delivered to the General Manager, P&R or any subcontractor other than the subcontractors identified on the approved list, the Owner shall give written notice thereof to the City and the Owner shall obtain the consent of the General Manager, P&R to any such termination, amendment, alteration or hiring, provided nothing herein shall be contrary to the requirements of this Agreement.

Owner to Advise of Commencement

62. The Owner shall not commence the construction of the Above Base Park Improvements without giving reasonable prior written notice to the General Manager, P&R that it intends to commence the work and the Owner shall proceed in accordance with the construction schedule included in the Approved Park Submission.

Meetings and Inspection during construction

63. The General Manager, P&R shall be given access to and opportunity to participate in all construction meetings and the Owner shall notify the General Manager, P&R of all meetings and any critical or emergency meetings (with a minimum two (2) business days' notice, where feasible, so the General Manager, P&R can arrange to attend).
64. The General Manager, P&R shall be entitled, at any reasonable time, without giving prior notice, to enter upon the Lands to inspect the construction of the Park Improvements, including progress and quality of work, and all contracts for the construction of the Above Base Park Improvements shall make appropriate provision for the same.

Changes to Contract Terms

65. The Owner and the City acknowledge and agree that:
 - (a) all proposed changes to the construction contract(s), including change orders, are required to be submitted for prior written approval to the General Manager, P&R for review in a reasonably prompt and timely manner; and
 - (b) the General Manager, P&R reserves the right to have changes removed at the Owner's cost, in the event they are made without the prior approval of General Manager, P&R.

Progress Certificates

66. If requested by the General Manager, P&R, the Owner shall require the Landscape Architect to provide progress certificates which include details respecting the status of completion, amounts paid and due on construction contracts, amount of holdbacks required under the Construction Act or other applicable legislation.

Parkland – Completion and Acceptance

67. Should the Owner undertake Above Base Park Improvements on the “**Central Park**” (Block 9) following conveyance of the “**Central Park**” (Block 9) to the City, the Owner must obtain a PAA from the General Manager, P&R. The PAA shall 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, P&R. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner on the “**Central Park**” (Block 9).
68. The construction of Above Base Park Improvements to the “**Central Park**” (Block 9) shall be completed in accordance with the timing set out in Section B.39 of this Agreement. Unforeseen delays (e.g. weather) resulting in the late delivery of the “**Central Park**” (Block 9) shall be taken into consideration and at the discretion of the General Manager, P&R when determining a revised delivery date for the “**Central Park**” (Block 9). Should the Owner enter into an agreement contemplated by Section B.84 of this Agreement, the timing of the Above Base Park Improvements may be delayed at the discretion of the General Manager, P&R. The Owner agrees that the approved delayed Above Base Park Improvements shall be commenced immediately once Section B.85 of this Agreement has been complied with to the satisfaction of the General Manager, P&R.
69. The Owner shall complete the Park Improvements in accordance with the Approved Park Submission and terms of this Agreement to the satisfaction of the General Manager, P&R. Following completion of the Park Improvements, the Owner shall contact the General Manager, P&R to initiate inspections by City staff and consideration by the General Manager, P&R of acceptance of the “**Central Park**” (Block 9) by the City prior to its conveyance pursuant to this Agreement (“**Park Acceptance**”).
70. Prior to Park Acceptance by the City, the Owner shall, to the satisfaction of the General Manager, P&R:
 - (a) complete all Park Improvements to the satisfaction of the General Manager, P&R as confirmed through City inspections;
 - (b) ensure that all construction work is certified to substantial performance in accordance with the Construction Act and the Owner shall forward all documentation for substantial performance and release of holdbacks to the City for review and approval;
 - (c) hold back all amounts required to be held back by the Construction Act and the Owner shall be responsible for any vacating liens placed on the “**Central Park**” (Block 9) as a result of the design, construction and provision of the

Park Improvements to the City by the Owner as required by this Agreement;

- (d) cause the Landscape Architect to provide the General Manager, P&R with certification as to park completion verifying that the Park Improvements have been completed in accordance with the Approved Park Submission and the date of such completion;
- (e) provide documentation from a qualified environmental engineer certifying that any fill or topsoil brought onto the lands comprising the “**Central Park**” (Block 9) met all applicable laws, regulations and guidelines for use in a public park;
- (f) ensure that contractors or suppliers as appropriate, have provided appropriate training to City Staff or have demonstrated the operation and maintenance of any equipment or systems requiring special procedures;
- (g) have satisfied the environmental obligations set out in this Agreement; and
- (h) provide any other materials or documents as may be deemed relevant and necessary by the General Manager, P&R.

71. The Landscape Architect shall append the following to a park completion certificate to the satisfaction of the General Manager, P&R:

- (a) a description of the Park Improvements and statement as to the date of completion;
- (b) confirmation that the final payment has been issued with respect to the Park Improvements;
- (c) all documentation and certificates relating to the *Construction Act* confirming that there are no liens registered against the Lands, including the lands comprising the “**Central Park**” (Block 9);
- (d) all requisite compliance letters, certificates, inspection and test results, including environmental compliance contemplated herein;
- (e) all licenses or permits for equipment or systems;
- (f) all owner’s and maintenance manuals for any and all equipment, machinery, devices and appurtenances;
- (g) a complete set of as-built drawings in hard copy (two (2) full size bond and one (1) set 11x17 format) and digital format (CD or USB, in the latest version of AutoCAD, and as PDFs) which include but are not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meetings, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals, etc. The files are to be organised in folders, including a file index and submitted;

- (h) certified grading plans;
- (i) all warranties, certificates or documents for all equipment, machinery, devices and systems as transferred to the City;
- (j) spare or replacements parts, special tools and other such items as may be provided by the manufacturer;
- (k) a statement as to the actual total cost of the Park Improvements as constructed; and
- (l) such other similar types of information or materials relating to the Park Improvements.

(the “**Park Completion Certificate**”).

72. Within a reasonable time of receipt of the Park Completion Certificate from the Landscape Architect, the General Manager, P&R shall forward to the Owner and the Landscape Architect either:

- (a) a notice of acceptance of the Park Completion Certificate; or
- (b) a list of deficiencies (the “**Park List of Deficiencies**”).

73. Upon receipt of a Park List of Deficiencies, the Owner:

- (a) shall promptly remedy any defects or deficiencies contained therein; and
- (b) upon completion, cause the Landscape Architect to issue a replacement Park Completion Certificate and accompanying materials as applicable.

74. Upon receipt of a replacement Park Completion Certificate from the Landscape Architect pursuant to Section B.71 of this Agreement, the General Manager, P&R shall, if satisfied, issue a notice of acceptance (the “**Park Notice of Acceptance**”) and the replacement Park Completion Certificate shall be deemed to be the approved Park Completion Certificate.

Construction Act Matters

75. If any lien is claimed pursuant to the *Construction Act* for the supply of services or material in connection with the said work, the Owner shall be considered to be in default unless all such liens are discharged or vacated within twenty (20) days of the Owner becoming aware of such lien, including, without limitation, service of a statement of claim or notification by the City of any claim, and if the Owner does not discharge or vacate such liens, the City may, in its absolute discretion, use the Financial Security deposited by the Owner for the Park Improvements to pay into court any amounts required to vacate all liens plus costs of such lien or liens, if not paid forthwith after a written demand by the City to the Owner. Further, the Owner shall indemnify the City against any claims, actions or demands in connection with the said work and all costs reasonably incurred by the City as a result of such claims, actions or demands.

20% for two years

76. On receipt of the Park Completion Certificate acceptable to the General Manager, P&R, the City shall reduce both the Base Park Improvements Security and the Above Base Park Improvements Security held pursuant to this Section, retaining an amount equivalent to twenty percent (20%) of the original amount of each of the Base Park Improvements Security and Above Base Park Improvements Security to guarantee quality of work and materials for two (2) years.

Two-Year Park Improvements Warranty

77. The Owner shall correct or cause to be corrected at its own expense and to the satisfaction of the General Manager, P&R any defects or deficiencies in any portion of the Park Improvements appearing within a period of two (2) years after the Park Completion Certificate has been accepted together with any damage that may occur to any other portions of the Park Improvements resulting from any such corrections arising from this Section (“**Park Guarantee Period**”).

City may Correct Work

78. If the General Manager, P&R deems at any time during such Park Guarantee Period that any of the Park Improvements are defective or unsuitable, the General Manager, P&R may, following thirty (30) days’ notice having been provided to the Owner in writing giving the Owner an opportunity to remedy, draw on the Financial Security, and apply such monies to pay for part or all of the costs to correct such deficiencies or to do such maintenance, including the City’s management fee equal to twenty percent (20%) of the total cost of the required work. It is understood that the cost of workers employed to do such work, whether or not such workers are normally employed by the City, may be paid for by drawing on the Base Park Improvements Security and/or Above Base Park Improvements Security.

Final Parkland Acceptance Certificate

79. Not later than thirty (30) days prior to expiry of the Park Guarantee Period for the Park Improvements, the Owner shall arrange with the General Manager, P&R for a final inspection of that portion of the Park Improvements and shall deliver a final acceptance certificate from the Landscape Architect in a form satisfactory to the General Manager, P&R certifying there are no defects or deficiencies in such Park Improvements referred to therein (the “**Final Park Acceptance Certificate**”).
80. Upon receipt of the Final Park Acceptance Certificate and provided that the General Manager, P&R is satisfied that there are no outstanding defects or deficiencies, the General Manager, P&R shall so advise the Owner in writing and the Park Guarantee Period shall expire for such Park Improvements upon the expiry of the Park Guarantee Period at which time the “**Central Park**” (Block 9) is fully assumed by the City and the outstanding Base Park Improvements Security and the outstanding Above Base Park Improvements Security shall be fully refunded to the Owner.

Warranty Extended Until Final Inspection

81. If the Owner fails to arrange the final inspection of any Park Improvements with the General Manager, P&R within the time frame provided for in this Section, the Park Guarantee Period and Owner's warranty respecting such Park Improvements shall be deemed to be extended until the date of such final inspection, certificate delivery and acceptance thereof.

General Manager, P&R may Implement Park Improvements

82. Notwithstanding any other provision of this Agreement, if at any time the General Manager, P&R in their sole discretion is dissatisfied with the progress of the Owner in implementing the Park Improvements, the General Manager, P&R may, following thirty (30) days' notice having been provided to the Owner in writing giving the Owner an opportunity to address the concerns of the General Manager, P&R, in its unfettered discretion draw on the Financial Security and apply such monies to pay for part or all of the costs to complete the implementation of the park improvement process, including the City's management fee equal to twenty percent (20%) of the total cost of the required work. It is understood that the cost of workers employed to do such work, whether or not such workers are normally employed by the City, may be paid for by drawing on the Financial Security.

Park Improvement Documentation to Belong to the City

83. The Owner acknowledges and agrees that all documentation comprising any description of the Park Improvements, along with all drawings, correspondence, documentation and information provided to the City by the Landscape Architect and/or contractor in connection with, or arising out of the construction of the Park Improvements, once received by the City:

- (a) shall become the property of the City; and
- (b) shall become subject to *MFIPPA*, and may be released.

Parkland Occupation - Construction Staging

84. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed "**Central Park**" (Block 9) is prohibited unless an agreement, other than a PAA, has been obtained from the General Manager, P&R. The City shall work in good faith with the Owner to enter into an agreement permitting the stockpiling of any soils or materials or use of the conveyed "**Central Park**" (Block 9) as an interim construction staging area and, if approved, such agreement shall 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, P&R. Should there be any permitted staging on the "**Central Park**" (Block 9), the Owner shall provide further confirmation from Practitioner that such permitted staging works shall not adversely impact, in any way, the reliance to be extended to the City for the "**Central Park**" (Block 9) from the Practitioner. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner on the "**Central Park**" (Block 9). Any

compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.

85. The Owner shall be required to provide an environmental assessment report, prepared by a Qualified Person, at the end of the permitted occupation to verify that the “**Central Park**” (Block 9) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland purposes. If deemed necessary, the Owner may be required to provide a RSC after the staging period. The Owner shall be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum and for another RSC if required. The construction of the “**Central Park**” (Block 9) shall recommence only after the verification that the “**Central Park**” (Block 9) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland purposes.

Urban Forestry – PHASE 1

86. Prior to registration of the Draft Plan of Subdivision for Phase 1, the Owner shall submit to the Supervisor of Urban Forestry, Tree Protection & Plan Review, an *Application to Injure or Destroy Trees on City/Private Property* with application fees involving three (3) City trees, Trees no. 449, 450, & 451, in the amount of \$1,234.05 (subject to annual change) in accordance with the Arborist Report prepared by PFS Studio, dated January 16, 2025.
87. Prior to the registration of the Draft Plan of Subdivision for Phase 1, the Owner shall submit in the form of an irrevocable Letter of Credit, credit card, or certified cheque payable to the Treasurer, City of Toronto, to the Supervisor of Urban Forestry, Tree Protection & Plan Review, a Tree Planting Security deposit for forty (40) new City street trees proposed for planting on the new public street, in the amount of \$23,320.00 in accordance with the Landscape & Tree Preservation Plan prepared by PFS Studio, dated January 16, 2025.
88. Prior to the registration of the Draft Plan of Subdivision for Phase 1, the Owner shall submit payment, in the form of a credit card, or certified cheque payable to the Treasurer, City of Toronto, to the Supervisor of Urban Forestry, Tree Protection & Plan Review, the Appraised Tree Value for three (3) City trees, Trees no. 449, 450, & 451 proposed for removal, in the amount of \$1,749.00.
89. Prior to the registration of the Draft Plan of Subdivision for Phase 1, the Owner shall submit to Urban Forestry Supervisor at tpprnorth@toronto.ca a letter/email with photos documenting that the installed tree protection hoarding and signage has been installed for the City 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 Urban Forestry on behalf of the General Manager of Parks, Forestry & Recreation. This letter/email should be submitted prior to construction beginning.
90. Prior to the registration of the Draft Plan of Subdivision for Phase 1, the Owner shall submit to the Supervisor of Urban Forestry, Tree Protection & Plan Review at tpprnorth@toronto.ca, a complete *Agreement for Arborists Retained by Private Property*

Owners to Undertake Work on City Trees, WSIB Certificate, and Certificate of Insurance for work on City-owned trees.

91. Prior to the registration of the Draft Plan of Subdivision for Phase 1, the Owner shall obtain a permit from Urban Forestry for any by-law regulated tree injury or removal impacted by the subdivision.

Ravine and Natural Feature Protection – PHASE 1

92. Prior to the issuance of site plan approval for Phase 1, the Owner shall submit a Ravine Stewardship Plan including buffer naturalization to the satisfaction of RNFP. The Ravine Stewardship Plan shall cover the entirety of Block 8 including the buffer.
93. Prior to the issuance of site plan approval for Phase 1, the Owner shall submit a chronological, itemized cost estimate to the satisfaction of RNFP. The cost estimate is to show to the cost of preparing, implementing, installing and/or maintaining the Ravine Stewardship Plan to the satisfaction of RNFP.
94. Prior to the issuance of site plan approval for Phase 1, the Owner shall post a Letter of Credit in the form and from an institution, acceptable to the City Treasurer, equivalent to one hundred and twenty percent (120%) of the value of the Ravine Stewardship Plan, as a Financial Security, to guarantee the delivery of said Plan to the satisfaction of RNFP. Should the Owner and RNFP agree for Urban Forestry to complete the Plan, the Owner agrees to provide the City with the cash-in-lieu equivalent of implementing the Plan to the satisfaction of RNFP prior to approval of the first site plan application for Phase 1.
95. The Owner shall complete implementation of the Ravine Stewardship Plan in accordance with the approved Plan and to the satisfaction of RNFP. Any proposed revisions or substitutions to the ravine stewardship plan shall first be approved by RNFP. Once the ravine stewardship has been completed, notify RNFP at rnfp@toronto.ca to arrange for an inspection of the site.

C - PHASE 2 – CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL

PHASE 2: Phase 2 is comprised of Block 1, Block 2, Block 3 (Residential), Block 10 (Park) and two new Streets B and C.

Expiry Date

Draft approval of Phase 2 of this subdivision is in effect until _____. Without otherwise fettering its authority or jurisdiction, at its discretion, the City may, prior to _____, elect to modify some or all of the conditions of draft approval

Engineering and Construction Services – PHASE 2

New Public Street – Street “B” and Street “C”

1. The Owner shall pay all costs to design and construct the proposed new public street and any alterations required to existing streets.
2. The Owner shall design and construct proposed 18.5m wide municipal road in accordance with the City of Toronto Development Infrastructure Policy and Standards (DIPS) - City of Toronto Drawing No. DIPS-2A modified with 2.1 metres wide concrete sidewalk along both sides of the street to satisfaction of the Chief Engineer & Executive Director of Engineering and Construction Services.
3. The Owner agrees and acknowledges to construct the municipal servicing and stormwater management measures in accordance with accepted Phasing Plan and Functional Servicing and Stormwater Management Report.

Drainage Easement

4. Upon Plan Registration for Phase 2, the Owner shall convey proposed overland flow drainage easement to the City in accordance with the terms of the accepted Functional Servicing and Stormwater Management Report.
5. The Owner shall, from time to time and all times hereafter fully indemnify and save harmless the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them, from and against all actions, causes of action, suits, claims and other proceedings which may be brought against or made upon the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them, and from and against all loss, liability, judgment, costs, charges, demands, damages or expenses which the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them may sustain, suffer or be put to resulting from or arising out of:
 - (a) the failure of the Owner to construct, repair and maintain the overland flow drainage easement in accordance with the terms of the accepted Functional Servicing and Stormwater Management Report;
 - (b) surcharge, rupture, collapse or any other failure of the City's storm sewer system

caused by the Owner; and

- (c) any loss, damage or injury (including death resulting from injury) to any person or property, howsoever caused directly or indirectly, resulting from or sustained by reason of any act or omission of the Owner or any person for whom it is in law responsible in connection with this Agreement.

Transportation Services – PHASE 2

New Public Street B and C

- 6. Prior to earlier of registration of the Plan of Subdivision and release for construction of services of Phase 2, the Owner shall submit a financial guarantee in the form of an irrevocable letter of credit or certified cheque (amount to be determined) to the City of Toronto for the construction of the new public street (Street B and C). This includes all required sidewalks, parking lay-bys, and other features to be determined as part of the design process, to the satisfaction of the General Manager, Transportation Services.
- 7. Six months prior to the assumption of Street ‘B’ and Street ‘C’, the Owner shall obtain approval from City council for the proposed All-Way-Stop sign at the intersection of the two proposed streets.
- 8. Upon completion of the ultimate future public road network, the temporary easement provided for Phase 1 must be removed, and Street A modified for the ultimate future condition to the satisfaction of the General manager, Transportation Services.

Parks – PHASE 2

- 9. Prior to the registration of the Plan of Subdivision for Phase 2, the Owner shall pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide all legal descriptions and applicable reference plans of survey for the “**South Park**” (Block 10) to the satisfaction of the City Solicitor.

Section 118 Restriction

- 10. Concurrently with the registration of the Phase 2 Subdivision Agreement between the Owner and the City for the Lands, the Owner shall register a Section 118 Restriction on title to the “**South Park**” (Block 10), in a form and with priority to the satisfaction of the City Solicitor, pursuant to the *Land Titles Act*, restricting any transfer or charge of the Lands without the consent of the General Manager, P&R with regard to the “**South Park**” (Block 10).
- 11. The General Manager, P&R may in their sole discretion refuse to consent to a charge or transfer of the “**South Park**” (Block 10) (or any portion thereof) to a third party for any reason. Should the General Manager, P&R wish to consent to a transfer or charge, then prior to providing such consent, the General Manager, P&R shall require:

- (a) a transferee to enter into a direct agreement with the City to assume all obligations of the Owner under this Agreement relating to the **“South Park”** (Block 10) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor; and
 - (b) a chargee to enter into and register against the title to the Lands, a direct agreement with the City providing that in the event the chargee takes possession of or transfers **the “South Park”** (Block 10) portion of the Lands or any portion thereof, the chargee shall assume all obligations of the Owner under this Agreement relating to the **“South Park”** (Block 10) portion of the Lands or any portion thereof, in a form and with priority to the satisfaction of the City Solicitor.
12. The Owner agrees that the Section 118 Restriction shall remain on title to the Lands forming the **“South Park”** (Block 10), until such a time as required to fulfill the obligations under this Agreement to the satisfaction of the General Manager, P&R and the City Solicitor.

Parkland – Dedication and Obligations

13. Prior to the issuance of the first Above-Grade Building Permit for Phase 2, the Owner shall:
- (a) convey, in fee simple to the City, a minimum of 2,070 square metres of land for public park purposes in the general location identified on [DIAGRAM/MAP IN ZONING BY-LAW] (the **“South Park”** (Block 10)) to the satisfaction of General Manager, P&R and where the **“South Park”** (Block 10) shall partially satisfy the Owner’s **“Statutory Parkland Dedication”** requirement;
 - (b) convey the **“South Park”** (Block 10) free and clear above-grade and below-grade of all physical obstructions and easements, encumbrances, unless otherwise permitted in writing by the General Manager, P&R or as otherwise permitted by this Agreement, and free and clear of all title encumbrances including, but not limited to all easements, rights-of-way, leases, charges, and encroachments, including surface and subsurface easements, to the satisfaction of General Manager, P&R and the City Solicitor; and
 - (c) complete the environmental obligations outlined in this Agreement to the satisfaction of General Manager, P&R.
14. Prior to the issuance of the first Building Permit for Phase 2, the Owner shall:
- (a) submit separate plans and cost estimates for the proposed Base Park Improvements and the Above Base Park Improvements (the **“Park Improvements”**) for the **“South Park”** (Block 10); and
 - (b) post a separate Financial Security to secure the Park Improvements in the amount of 120% of the value of each of the Base Park Improvements (**“Base Park Improvements Security”**) and the Above Base Park Improvements (**“Above Base Park Improvements Security”**) for the **“South Park”** (Block 10) to the satisfaction of General Manager, P&R. This Financial Security shall

be held for the installation and warranty of the Park Improvements. No credit shall be given toward the Parks and Recreation component of the Development Charges for costs associated with the Base Park Improvements.

15. Prior to subdivision registration, the Owner shall pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide all legal descriptions and applicable reference plans of survey for the “**South Park**” (Block 10) to the satisfaction of the City Solicitor.
16. The Owner shall design and construct the public parks including Base Park Improvements and Above Base Park Improvements on the “**South Park**” (Block 10) to the satisfaction of the General Manager, P&R.

Setbacks

17. Prior to the conveyance of the “**South Park**” (Block 10) to the City, the “**South Park**” (Block 10) shall be deemed to be parkland in respect of the limiting distance requirements of the *Building Code Act*. The Owner must design Buildings on the Lands to achieve *Building Code* setbacks related to fire separation on their own site on the portions of any Building that abuts the “**South Park**” (Block 10). A five (5) metre setback shall apply to any Building located next to the “**South Park**” (Block 10) or, the required setbacks which meet the *Building Code* for fire separation, whichever is greater. Prior to the issuance of the first Above-Grade Building Permit for Phase 2, the Owner shall be required to demonstrate that the *Building Code* requirements have been achieved to the satisfaction of General Manager, P&R and Chief Building Official. The City shall not be entering into a limiting distance agreement under the *Building Code Act* for the “**South Park**” (Block 10).

Parkland Conveyance – Environmental Obligations

18. Prior to conveying the “**South Park**” (Block 10) to the City, the Owner shall:
 - (a) submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner’s Qualified Person describing the lands to be conveyed to the City, and identifying what environmental documentation shall be provided to the City’s peer reviewer to support the “**South Park**” (Block 10) conveyance;
 - (b) 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 O. Reg. 153/04 insurance requirements or such greater amount specified by the Chief Engineer and copy to the General Manager, P&R; pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (approximately 14%), and submit an initial deposit of \$10,000.00 toward the cost of the peer review in the form of a certified cheque, to the Chief Engineer and submit further deposits when requested to cover all costs of retaining a third-party peer reviewer;
 - (c) submit, to the satisfaction of the City’s peer reviewer, all environmental site

assessment reports prepared in accordance with O. Reg. 153/04 that describe 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;

- (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 Chief Engineer for peer review and concurrence, which states:
 - (i) In the opinion of the Qualified Person:
 - (A) it is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - (B) to the extent that the opinion in Section C.18(d)(i)(A) of this Agreement 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:
 - (A) the applicable Ministry of the Environment, Conservation and Parks, or any such successors, 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
 - (B) the Property Specific Standards as approved by the Ministry of the Environment, Conservation and Parks, or any such successors, 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 Section C.18(d) of this Agreement, shall include a Reliance Letter that is dated and signed by the Owner's Qualified Person 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 O. Reg. 153/04, insurance requirements or such greater amount specified by the Chief Engineer.
- (f) For conveyance of lands requiring a 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, to the Chief Engineer and to General Manager, P&R.

Base Park Improvements

19. The Owner, at its expense, shall be responsible for base park construction and installation. The base park improvements 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. Where lands have been environmentally risk assessed in accordance with the Ministry of the Environment, Conservation and Parks, including its successors and predecessor's regulations, the required depth profile of the environmental soil / soft cap shall be 1.5 metres of engineered fill compacted to 95% SPD and certified by the consulting engineer:
 - (i) in the case of a risk-assessed site, all materials brought on site shall comply with the site-specific standards outlined in the Certificate of Property Use and in accordance with the *Environmental Protection Act* and O. Reg. 153/04; and
 - (ii) in the case where no risk assessment of the site is required, all materials brought on site shall comply with Table 3 RPI standards, incorporated by reference into O. Reg. 153/04;
- (c) sodding #1 nursery grade;
- (d) fencing, where deemed necessary;
- (e) sanitary and storm service connections with manholes at the streetline;
- (f) water and electrical service connections (minimum water: 50mm to the streetline including backflow preventers, shut off valves, water metre and chamber; electrical connection to the streetline and electrical panel in a lockable cabinet (100 Amp service));
- (g) street trees along all public road allowances abutting City-owned parkland;
- (h) standard park sign (separate certified cheque required in the amount of \$3,000.00);
- (i) all work is to be completed to the satisfaction of the General Manager, P&R.

(collectively, the "**Base Park Improvements**")

20. The Owner agrees that all mechanical elements of the Base Park Improvements referred to in Section C.19 of this Agreement are to be designed and installed so that they function independently and so that the operational controls are accessible other than through private property.

21. The Owner shall provide documentation from a Qualified Person that any fill or topsoil brought onto the “**South Park**” (Block 10) in accordance with Section C.18 of this Agreement meets all applicable laws, regulations and guidelines for use in a Public Park, including O. Reg 153/04, to the satisfaction of the General Manager, P&R.
22. The construction of the Base Park Improvements on the “**South Park**” (Block 10) shall be completed, within two (2) years after the issuance of the first Above-Grade Building Permit for Phase 2 to the satisfaction of the General Manager, P&R. Unforeseen delays (e.g. weather) resulting in the late delivery of the “**South Park**” (Block 10) shall be taken into consideration and at the discretion of the General Manager, P&R when determining a revised delivery date for the “**South Park**” (Block 10). Should the Owner enter into an agreement contemplated by Section C.73 of this Agreement, the timing of certain Base Park Improvements may be delayed at the discretion of the General Manager, P&R. The Owner agrees that any approved delayed Base Park Improvements shall be commenced immediately once Section C.74 of this Agreement has been completed to the satisfaction of the General Manager, P&R.
23. Should the Owner undertake Base Park Improvements on the “**South Park**” (Block 10) following conveyance of the “**South Park**” (Block 10) to the City, the Owner shall apply for and obtain the written permission from the General Manager, P&R, prior to conveyance of the “**South Park**” (Block 10) to the City and should the General Manager, P&R grant such permission, the Owner must obtain a Park Access Agreement (“**PAA**”) from the General Manager, P&R. The PAA shall 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, P&R. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner, or their agent, on the “**South Park**” (Block 10).

Escalation of Base Park Improvements Security

24. After a period of one (1) year from the date of issuance of the Above-Grade Building Permit for Phase 2:
 - (a) if the Base Park Improvements for the “**South Park**” (Block 10) are not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Base Park Improvements Security held by the City, at the discretion of the General Manager, P&R, by an amount equal to the Construction Price Index for the year previous, and
 - (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Base Park Improvements Security held by the City, at the discretion of the General Manager, P&R, by the amount of the Construction Price Index for the previous year.

Park Design and Construction

Temporary Fencing

25. Prior to conveyance of the “**South Park**” (Block 10), the Owner shall be responsible for the installation and maintenance of temporary fencing around the “**South Park**” (Block 10) and after the conveyance of the “**South Park**” (Block 10), and until such time as the “**South Park**” (Block 10) is completed to the satisfaction of the General Manager, P&R, the Owner shall continue to maintain the temporary fencing on the “**South Park**” (Block 10) as may be required. This section shall be interpreted so as to provide consent to the Owner to erect, maintain and repair the temporary fencing on the “**South Park**” (Block 10) conveyed to the City.

Parkland Grading and Drainage

26. Prior to conveyance of the “**South Park**” (Block 10), the Owner shall ensure that the grading and drainage of the adjacent development blocks are consistent with the grades of the “**South Park**” (Block 10) to the satisfaction of the General Manager, P&R and Chief Engineer.
27. After conveyance of the “**South Park**” (Block 10), but before the “**South Park**” (Block 10) is accepted by the General Manager, P&R, the Owner shall ensure that the grading and drainage of the “**South Park**” (Block 10) is consistent with the grade of the adjacent lands to the satisfaction of the General Manager, P&R and the Chief Engineer.

Above Base Park Improvements

28. In addition to the Base Park Improvements, the Owner shall design and construct Above Base Park Improvements for the “**South Park**” (Block 10) beyond the Base Park Improvements (the “**Above Base Park Improvements**”).
29. The Above Base Park Improvements for the “**South Park**” (Block 10) shall be completed to the satisfaction of the General Manager, P&R within two years after the issuance of the first Above-Grade Building Permit for Phase 2.

Credit Against DCs For Above Base Park Improvements

30. The Owner agrees to design and construct the Above Base Park Improvements to the “**South Park**” (Block 10), for a Development Charge credit against the Parks and Recreation component of the Development Charges, to the satisfaction of the General Manager, P&R. The Development Charge credit shall be in an amount that is the lesser of the cost to the Owner of installing the Above Base Park Improvements, as approved by the General Manager, P&R, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City’s Development Charges By-law, as may be amended from time to time.
31. The Owner agrees that should the cost to construct the Above Base Park Improvements as approved by the General Manager, P&R be less than the development charge credit described in Section C.30 of this Agreement, the difference shall be paid to the City by certified cheque prior to a reduction of the Financial Security for the Above Base Park Improvement as set out in Section C.65 of this Agreement.

Calculation of Cost of Above Base Park Improvements to Include

32. The calculation of the cost of the Above Base Park Improvements shall include the costs

of design, public consultation, working drawings & specifications, construction labour and materials, general supervision during construction, any required permits & agencies approvals, contract administration, inspection and testing and certification of completions to the satisfaction of the General Manager, P&R.

Calculation of Cost of Above Base Park Improvements Not to Include

33. The calculation of the cost of the Above Base Park Improvements shall not include the costs below of the Owner:
- (a) all head office, administration and overhead costs;
 - (b) the costs of financing the park improvements;
 - (c) the costs associated with the provision of any insurance;
 - (d) any costs incurred by the Owner or damages paid by the Owner resulting from actions or claims made against the Owner arising in any way from the provision by the Owner of the Park Improvements, including the Owner's control and occupation of the "**South Park**" (Block 10); and
 - (e) the costs of settling the terms of this Agreement.

Escalation of Above Base Park Improvements Security

34. After a period of two (2) years from the date of issuance of the Above-Grade Building Permit for Phase 2:
- (a) if the Above Base Park Improvements for the "**South Park**" (Block 10) are not yet commenced as a result of delays by the Owner, the Owner shall increase the amount of the Above Base Park Improvements Security held by the City by an amount equal to the Construction Price Index for the year previous, and
 - (b) on each succeeding anniversary date beyond the said one (1) year, the Owner shall increase all of the Above Base Park Improvements Security held by the City by the amount of the Construction Price Index for the previous year.

Drawings to be Approved

35. All design and tender drawings as well as construction documents shall be submitted for review and approval by the General Manager, P&R before any agreement is entered into for the construction of the Park Improvements. The process shall include the submission of interim design and cost estimates for review by the General Manager, P&R at approximately 30%, 60%, 90% and 100% design stages.
36. Prior to Site Plan Approval for Phase 2, the Owner is required to submit working drawings, specification and landscape plans showing the scope and detail of the work for the Above Base Park Improvements for the "**South Park**" (Block 10) to at least the level of thirty per cent (30%) for review and approval by the General Manager, P&R (the "**Park Submission**").

37. After the submission of the Park Submission for the “**South Park**” (Block 10), the Owner and the City shall work cooperatively to finalize the Park Submission, and make any amendments thereto, as required, to provide the 100% complete construction drawings, including a context map, site preparation plan, tree preservation or removal plan, landscaping plan, electrical plan, servicing plan, irrigation plan, together with supporting materials and documentation as may be required (the “**Approved Park Submission**”) and the Approved Park Submission shall be submitted and approved prior to issuance of the Above-Grade Building Permit for Phase 1 to the satisfaction of the General Manager, P&R. At the discretion of the General Manager, P&R, the Approved Park Submission may be less than 100% complete construction drawings accepted at the issuance of the first Above-Grade Building Permit for Phase 2.

Landscape Architect

38. The Park Improvements shall be designed and their construction and installation shall be supervised by a firm of consulting landscape architects, which is acceptable to the General Manager, P&R, at the Owner’s expense and the consulting Landscape Architect shall be the Owner’s primary contact with the General Manager, P&R regarding the design and construction of the Park Improvements.
39. The Landscape Architect fee shall be a maximum of a standard amount as determined by the General Manager, P&R based on the Ontario Association of Landscape Architects (OALA) Fee Guide for Landscape Architectural Services 2023.

Stamp

40. All design drawings shall carry the signature and stamp of a Landscape Architect who is responsible for the designs.
41. The Owner agrees that the construction of the Above Base Park Improvements is to be tendered as a discrete package, separate from all other work and the Owner shall:
- (a) prior to issuance of a tender, provide the General Manager, P&R with:
 - (i) copies of all relevant project documentation including documentation released to proposed contractors or subcontractors in respect of the Park Improvements and the results of responses received;
 - (ii) all plans and drawings, to be submitted to any contractor retained by the Owner; and
 - (iii) a description of the proposed products and materials.
 - (b) Provide copies of completed and returned tender bids are to be reviewed by the General Manager, P&R prior to contractor selection, and final contractor selection is to have approval by the General Manager, P&R.

Copy of Hiring Agreement

42. The Owner shall file a copy of the hiring agreement or contract between the Owner and

the Landscape Architect consulting firm with the General Manager, P&R before any design drawings are approved.

Contents of Hiring Agreement

43. The hiring agreement or contract shall include, but not be limited to, design, public consultation, preparation of all working drawings and specifications, contract administration, general supervision during construction and certification of all completed work to the satisfaction of the General Manager, P&R.
44. The Parties acknowledge that they shall cooperate to ensure that by at least six months after the issuance of any Building Permit for Phase 2, the City shall have provided the framework to the Owner for hiring a qualified Landscape Architect consulting firm or team, which framework may include, but not be limited to:
 - (a) the skills, qualifications and experience of the qualified consulting firm or consulting team;
 - (b) a work program including phases, deliverables, and project meetings;
 - (c) the ability to work with a local working group comprised of representatives from the resident's association, the BIA, the Ward Councillor's Office, the Owner, City staff, and any other groups whose participation is required;
 - (d) the ratio of design fees to the overall budget for the design and construction of the park; and
 - (e) design and park planning guidelines and a draft park program.
45. The Owner agrees that upon receiving that framework, the Owner shall retain a Landscape Architect consulting firm or team that meets this framework to the satisfaction of the General Manager, P&R.

Result of Tender Bids

46. If, during the tender/pricing process and prior to entering into a construction contract, based on bids received the Owner determines that the anticipated cost of the Above Base Park Improvements is expected to be significantly less than as estimated in the Approved Park Submission, the Owner shall so advise the City and, in consultation with the General Manager, P&R, may be required to adjust the scope of work for the Above Base Park Improvements and modify the construction drawings, as necessary, to the satisfaction of the General Manager, P&R such that anticipated costs more closely reflect the original estimated amount.
47. If, during the tender/pricing process and prior to entering into a construction contract, based on bids received, the Owner determines that anticipated cost of the Above Base Park Improvements is expected to be greater than the Parks and Recreation component of the Development Charges, for which the Owner shall receive a credit as contemplated in Section C.30 of this Agreement, the Owner shall so advise the City, and:
 - (a) the City may, entirely at its own election, agree to accept responsibility for any

additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the Above Base Park Improvements based on the Approved Park Submission;

- (b) the Owner may, entirely at its own election, agree to accept responsibility for any additional costs exceeding the Parks and Recreation component of the Development Charges in order to facilitate completion of the Above Base park improvements based on the Approved Park Submission;
- (c) the City and the Owner may agree to any combination of Sections C.47(a) and C.47(b) of this Agreement; or
- (d) if neither the City nor the Owner elect to accept responsibility for additional costs, the Owner shall adjust the scope of work for the Above Base Park Improvements, modify the construction drawings and re-tender the project as applicable, to the satisfaction of the General Manager, P&R so that the anticipated costs shall more closely reflect an amount less than the original estimated amount so that the cost to be incurred by the Owner is approximately equal to the credit received by the Owner from the City in relation to the Parks and Recreation component of the Development Charges.

Final contract documents

- 48. Prior to finalizing the contract documents following the bid and tender process, the Owner shall ensure that the contract documents are satisfactory to the General Manager, P&R and that the General Manager, P&R has approved the successful contractor(s).
- 49. Prior to the commencement of the construction of the Above Base Park Improvements, the Owner shall file with the General Manager, P&R true copies of all contracts respecting such construction (including all schedules and drawings) and a list identifying the subcontractors proposed to be engaged; and the Owner agrees, all plans and drawings, as submitted to any contractor or sub-contractor retained by the Owner, shall carry the seal of and be signed by the Landscape Architect as being the Approved Park Submission.

Changes to contracts

- 50. If the Owner terminates or permits the termination of any agreement pursuant to which a contractor is obliged to carry out and complete the construction of any of the Park Improvements, or amends or alters such agreement or permits it to be amended or altered in such a way that the obligations of such a contractor are reduced or otherwise altered substantially, or engages or permits the engagement of any contractor other than the contractor or contractors named in the agreement or agreements delivered to the General Manager, P&R or any subcontractor other than the subcontractors identified on the approved list, the Owner shall give written notice thereof to the City and the Owner shall obtain the consent of the General Manager, P&R to any such termination, amendment, alteration or hiring, provided nothing herein shall be contrary to the requirements of this Agreement.

Owner to Advise of Commencement

51. The Owner shall not commence the construction of the Above Base Park Improvements without giving reasonable prior written notice to the General Manager, P&R that it intends to commence the work and the Owner shall proceed in accordance with the construction schedule included in the Approved Park Submission.

Meetings and Inspection during construction

52. The General Manager, P&R shall be given access to and opportunity to participate in all construction meetings and the Owner shall notify the General Manager, P&R of all meetings and any critical or emergency meetings (with a minimum two (2) business days' notice, where feasible, so the General Manager, P&R can arrange to attend).
53. The General Manager, P&R shall be entitled, at any reasonable time, without giving prior notice, to enter upon the Lands to inspect the construction of the Park Improvements, including progress and quality of work, and all contracts for the construction of the Above Base Park Improvements shall make appropriate provision for the same.

Changes to Contract Terms

54. The Owner and the City acknowledge and agree that:
- (a) all proposed changes to the construction contract(s), including change orders, are required to be submitted for prior written approval to the General Manager, P&R for review in a reasonably prompt and timely manner; and
 - (b) the General Manager, P&R reserves the right to have changes removed at the Owner's cost, in the event they are made without the prior approval of General Manager, P&R.

Progress Certificates

55. If requested by the General Manager, P&R, the Owner shall require the Landscape Architect to provide progress certificates which include details respecting the status of completion, amounts paid and due on construction contracts, amount of holdbacks required under the Construction Act or other applicable legislation.

Parkland – Completion and Acceptance

56. Should the Owner undertake Above Base Park Improvements on the “**South Park**” (Block 10) following conveyance of the “**South Park**” (Block 10) to the City, the Owner must obtain a PAA from the General Manager, P&R. The PAA shall 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, P&R. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner on the “**South Park**” (Block 10).
57. The construction of Above Base Park Improvements to the “**South Park**” (Block 10)

shall be completed in accordance with the timing set out in Section C.29 of this Agreement. Unforeseen delays (e.g. weather) resulting in the late delivery of the “**South Park**” (Block 10) shall be taken into consideration and at the discretion of the General Manager, P&R when determining a revised delivery date for the “**South Park**” (Block 10). Should the Owner enter into an agreement contemplated by Section C.73 of this Agreement, the timing of the Above Base Park Improvements may be delayed at the discretion of the General Manager, P&R. The Owner agrees that the approved delayed Above Base Park Improvements shall be commenced immediately once Section C.74 of this Agreement has been complied with to the satisfaction of the General Manager, P&R.

58. The Owner shall complete the Park Improvements in accordance with the Approved Park Submission and terms of this Agreement to the satisfaction of the General Manager, P&R. Following completion of the Park Improvements, the Owner shall contact the General Manager, P&R to initiate inspections by City staff and consideration by the General Manager, P&R of acceptance of the “**South Park**” (Block 10) by the City prior to its conveyance pursuant to this Agreement (“**Park Acceptance**”).
59. Prior to Park Acceptance by the City, the Owner shall, to the satisfaction of the General Manager, P&R:
 - (a) complete all Park Improvements to the satisfaction of the General Manager, P&R as confirmed through City inspections;
 - (b) ensure that all construction work is certified to substantial performance in accordance with the Construction Act and the Owner shall forward all documentation for substantial performance and release of holdbacks to the City for review and approval;
 - (c) hold back all amounts required to be held back by the Construction Act and the Owner shall be responsible for any vacating liens placed on the “**South Park**” (Block 10) as a result of the design, construction and provision of the Park Improvements to the City by the Owner as required by this Agreement;
 - (d) cause the Landscape Architect to provide the General Manager, P&R with certification as to park completion verifying that the Park Improvements have been completed in accordance with the Approved Park Submission and the date of such completion;
 - (e) provide documentation from a qualified environmental engineer certifying that any fill or topsoil brought onto the lands comprising the “**South Park**” (Block 10) met all applicable laws, regulations and guidelines for use in a public park;
 - (f) ensure that contractors or suppliers as appropriate, have provided appropriate training to City Staff or have demonstrated the operation and maintenance of any equipment or systems requiring special procedures;
 - (g) have satisfied the environmental obligations set out in this Agreement; and
 - (h) provide any other materials or documents as may be deemed relevant and

necessary by the General Manager, P&R.

60. The Landscape Architect shall append the following to a park completion certificate to the satisfaction of the General Manager, P&R:

- (a) a description of the Park Improvements and statement as to the date of completion;
- (b) confirmation that the final payment has been issued with respect to the Park Improvements;
- (c) all documentation and certificates relating to the *Construction Act* confirming that there are no liens registered against the Lands, including the lands comprising the “**South Park**” (Block 10);
- (d) all requisite compliance letters, certificates, inspection and test results, including environmental compliance contemplated herein;
- (e) all licenses or permits for equipment or systems;
- (f) all owner’s and maintenance manuals for any and all equipment, machinery, devices and appurtenances;
- (g) a complete set of as-built drawings in hard copy (two (2) full size bond and one (1) set 11x17 format) and digital format (CD or USB, in the latest version of AutoCAD, and as PDFs) which include but are not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meetings, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals, etc. The files are to be organised in folders, including a file index and submitted;
- (h) certified grading plans;
- (i) all warranties, certificates or documents for all equipment, machinery, devices and systems as transferred to the City;
- (j) spare or replacements parts, special tools and other such items as may be provided by the manufacturer;
- (k) a statement as to the actual total cost of the Park Improvements as constructed; and
- (l) such other similar types of information or materials relating to the Park Improvements.

(the “**Park Completion Certificate**”).

61. Within a reasonable time of receipt of the Park Completion Certificate from the Landscape Architect, the General Manager, P&R shall forward to the Owner and the

Landscape Architect either:

- (a) a notice of acceptance of the Park Completion Certificate; or
- (b) a list of deficiencies (the “**Park List of Deficiencies**”).

62. Upon receipt of a Park List of Deficiencies, the Owner:

- (a) shall promptly remedy any defects or deficiencies contained therein; and
- (b) upon completion, cause the Landscape Architect to issue a replacement Park Completion Certificate and accompanying materials as applicable.

63. Upon receipt of a replacement Park Completion Certificate from the Landscape Architect pursuant to Section C.60 of this Agreement, the General Manager, P&R shall, if satisfied, issue a notice of acceptance (the “**Park Notice of Acceptance**”) and the replacement Park Completion Certificate shall be deemed to be the approved Park Completion Certificate.

Construction Act Matters

64. If any lien is claimed pursuant to the *Construction Act* for the supply of services or material in connection with the said work, the Owner shall be considered to be in default unless all such liens are discharged or vacated within twenty (20) days of the Owner becoming aware of such lien, including, without limitation, service of a statement of claim or notification by the City of any claim, and if the Owner does not discharge or vacate such liens, the City may, in its absolute discretion, use the Financial Security deposited by the Owner for the Park Improvements to pay into court any amounts required to vacate all liens plus costs of such lien or liens, if not paid forthwith after a written demand by the City to the Owner. Further, the Owner shall indemnify the City against any claims, actions or demands in connection with the said work and all costs reasonably incurred by the City as a result of such claims, actions or demands.

20% for two years

65. On receipt of the Park Completion Certificate acceptable to the General Manager, P&R, the City shall reduce both the Base Park Improvements Security and the Above Base Park Improvements Security held pursuant to this Section, retaining an amount equivalent to twenty percent (20%) of the original amount of each of the Base Park Improvements Security and Above Base Park Improvements Security to guarantee quality of work and materials for two (2) years.

Two-Year Park Improvements Warranty

66. The Owner shall correct or cause to be corrected at its own expense and to the satisfaction of the General Manager, P&R any defects or deficiencies in any portion of the Park Improvements appearing within a period of two (2) years after the Park Completion Certificate has been accepted together with any damage that may occur to any other portions of the Park Improvements resulting from any such corrections arising from this Section (“**Park Guarantee Period**”).

City may Correct Work

67. If the General Manager, P&R deems at any time during such Park Guarantee Period that any of the Park Improvements are defective or unsuitable, the General Manager, P&R may, following thirty (30) days' notice having been provided to the Owner in writing giving the Owner an opportunity to remedy, draw on the Financial Security, and apply such monies to pay for part or all of the costs to correct such deficiencies or to do such maintenance, including the City's management fee equal to twenty percent (20%) of the total cost of the required work. It is understood that the cost of workers employed to do such work, whether or not such workers are normally employed by the City, may be paid for by drawing on the Base Park Improvements Security and/or Above Base Park Improvements Security.

Final Parkland Acceptance Certificate

68. Not later than thirty (30) days prior to expiry of the Park Guarantee Period for the Park Improvements, the Owner shall arrange with the General Manager, P&R for a final inspection of that portion of the Park Improvements and shall deliver a final acceptance certificate from the Landscape Architect in a form satisfactory to the General Manager, P&R certifying there are no defects or deficiencies in such Park Improvements referred to therein (the "**Final Park Acceptance Certificate**").

69. Upon receipt of the Final Park Acceptance Certificate and provided that the General Manager, P&R is satisfied that there are no outstanding defects or deficiencies, the General Manager, P&R shall so advise the Owner in writing and the Park Guarantee Period shall expire for such Park Improvements upon the expiry of the Park Guarantee Period at which time the "**South Park**" (Block 10) is fully assumed by the City and the outstanding Base Park Improvements Security and the outstanding Above Base Park Improvements Security shall be fully refunded to the Owner.

Warranty Extended Until Final Inspection

70. If the Owner fails to arrange the final inspection of any Park Improvements with the General Manager, P&R within the time frame provided for in this Section, the Park Guarantee Period and Owner's warranty respecting such Park Improvements shall be deemed to be extended until the date of such final inspection, certificate delivery and acceptance thereof.

General Manager, P&R may Implement Park Improvements

71. Notwithstanding any other provision of this Agreement, if at any time the General Manager, P&R in their sole discretion is dissatisfied with the progress of the Owner in implementing the Park Improvements, the General Manager, P&R may, following thirty (30) days' notice having been provided to the Owner in writing giving the Owner an opportunity to address the concerns of the General Manager, P&R, in its unfettered discretion draw on the Financial Security and apply such monies to pay for part or all of the costs to complete the implementation of the park improvement process, including the City's management fee equal to twenty percent (20%) of the total cost of the required work. It is understood that the cost of workers employed to do such work, whether or not such workers are normally employed by the City, may be paid for by drawing on

the Financial Security.

Park Improvement Documentation to Belong to the City

72. The Owner acknowledges and agrees that all documentation comprising any description of the Park Improvements, along with all drawings, correspondence, documentation and information provided to the City by the Landscape Architect and/or contractor in connection with, or arising out of the construction of the Park Improvements, once received by the City:
- (a) shall become the property of the City; and
 - (b) shall become subject to *MFIPPA*, and may be released.

Parkland Occupation - Construction Staging

73. The stockpiling of any soils or materials or use as an interim construction staging area on the conveyed “**South Park**” (Block 10) is prohibited unless an agreement, other than a PAA, has been obtained from the General Manager, P&R. The City shall work in good faith with the Owner to enter into an agreement permitting the stockpiling of any soils or materials or use of the conveyed “**South Park**” (Block 10) as an interim construction staging area and, if approved, such agreement shall 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, P&R. Should there be any permitted staging on the “**South Park**” (Block 10), the Owner shall provide further confirmation from Practitioner that such permitted staging works shall not adversely impact, in any way, the reliance to be extended to the City for the “**South Park**” (Block 10) from the Practitioner. The Owner shall indemnify the City against any claim during any interim use of or work carried out by the Owner on the “**South Park**” (Block 10). Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.
74. The Owner shall be required to provide an environmental assessment report, prepared by a Qualified Person, at the end of the permitted occupation to verify that the “**South Park**” (Block 10) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland purposes. If deemed necessary, the Owner may be required to provide a RSC after the staging period. The Owner shall be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum and for another RSC if required. The construction of the “**South Park**” (Block 10) shall recommence only after the verification that the “**South Park**” (Block 10) continues to meet the applicable laws, regulations and guidelines respecting sites to be used for parkland purposes.

Urban Forestry – PHASE 2

75. Prior to the registration of the Draft Plan of Subdivision for Phase 2, the Owner shall submit in the form of an irrevocable Letter of Credit, credit card, or certified cheque payable to the Treasurer, City of Toronto, to the Supervisor of Urban Forestry, Tree

Protection & Plan Review, a Tree Planting Security deposit for ninety five (95) new City street trees proposed for planting on the new public street (street B), in the amount of \$55,385.00 in accordance with the Landscape & Tree Preservation Plan prepared by PFS Studio, dated January 16, 2025.

76. Prior to the registration of the Draft Plan of Subdivision for Phase 2, the Owner shall submit in the form of an irrevocable Letter of Credit, credit card, or certified cheque payable to the Treasurer, City of Toronto, to the Supervisor of Urban Forestry, Tree Protection & Plan Review, a Tree Planting Security deposit for twenty eight (28) new City street trees proposed for planting on the new public street (street C), in the amount of \$16,324.00 in accordance with the Landscape & Tree Preservation Plan prepared by PFS Studio, dated January 16, 2025.
77. Prior to the registration of the Draft Plan of Subdivision for Phase 2, the Owner shall submit to Urban Forestry Supervisor at tpprnorth@toronto.ca a letter/email with photos documenting that the installed tree protection hoarding and signage has been installed for the City 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 Urban Forestry on behalf of the General Manager of Parks, Forestry & Recreation. This letter/email should be submitted prior to construction beginning.
78. Prior to the registration of the Draft Plan of Subdivision for Phase 2, the Owner shall submit to the Supervisor of Urban Forestry, Tree Protection & Plan Review at tpprnorth@toronto.ca, a complete *Agreement for Arborists Retained by Private Property Owners to Undertake Work on City Trees*, WSIB Certificate, and Certificate of Insurance for work on City-owned trees.
79. Prior to the registration of Phase 2 of the Draft Plan of Subdivision, the Owner shall obtain a permit from Urban Forestry for any by-law regulated tree injury or removal impacted by the subdivision.

Toronto and Region Conservation Authority (TRCA) – PHASE 2

80. Prior to the registration of Phase 2 of the Draft Plan of Subdivision the Owner shall gratuitously convey Block 8, Green Space/Natural Heritage on the Draft Plan of Subdivision prepared by Bousfields Inc., dated January 20, 2025, to the TRCA.
81. The Owner shall provide the appropriate maintenance access easement(s) over Block 3 and Block 6 to facilitate future maintenance access for TRCA staff and its agents to Block 8, if required, to TRCA satisfaction prior to or at the time of conveyance of Block 8.
82. The Owner agrees to install a fence to TRCA satisfaction along the property boundary of Block 8 and Block 3 and Block 6, prior to the conveyance of Block 8, and to revise the landscaping plans to illustrate the fence and relocation of any proposed trees to avoid interference with the fence.