

Standard Subdivision Agreement

FILE NO. RSA1-700-8765-19

APPROVAL NO. 11 287481 NNY 24 SB

OWNER: 2591260 ONTARIO INC.

LOCATION: 5799-5915 YONGE STREET AND 46 & 47 AVERILL CRESCENT

REGISTERED PLAN NO. 66M-_____ DATE OF REGISTRATION _____

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SUBDIVISION AGREEMENT

This Agreement made this day of December, 2020.

B E T W E E N:

2591260 ONTARIO INC.

(hereinafter called the "Owner")

- and -

CITY OF TORONTO

(hereinafter called the "City")

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

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

AND WHEREAS draft approval for a Plan of Subdivision with respect to the Lands has been granted by the City or by the Local Planning Approval Tribunal;

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

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

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

SECTION 1 - DEFINITIONS

In this Agreement:

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

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

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

- (r) "Services" shall mean all infrastructure or improvements, including Base Park Improvements, which may be required to fully service the Lands and any lands adjacent thereto in conjunction with the Lands, whether municipal services or services of a nature or kind that are not deemed to be municipal services, and without limiting the generality of the foregoing, shall include roads, lanes, curbs, gutters, sidewalks, storm and sanitary systems, water systems, drainage works, stormwater management facilities, swales, grading, landscaping, sodding, seeding, erosion control works, street lighting, traffic signals, pavement markings, fencing, signage, and all services, works and facilities incidental thereto or in connection therewith, or necessary to complete any and all of the foregoing;
- (s) "Standards and Specifications" shall mean the detailed description of construction, materials, methods and workmanship of Services to be used by the Owner in the construction of the Services as prescribed by the City and in effect at the time of execution of this Agreement, or such other additional requirements which may be specified by the City;
- (t) "Substantial Performance" shall have the same meaning as set out in the *Construction Act*, R.S.O. 1990, c. C 30;
- (u) "Subdivision" shall mean the lands to be developed in conjunction with the draft plan approval under Subdivision Approval No. 11 287481 NNY 24 SB;
- (v) "Toronto Hydro Electric" shall mean Toronto Hydro-Electric System Limited;
- (w) "Toronto Hydro Energy" shall mean Toronto Hydro Energy Services Inc.; and
- (x) "T.R.C.A." shall mean the Toronto and Region Conservation Authority.

SECTION 2 - SCOPE OF AGREEMENT

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

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

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

SECTION 3 - ENGINEERING SERVICES

3.1 The Owner agrees to retain a Consulting Engineer to design all Services and carry out all the necessary engineering and inspection requirements to be performed for the

development of the Subdivision and for the provision and installation of Services required by this Agreement. The Consulting Engineer shall continue to be retained until the Assumption of Services as provided for in this Agreement is complete. The Consulting Engineer shall serve as the Owner's representative in all matters related to the provision and installation of the Services and shall be the primary engineering contact with the City.

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

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

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

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

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

- (a) safety is compromised;
- (b) work is not being performed in accordance with good engineering practices;
- (c) an adjustment to the design is required to suit conditions not known at the time of review of the engineering drawings; or
- (d) the work is being performed without full-time consultant inspection.

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

SECTION 4 - RELEASE FOR CONSTRUCTION OF SERVICES

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

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

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

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

SECTION 5 - INSTALLATION OF MUNICIPAL SERVICES WITHOUT WRITTEN PERMISSION

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

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

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

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

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

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

SECTION 6 - INSTALLATION OF SERVICES

6.1 Water Distribution System

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

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

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

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

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

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

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

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

6.2 Sewer Systems

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

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

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

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

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

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

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

6.3 Roads and Lanes

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

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

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

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

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

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

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

6.3.8 The Owner agrees to keep roads, lanes, boulevards and easements required for municipal or other Services clear and free of all materials and obstructions to the satisfaction of Engineering and Construction Services while the Lands are being developed and thereafter until Assumption of Services by the City as set out in Section 29. For greater clarity nothing in this Agreement precludes the City and Owner from entering into an Encroachment Agreement, including for tiebacks.

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

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

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

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

6.4 Winter Maintenance and Household Solid Waste and Recyclable Collection

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

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

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

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

6.5 Public Walkways

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

6.6 Street Signs

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

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

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

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

6.7 Electrical Distribution System and Street Lighting

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

in accordance with standards and specifications in effect at the time of commencement of construction.

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

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

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

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

6.8 General Servicing Provisions

6.8.1 Testing

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

6.8.2 Cost of Service Relocation

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

6.8.3 Restoration of Municipal Services

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

SECTION 7 - CONSTRUCTION MANAGEMENT PLAN

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

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

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

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

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

SECTION 8 – INSURANCE

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

8.2 The insurance policy shall provide for the following:

- (a) a minimum limit of such policy shall be Five Million Dollars (\$5,000,000.00) per occurrence, exclusive of interest and costs;

- (b) the City as additional insured;
- (c) Coverage with respect to Cross-Liability and Severability of Interest; Employer's Liability and Contingent Employer's Liability, Non-Owned Automobile Liability; and any other provision applicable to the obligations to be carried out in connection with this agreement; and
- (d) thirty (30) days prior written notice of cancellation or material change.

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

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

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

SECTION 9 - SMOG ALERT RESPONSE PLAN

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

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

SECTION 10 - CITY INSPECTIONS

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

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

SECTION 11 - FEES

11.1 Prior to the earlier of Release for Construction of Services as set out in Section 4, or Registration of the Plan as set out in Section 13, the Owner agrees to pay engineering

and inspection fees, in the amount of Five Percent (5%) of the final estimated costs of the construction of Services and all other construction obligations pursuant to this Agreement, plus Harmonized Sales Tax ("HST") on the said engineering and inspection fees. The calculation of the fee will be based on the costs estimate used to calculate the amount of the Financial Security as set out in Section 25 and the amount will be determined by Engineering and Construction Services, whose decision shall be final. It is acknowledged that these fees do not include the fee to review sewer and water works as required by the *Ontario Water Resources Act*, as amended from time to time for both direct submission applications and the associated Transfer of Review Program.

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

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

SECTION 12 - GRADING AND BUILDING SITING CONTROL

12.1 Subdivision Grading and Building Siting Control Plan

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

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

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

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

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

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

12.1.5 The Owner shall sod and plant within the Plan of Subdivision in accordance with the Site Plan Agreement.

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

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

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

12.2 Lot Grading and Building Siting Control Plan

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

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

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

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

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

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

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

SECTION 13 - PLAN REGISTRATION

13.1 The Owner agrees that the following conditions applicable to that Phase, or Plan within that Phase as outlined in Schedule B, must be completed prior to registration before the City will Release any Phase, or Plan within a Phase, of the Plan of Subdivision for Registration:

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

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

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

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

SECTION 14 - REQUIREMENTS FOR BUILDING PERMITS

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

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

For greater clarity, the building permit timing set out in Schedule B prevails over this section, and this section does not preclude the issuance of Conditional Building Permits, or permits for remediation, shoring or excavation.

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

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

- the building and site development will meet the requirements of this Agreement; and
- (d) ensure that temporary street signs have been erected and installed as required by Section 6.6.

SECTION 15 - INDEMNIFICATION

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

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

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

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

SECTION 16 - CONVEYANCES TO THE CITY

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

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

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

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

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

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

SECTION 17 - PARKLAND

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

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

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

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

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

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

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

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

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

SECTION 18 - TREE PRESERVATION

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

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

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

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

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

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

18.6 The Owner further agrees:

- (a) to preserve the trees identified in the Tree Preservation Plan;

- (b) to instruct a qualified arborist or other tree professional satisfactory to Parks, Forestry and Recreation to monitor tree preservation in accordance with the Tree Preservation Plan and submit monthly reports, until submission of the Site Certificate of Compliance as set out in Section 29 of this Agreement; and
- (c) to notify all builders, contractors and agents of all requirements of this clause where any part of the development will be carried out by them on behalf of the Owner.

SECTION 19 - STREET TREE PLANTING

19.1 Prior to Registration of the Plan of Subdivision, the Owner agrees to submit a detailed landscape plan of street tree planting indicating the location, species, size and condition of all trees proposed to be planted within the road allowance for the approval of Parks, Forestry and Recreation and Engineering and Construction Services.

19.2 Prior to Registration of the Plan of Subdivision, the Owner agrees to post a Letter of Credit in the form and from an institution, acceptable to the City Treasurer, equivalent to One Hundred and Twenty Percent (120%) of the value of the street trees and other plantings, as a Financial Security, to guarantee the planting including the maintenance of the street trees for a minimum period of two (2) years to the satisfaction of Parks, Forestry and Recreation.

19.3 The Owner agrees to plant the street trees after final grading and once sod has been laid, in accordance with the approved landscape plan. The Owner further agrees that the tree planting will be supervised by a qualified arborist or nursery person, having particular regard to planting depth and potential settlement to ensure tree survival.

19.4 Upon written request from the Owner, Parks, Forestry and Recreation agrees to inspect the newly planted trees and will advise the Owner if the trees are satisfactory. The Owner acknowledges and agrees to maintain the trees for a period of two (2) years after being advised in writing that Parks, Forestry and Recreation is satisfied with the newly planted trees. The Owner acknowledges that, should any newly planted tree require replacement during this guarantee period, the tree shall be replaced immediately and shall have an additional two (2) year maintenance period placed on this new planting. Provided the City is satisfied with the tree planting at the end of the (2) two year maintenance period, the City will assume responsibility for the maintenance of the trees and release the Letter of Credit.

19.5 The Owner agrees, prior to planting any trees, to submit a watering schedule acceptable to Parks Forestry and Recreation. The Owner further agrees to adhere to the watering schedule during the (2) two year maintenance period.

19.6 The Owner agrees that no wording will be included in any agreement of purchase and sale that states or creates an expectation that there will be a tree in front of each property.

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

SECTION 20 - SOIL AND GROUNDWATER QUALITY

20.1 The Owner agrees to undertake the development of the Lands in a manner which promotes safe and healthy environmental conditions both on the Lands and in the immediate adjacent areas.

20.2 The Owner agrees to retain the services of a Qualified Person to ensure the Lands

are developed in accordance with the legislative and regulatory requirements for assessing the environmental condition, cleanup and the filing of Records of Site Condition (the "RSC") in the Ministry of the Environment's Environmental Site Registry.

20.3 Prior to the earlier of the Release for Construction of Services or Registration of the Plan of Subdivision, the Owner agrees to submit environmental assessment reports to Engineering and Construction Services prepared in accordance with the Record of Site Condition Regulation (O. Reg. 153/04) describing the current conditions of the lands and the proposed remedial action plan based on the site condition standards approach, for lands to be conveyed to the City, in fee simple and as easement interests, both internal and external to the subdivision Lands, for third-party peer review and concurrence.

20.4 The Owner agrees to pay all costs associated with the City retaining a third-party peer reviewer including a 7% administrative cost to the City (plus HST) and submit a certified cheque payable to the City of Toronto in the amount of Eight Thousand Dollars (\$8,000.00) as a deposit to be applied to the cost of the peer reviewer, and to make further deposits in the specified amount as required by the City from time to time.

20.5 Prior to the Registration of the Plan of Subdivision, the Owner agrees to environmentally remediate the Lands in accordance with the accepted remedial action plan and following such environmental remediation, to submit a statement from the Qualified Person to Engineering and Construction Services, that based on all necessary supporting environmental documents, the land to be conveyed to the City meets either:

- (a) the applicable MOE Generic Site Conditions Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use, or
- (b) the Property Specific Standards (PSSs) as approved by the MOE for a Risk Assessment/Risk Management Plan which was conducted in accordance with the City Policies and Conditions for the Acceptance of Risk Assessed Lands (Clause 18, of Works Committee Report 2, April 25, 26 and 27, 2006) and,

that it is unlikely that there is any off-site contamination resulting from past land uses on the development site, that has migrated on to the adjacent rights-of-way, that would exceed the applicable Site Condition Standards.

20.6 The Owner shall ensure that the Qualified Person's statement, referenced in 20.5 above will include a reliance letter in a form satisfactory to Engineering and Construction Services, that is stamped, dated and signed by the Qualified Person as defined in O.Reg. 153/04, as amended, confirming that both the City and the City's Peer Reviewer can rely on the environmental documentation submitted and the Qualified Persons opinion as to the conditions of the Land.

20.7 Prior to the Registration of the Plan of Subdivision, the Owner agrees to file a Record of Site Condition (the "RSC") on the Ontario Environmental Site Registry for all lands to be conveyed to the City in fee simple and as easement interests both internal and external to the Lands within the Subdivision and submit to Engineering and Construction Services, the Ministry of Environment's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended.

SECTION 21 – FENCING AND BARRIERS

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

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

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

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

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

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

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

SECTION 22 - SALES PAVILION AND MODEL HOMES

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

- (a) a Zoning By-law is in full force and effect for the lands which permits a sales pavilion and/or model home(s);
- (b) this Subdivision Agreement has been executed by the Owner and the Financial Security required pursuant to this agreement and, insurance required pursuant to Section 8 have been posted with the City;
- (c) Services to the sales pavilion and/or model home(s) have been installed in accordance with engineering drawings accepted by Engineering and Construction Services under the supervision of the Consulting Engineer and consistent with the Services required for the Plan of Subdivision;
- (d) Toronto Hydro Electric has confirmed that the building can be serviced to its satisfaction;
- (e) The "Subdivision Grading and Building Site Control Plan" and "Lot Grading and Building Siting Control Plan" have been submitted pursuant to Section 12; and
- (f) all fees and development charges payable prior to the issuance of a building permit have been paid.

However, any existing building permits already issued for sales pavilions, or the renewals of such building permits, are deemed to comply with this Agreement.

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

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

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

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

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

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

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

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

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

SECTION 23 - MAINTENANCE OF PROPERTY

23.1 The Owner agrees to maintain the Lands in an acceptable condition, free from accumulation of waste products, debris and dust. The Owner agrees to maintain the lands dedicated or conveyed or to be dedicated or conveyed to the City for road, park, conservation or walkway purposes and any abutting City owned park or valley lands free from accumulation of waste, including that from occupied buildings, until the Assumption of Services by the City as set out in Section 29.

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

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

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

SECTION 24 - DEVELOPMENT CHARGES

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

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

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

SECTION 25 - FINANCIAL SECURITY

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

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

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

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

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

SECTION 26 – REDUCTION IN FINANCIAL SECURITY

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

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

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

all to the satisfaction of Engineering and Construction Services.

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

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

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

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

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

SECTION 27 – CONSTRUCTION LIEN

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

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

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

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

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

SECTION 28 - ACCEPTANCE OF SERVICES

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

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

28.3 The Owner agrees that on receipt of "as built" engineering drawings referred to above and upon submission of written certification from the Owner's Consulting Engineer that the Services to be accepted have been constructed or carried out in accordance with the plans and drawings approved by Engineering and Construction Services, in accordance with Standards and Specifications and in accordance with good engineering practices, Engineering and Construction Services will consider Acceptance of Services and will establish the dates for the start of the maintenance guarantee periods for the

Services.

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

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

SECTION 29 - ASSUMPTION OF SERVICES

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

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

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

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

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

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

SECTION 30 - MISCELLANEOUS PROVISIONS

30.1 Right to Enter

The Owner agrees to retain a licence from any subsequent purchaser of lands within the Plan of Subdivision to enter upon such lands in order to comply with the provisions of this

Agreement. Such licence shall automatically expire upon Assumption of Services by Council.

30.2 Interest

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

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

30.3 Administrative, Legal and Other Costs

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

30.4 Encroachments on City Property

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

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

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

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

SECTION 31 - DEFAULT

31.1 If in the opinion of the appropriate City official, the Services referred to in this Agreement are not being completed within the specified time or not in accordance with the concurred in Plans, Standards or Specifications, or should the Owner neglect or abandon such Services before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or should the Owner neglect or refuse to renew or again perform such Services as may be rejected by the appropriate City official as defective or unsuitable, or should the Owner, in any manner, in the opinion of the

appropriate City official, make default in the performance of any of the terms of this Agreement, then in such case, the said City official shall notify the Owner by prepaid registered mail in writing, specifying with reasonable particularity the nature of such default or neglect and require the Owner to remedy the same.

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

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

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

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

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

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

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

SECTION 32 - EMERGENCIES

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

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

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

SECTION 33 - NOTIFICATION

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

Vince Santino
Senior Vice President, Development
Aoyuan International
5160 Yonge Street, Suite 1000
Toronto ON
M2N 6L9

With Copy to:

Michael Foderick, Partner
McCarthy Tetrault LLP
66 Wellington Street West, Suite 5300
Toronto ON
M5K 1E6

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

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

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

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

SECTION 34 - PRIORITY OF AGREEMENT

34.1 The Owner covenants and agrees to provide the City with all documentation in

order that this Agreement and any conveyance, easement or other document given pursuant to this Agreement shall have priority over the rights of any mortgagee in the subdivision Lands, with the intent that the mortgagee or anyone claiming under the mortgagee shall at no time exercise in relation to the said subdivision Lands any right, title or claim which would not be exercised by the Owner by reason of the terms of this Agreement.

SECTION 35 - INTENTION OF PARTIES

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

SECTION 36 - REGISTRATION OF AGREEMENT

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

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

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

SECTION 37 - INTERPRETATION OF AGREEMENT

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

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

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

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

37.5 Time shall be of the essence in this Agreement.

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

SECTION 38 - JURISDICTION TO ENTER INTO AGREEMENT

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

herein.

38.2 It is agreed and acknowledged by the Parties hereto that each is satisfied as to the jurisdiction of the other to enter into this Agreement. The Owner therefore covenants and agrees that it shall not question the jurisdiction of the City to enter into this Agreement, nor question the legality of any portion thereof; and likewise the City agrees it shall not question the jurisdiction of the Owner to enter into this Agreement nor question the legality of any portion hereof. The Parties hereto, their successors, assigns and sub-lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

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

2591260 ONTARIO INC.

Per: _____

Name: Fan Yang

Title: Director

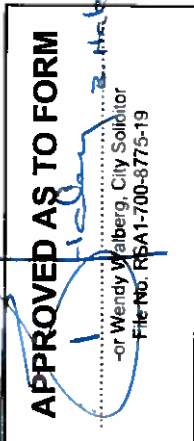
Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

CITY OF TORONTO



Lyda H. Macdonald
Director, Community Planning, Toronto & East York District

John Andreevski
John Andreevski, Acting Director
Community Planning, North York District
for the Chief Planner and Executive Director

I have authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION

PHASE 1

Plan 1

Lots 240 and 241, Part of Lots 242 to 253, inclusive
Part of Blocks A and H
Registered Plan 5345
Part of Lot 22, Concession 1, East of Yonge Street
City of Toronto
(formerly City of North York)

Property Identifier Plan Nos. 10036-0493(LT), 10036-0494(LT),
10036-0501(LT) and 10036-0510(LT)
Part of Property Identifier No. 10036-0505(LT)

Plan 2

Part of Lots 242 to 253, inclusive
Part of Blocks A and H
Registered Plan 5345
Part of Lot 22, Concession 1, East of Yonge Street
City of Toronto
(formerly City of North York)

Property Identifier Nos. 10036-0502(LT) and 10036-0509
Part of Property Identifier No. 10036-0505(LT)

Plan 3

Part of Block A, Registered Plan 5345
City of Toronto
(Formerly City of North York)

Part of Property Identifier No. 10036-0505(LT)

PHASE 2

Part of Block A, Registered Plan 5345
Part of Lot 22, Concession 1, East of Yonge Street
City of Toronto
(Formerly City of North York)

Part of Property Identifier No. 10036-0505(LT)

THIS IS SCHEDULE 'B' TO A SUBDIVISION AGREEMENT BETWEEN 2591620 ONTARIO INC. LIMITED AND THE CITY OF TORONTO, DATED THE ____ DAY OF JUNE, 2020.

DEFINITIONS FOR SCHEDULE "B"

1. "Full Building Permit" shall mean a permit issued under Section 8 of the Building Code Act, 1992 following the above grade superstructure permit

INTERPRETATION

2. Schedule B to the City's standard subdivision agreement are the site-specific provisions. To the extent of any conflict or disagreement between Schedule B and the standard subdivision agreement, Schedule B shall prevail.
3. In particular and without limiting the generality of the foregoing, the timing and phasing set out in Schedule B shall prevail over the standard subdivision agreement and the timing of Services shall be accordance with Phase or Plan within a Phase within which the Service is located. The timing/sequence set out in Schedule B shall prevail over, *inter alia*, Sections 4.1, 6.3.1, 28.4 and 28.5 of the standard subdivision agreement.

REGISTRATION

4. Any reference in this agreement to registration shall be interpreted to refer to the registration of the specific Phase (i.e. 1 or 2), or Plan within a Phase (i.e. Phase 1: Plan 1, Plan 2 or Plan 3) in question.
5. The parties hereto acknowledge and agree that the Subdivision will be registered in Phases as follows:

5.1. Phase 1

- a) Phase 1 will comprise three (3) draft M-Plans and will be registered as follows:
- b) Plan 1 consists of Block 1 mixed use, Block 2 parkland purposes, Block 3 Toronto Hydro Access Corridor and Block 4 Road Widening (hereinafter referred to as "Phase 1 Plan 1"). For clarity these are also identified on the Draft Plan of Subdivision appended as attachment 1 to the decision issued May 6, 2019 as Block 1 Mixed Use, Block 4 Park, Block 5 Toronto Hydro Access Corridor, and Block 6 Road Widening.
- c) Plan 2 consists of Street A1 (hereinafter referred to as "Phase 1 Plan 2").
- d) Plan 3 consists of Street A2 (hereinafter referred to as "Phase 1 Plan 3").

5.2. Phase 2

- a) Phase 2 will consist of Blocks 1 and 2 mixed uses, Blocks 3, 4 and 5 Road Widenings (hereinafter referred to as "Phase 2 Plan"). For clarity these are also identified on the Draft Plan of Subdivision appended as attachment 1 to the decision issued May 6, 2019 as Block 2 Mixed Use, Block 3 Mixed Use, and Blocks 7, 8, and 9 Road Widenings;

PHASING REQUIREMENTS

6. Phase 1, Plan 1

- 6.1. Prior to any Full Building Permit for Tower B, Block 1 in the Zoning Bylaw which is within Phase 1, Plan 1, the Owner:

- a) Agrees to transfer to the City, as provided in a draft-approved plan of subdivision, Street A1 shown on Phase 1 Plan 2, to the satisfaction of the City Solicitor; or
- b) In the event that the lands are not conveyed, but the new local road has been established, as provided for in a draft approved plan of subdivision and shown on Schedule 1 of the Zoning Bylaw, the new local road may be secured to the City by deposit of a letter of credit in an amount satisfactory to the Executive Director of Engineering and Construction Services.

6.2. Prior to any Full Building Permit for Tower B, Block 1, the Owner agrees to construct Street A1, shown on Phase 1 Plan 2, to base course asphalt, to the satisfaction of Transportation Services and Engineering and Construction Services. The Owner acknowledges and agrees that the construction of the roads will be completed to base course condition including, but not limited to, street lighting, pavement marking and signage, to the satisfaction of Engineering and Construction Services

6.3. The Owner agrees to grant any easements (temporary) for municipal services required prior to the registration of the plan of subdivision for Phase 1 Plan 2.

7. Phase 1, Plan 2

7.1. Prior to the registration of the plan of subdivision for Phase 1 Plan 2, the Owner acknowledges and agrees that the plan of subdivision for Phase 1 Plan 1 will be registered.

8. Phase 1, Plan 3

8.1. Prior to the registration of the plan of subdivision for Phase 1 Plan 3, the Owner acknowledges and agrees that the plan of subdivision for Phase 1 Plan 2 will be registered, and the Owner agrees to remove the temporary turning circle and reconstruct Street A1 to its originally planned condition.

9. Phase 2 Plan

9.1. Prior to the registration of the plan of subdivision for Phase 2, the Owner acknowledges and agrees that Phase 1, Plan 3 will be registered, causing the conveyance of street A2.

9.2. Prior to any occupancy or condominium registration for Block 1 or 2 on Phase 2 Plan, the Owner agrees to construct Street A2 to base course asphalt to the satisfaction of Transportation Services and Engineering and Construction Services. The Owner acknowledges and agrees that the construction of the roads will be completed to base course condition including, but not limited to, street lighting, pavement marking and signage, to the satisfaction of Engineering and Construction Services.

SERVICES

10. The Owner agrees to provide for review and acceptance by Engineering and Construction Services and Transportation Services a Detailed Staging Plan ("Detailed Staging Plan") that identifies the timing of the construction of the services including public and private streets, any required temporary turning circle and other municipal infrastructure and public realm improvements.

11. The Owner agrees to provide for review and acceptance by Engineering and Construction Services and Transportation Services a Functional Roads Plan ("Functional Roads Plan") that establishes the design of the services to be constructed, including public and private streets, temporary turning circle, other municipal infrastructure and public realm improvements.

12. The City agrees that in the event it cannot accept the dedication of Future Street A1 at the time of registration it will permit the registration of Phase 1 and the construction of buildings, on Block 1, as approved in the implementing zoning bylaw, and the Owner shall be entitled to construct a temporary turning circle at the southerly terminus of Street A1 on Phase 1, Plan 2, subject to the provisions below:
- (i) Street A1 on Phase 1 Plan 2 has been constructed to the satisfaction of Engineering and Construction Services to provide access to the new building on Block 1 on Phase 1 Plan 1; and
 - (ii) The construction costs for Street A1 on Phase 1 Plan 2 is secured to the City by deposit of a letter of credit in an amount satisfactory to Engineering and Construction Services; or
 - (iii) Access to Yonge Street is secured over Street A2 on Phase 1 Plan 3, such access to be secured by agreement, to the satisfaction of Engineering and Construction Services; and
 - (iv) The dedication of Street A1 on Phase 1 Plan 2 will be completed upon the City confirming its acceptance of the dedication of such streets.
13. The Owner agrees that should the temporary turning circle be constructed, then upon the transfer of Street A2 on Phase 1 Plan 3 to the City, the Owner agrees to remove the temporary turning circle and reconstruct Street A1 on Phase 1 Plan 2 and the public park to its originally planned condition. Prior to the restoration, the Owner agrees to provide to the City a peer review deposit and submit a Record of Site Condition (RSC).
14. In the event satisfactory access to Yonge Street from Street A2 on Phase 1 Plan 3 is provided after Street A1 on Phase 1 Plan 2 is dedicated to the City, the Owner agrees that at such time, it shall prepare all documents for the transfer of Street A2 to the City, at no cost to the City. The Owner further agrees to provide to the City a letter of credit to guarantee the removal of the temporary turning circle, to the satisfaction of Engineering and Construction Services, if applicable.
15. In the event that a satisfactory access to Yonge Street from Street A2 on Phase 1 Plan 3 is not available when Street A1 is dedicated to the City, the Owner agrees at the time no later than the registration of the plan of subdivision for Phase 2, it will prepare all documents and transfer to the City, at nominal cost, Street A2 and provide the City with a letter of credit to guarantee the removal of the turning circle, to the satisfaction of Engineering and Construction Services.
16. The Owner agrees to construct Streets A1 and A2, the temporary turning circle (if required), and any private streets in accordance with the approved Functional Roads Plan, to the satisfaction of Engineering and Construction Services.
17. The Owner acknowledges and agrees that as part of the costs of constructing Street A2, it is also responsible for any costs incurred with respect to the City's portion of Street A2, including providing appropriate access through the public boulevard to Street A1 from driveways on the south side of Street A2, to the satisfaction of Engineering and Construction Services.
18. The Owner agrees to provide, for review and acceptance by Engineering and Construction Services and City Planning, a Functional Restoration Plan (5791, 5793 and 5795 Yonge St) and construction cost estimate that establishes the design of the restoration to be constructed, including driveway configuration, landscaping reinstatement, and municipal services/utilities relocations. The work described in the Functional Restoration Plan shall be completed by the Owner if the City secures all necessary permissions from the relevant private property owners and indemnifies the Owner for the required work on private property. The Owner shall be entitled to any development charge credits that are available for its actual costs and expenses related

to these works, not to exceed the water, sanitary and roads related portions of the development charges payable for the development.

19. The Owner agrees to construct Street A1 and Street A2 with a 23 metre right-of-way, a minimum pavement width of 10.2 metres and corner roundings on the north-west limit of the right-of-way at Cummer Avenue and at the north east limit of the right-of-way at Yonge Street in accordance with the approved Functional Roads Plan.
20. Prior to registration of the plan of subdivision of Phase 1 Plan 1, the Owner agrees to make satisfactory arrangements with the City regarding intersection and/or road improvements at Cummer Avenue and Street A1 as set out in the Functional Roads Plan.
21. The Owner is responsible for the cost of municipal infrastructure improvements, by Phase, and the Owner agrees to make arrangements with Engineering and Construction Services to carry out the work.

PARKLAND

22. Prior to the registration of the plan of subdivision of Plan 1, the Owner agrees to register a Restriction Covenant pursuant to Section 118 (the "Section 118") of the Land Titles Act on Block 2, Phase 1 Plan 1 to be conveyed to the City for parkland purposes, restricting the transfer of those lands without the consent of Parks, Forestry and Recreation in consultation with the City Planning. The Section 118 will be to the satisfaction of the City Solicitor. The City will consent to the removal of the Section 118 upon conveyance of the parkland to the satisfaction of the Parks, Forestry and Recreation. The City will also consent to the registration of any financing against the lands to be conveyed as parkland in the period prior to such conveyance and the Owner agrees to deliver, to the City on demand, valid partial discharges of any financial documents registered against Park Block 2, Phase 1 Plan 1, to the satisfaction of the City Solicitor.
23. Prior to the registration of the plan of subdivision of Phase 2, the Owner agrees to convey to the City Block 2 on Phase 1 Plan 1 ("Park Block 2") for public park purposes in accordance with the following:
 - (a) Park Block 2 will be a minimum six thousand six (6,006) square metres; as shown on the Draft Approved Plan of Subdivision dated February 7th, 2019;
 - (b) Park Block 2 will be conveyed free and clear of all encumbrances, except for those encumbrances as are acceptable to Parks, Forestry and Recreation and to the City Solicitor;
 - (c) Park Block 2 will be conveyed in a condition suitable for use as a public park in accordance with the applicable provincial regulation(s) and in accordance with this Agreement.
24. The Owner acknowledges and agrees that Park Block 2 will remain at the risk of the Owner until Park Block 2 has been conveyed to the City.

Environmental Assessment

25. Prior to the Owner conveying Park Block 2 to the City, the Owner agrees to:
 - (a) Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner's Qualified Person, as defined in Ontario Regulation 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support the conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements will 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, as amended, insurance requirements;

- (b) Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit towards the cost of the peer review in the form of a certified cheque, to Engineering and Construction Services. The Owner agrees to submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be returned to the Owner by the City);
- (c) Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (O. Reg. 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to Engineering and Construction Services;
- (d) At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents to Engineering and Construction Services for peer review and concurrence, which states:
 - i. In the opinion of the Qualified Person:
 - 1. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the Subdivision that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
 - 2. To the extent that the opinion in 16.d.i.1. is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
 - ii. Land to be conveyed to the City meets either:
 - 1. the applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9) for the most environmentally sensitive adjacent land use; or
 - 2. the Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.

26. The Qualified Person's statement, referenced in 16.(d) above, will include a Reliance Letter that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the Subdivision; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions will 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, as amended, insurance requirements or such greater amount specified by the Engineering and Construction Services.

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

- i. File the Record of Site Condition on the Ontario Environmental Site Registry; and
- ii. Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O.

Reg. 153/04, as amended, to Engineering and Construction Services and Parks, Forestry and Recreation.

For greater clarity sections 25-27 of Schedule B prevail, to the extent of any conflict, over sections 20.1-20.7 of the standard subdivision agreement.

Parkland Grading and Drainage

28. The Owner agrees to provide documentation from a qualified environmental engineer that any fill and topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park.
29. The Owner will ensure that the grading and drainage of the adjacent development blocks are compatible with the grades of Park Block 2, to the satisfaction of Parks, Forestry and Recreation and Engineering and Construction Services.

Temporary Fencing

30. During the construction of Park Block 2, the Owner is responsible for the installation and maintenance of temporary fencing around Park Block 2 and its maintenance until such time as the development of Park Block 2 has been completed.

Base Park Improvements

31. The parties hereto acknowledge and agree that Section 17.3 (a) to (f), inclusive of the main body of this Agreement is hereby deleted and replaced with the following:

- "17.3 (a) demolition, removal and disposal of all existing disposal of all existing materials, buildings and foundations and associated servicing;
- (b) grading inclusive of 300 mm depth topsoil supply and placement. Where lands have been environmentally risk assessed in accordance with MOECC regulations, the required depth profile of the environmental soil/soft cap will be 1.5 metres of engineered fill compacted to 95% SPD and certified by the consulting engineer.
- in the case of a risk-assessed site, all materials brought onto the Subdivision will comply with the site-specific standards outlined in the Certificate of Property Use. In the case where no risk assessment of the Subdivision was required, all materials brought on to the Subdivision will comply with the Ontario Reg. 153/04 Table 3 RPI standards;
- (c) sod #1 nursery grade;
- (d) fencing to City standards, where deemed necessary;
- (e) sanitary and storm service connections with manholes at streetline;
- (f) all necessary drainage systems, including connections to the municipal services as required;
- (g) water and electrical service connections; (minimum water: 50 mm to the street line including backflow preventers, shut off valves, water metre and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
- (h) street trees along all public road allowances, which abut future City owned parkland; and
- (i) standard park sign (separate certified cheque required)."

32. Prior to the issuance of the first above-grade building permit for Phase 2, the Owner will submit through a mutually agreed upon consultant Landscape Architect, a design, cost estimate and any necessary plans for the construction of the Base Park Improvements as required and to be approved by Parks, Forestry and Recreation. Despite section 17.6 of the standard subdivision agreement, the Base Park Improvements shall be completed prior to the condominium registration of Phase 2.

33. The parties hereto acknowledge and agree that Section 17.5 of the main body of this Agreement is hereby deleted and replaced with the following:

"17.5. Prior to the issuance of the first above-grade building permit for Phase 2, the Owner agrees to provide an irrevocable Letter of Credit in the amount of 120% of the value of the Base Park Improvements for Park Block 2 to the satisfaction of Parks, Forestry and Recreation. No credit will be given towards the Parks and Recreation component of the Development Charges for costs associated with base park improvements."

Above Base Park Improvements

34. The Owner agrees to design and construct improvements to Park Block 2 above base park improvements ("Above Base Park Improvements") for a Development Charge credit against a portion of the Parks and Recreation component of the Development Charges, to the satisfaction of Parks, Forestry and Recreation. The Owner agrees to submit a design and cost estimate to be approved by Parks, Forestry and Recreation and a letter of credit equal to 120% of the Parks and Recreation component of the Development Charges. The approved design, cost estimate and the letter of credit will be required prior to the first above-grade building permit for Phase 2. The Development Charge credit for the Above Base Park Improvements will be in an amount that is the lesser of the cost to the Owner installing the Above Base Park Improvements, as approved by Parks, Forestry and Recreation, and the Parks and Recreation component of Development Charges payable for the Subdivision less the amount approved by Parks, Forestry and Recreation, for the Community Centre Facility's Furnishings, in accordance with the City's Development Charges By-law, as may be amended from time to time. The Above Base Park Improvements eligible for Development Charge credit may include other items if permitted by other planning instruments or with the agreement of Parks, Forestry and Recreation.
35. The Owner is responsible for the design and construction of the Above Base Park Improvements to the satisfaction of Parks, Forestry and Recreation. Areas to be addressed in the design of Park Block 2 are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of Park Block 2 will be at the discretion of Parks, Forestry and Recreation.
36. Prior to the issuance of the first above-grade building permit for Phase 2, the Owner agrees to submit tender-ready construction drawings with details and specifications capturing the scope of work for the Above Base Park Improvements for review and approval by Parks, Forestry and Recreation.
37. The public consultation process for the design of Park Block 2 will be led by Parks, Forestry and Recreation. The Owner and its consultants will prepare and provide presentation materials for the public consultation process at their cost and will participate in all meetings with staff, stakeholders and other agencies as required for approval and construction of Park Block 2.
38. Prior to the first condominium registration of any building in Phase 2, the construction of the Base and Above Base Park Improvements to Park Block 2 will be completed to the satisfaction of Parks, Forestry and Recreation. Unforeseen delays (e.g. weather) resulting in the late delivery of Park Block 2 will be taken into consideration and at the discretion of Parks, Forestry and Recreation when determining a revised delivery date for Park Block 2.
39. Should the Owner undertake Base and/or Above Base Park Improvements on Park Block 2 following the conveyance of Park Block 2 to the City, the Owner agrees to obtain a Park Access Agreement ("PAA") from Parks, Forestry and Recreation Planning, Design and Development Division. The PAA will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of Parks, Forestry and Recreation. The

Owner will indemnify the City against any claim during any interim use of or work carried out by the Owner on Park Block 2.

40. The Owner acknowledges that the stockpiling of any soils or materials or use as an interim construction staging area on Park Block 2 after its conveyance to the City is prohibited unless a Construction Staging Agreement has been obtained from Parks, Forestry and Recreation's Business Services Division. The Construction Staging Agreement, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of Parks, Forestry and Recreation. The Construction Staging Agreement will be secured prior to the issuance of any shoring and excavation permits. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on Park Block 2.
41. The Owner agrees to provide an environmental assessment report, prepared by a qualified engineer, at the end of the permitted occupation to verify that Park Block 2 continues to meet the applicable laws, regulations and guidelines respecting sites to be used for public park purposes. The construction of Park Block 2 will commence after occupation, to the satisfaction of Parks, Forestry and Recreation. The Owner will be responsible for paying all costs associated with the City retaining a third-party peer reviewer for the environmental addendum.
42. The Owner agrees to submit the as-built drawings in print/hardcopy and electronic format, as well as a georeferenced AutoCAD file to Parks, Forestry and Recreation. A complete set of "as built" plans will be provided electronically on CD in PDF format, and two (2) sets full size bond hard copies to Parks, Forestry and Recreation. The plans will include, but not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files will be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
43. The Owner acknowledges that spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to Parks, Forestry and Recreation.

Parkland Warranty

44. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements will guarantee such work and associated materials. The Owner agrees to provide certification from their landscape architect certifying that all work has been completed in accordance with the approved drawings. Upon the City's acceptance of the certificate, the Letter of Credit(s) will be released less 20%, which will be retained for the 2 year guarantee – Parkland Warranty Period. For greater clarity: the Parkland Warranty Period will not be related to the timing of any other Services, (for example: the delivery of, or any separate warranty period for, roads).
45. The Owner, upon satisfactory completion of the construction and installation of the Above Base Park Improvements will be required to guarantee such work and associated materials. The Owner agrees to provide certification from their landscape architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by Parks, Forestry and Recreation be less than the Parks and Recreation component of the Development Charges for the development less the credit provided for the Community Centre Facility's Furnishings, the difference will be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement Letter of Credit. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20% which will be retained for the 2 year guarantee known as the Parkland Warranty Period.

46. Upon the expiry of the Parkland Warranty Period, the outstanding park security will be released provided that all deficiencies have been rectified to the satisfaction of the Parks, Forestry and Recreation.
47. The City hereby accepts and agrees that the provision of Park Block 2 as set out herein will satisfy all parkland dedication requirements for the Subdivision and that no additional parkland dedication or cash-in-lieu of parkland will be required from the Owner. Should the Owner apply for new planning application(s) to increase the intensity of the permitted development over and above the permitted density, and these planning application(s) be approved by City Council, then parkland dedication would be applied to the new additional increases in accordance with Chapter 415 of the Municipal Code.
48. The total combined Development Charge credit for the Furnishings of the Community Centre Facility as approved by Parks, Forestry and Recreation, and the Above Base Park Improvements will under no circumstances exceed the Parks and Recreation component of Development Charges payable for the Subdivision, in accordance with the City's Development Charge By-law, as may be amended. Similarly, the total combined costs of the Furnishings for the Community Centre Facility and the Above Base Park Improvements incurred by the Owner will not exceed the Parks and Recreation component of the Development Charges payable for the Subdivision, in accordance with the City's Development Charge By-law, as may be amended.

NOISE AND VIBRATION

49. The Owner agrees to carry out/implement, and bear all costs associated with the recommended Noise Mitigation Measures in accordance with the Noise Mitigation Measures Report, to the satisfaction of City Planning and Engineering and Construction Services.
50. Prior to the registration of the draft plan of subdivision of Phase 1 Plan 1, the Owner agrees to illustrate the location of any sound barrier/noise attenuation fences on all tree planting and tree preservation/protection plans and landscape plans for Block 1 on Phase 1 Plan 1, to the satisfaction of the City Planning and Engineering and Construction Services.

TORONTO GREEN STANDARD

51. The Owner agrees to construct and maintain the Subdivision in accordance with Tier 1 performance measures of the Toronto Green Standard, as adopted by Toronto City Council at its meeting held on October 26 and 27, 2009 through the adoption of PG32.3 of the Planning and Growth Committee.

TEMPORARY SALES CENTRE

52. Prior to the registration of the plan of subdivision of Phase 1 Plan 1, the Owner may be permitted to construct a temporary sales centre provided the sales centre is permitted in the zoning by-law.

SITE PLAN CONTROL

53. The Owner agrees to submit a site plan application for each phase of the development detailing the interim landscaping of any undeveloped areas.

SCHOOLS

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

"The Toronto District School Board makes every effort to accommodate students at local schools. However, due to residential growth sufficient accommodation may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available. For information regarding designated school(s), please call 416-394-7526."

These signs will be to the School Board's specifications and will be erected prior to registration of the plan of subdivision of Phase 1 Plan 1.

55. The Owner agrees to include in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision the following warning clauses and for a period of 10 years after registration of the plan of subdivision for Phase 1, Plan 1:

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

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

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

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

These signs will be to the School Board's specifications and will be erected prior to registration of the plan of subdivision of Phase 1 Plan 1.

57. The Owner agrees to include in all Agreements of Purchase and Sale and/or Rental Agreements for the Subdivision the following warning clauses and for a period of 10 years after registration of the plan of subdivision Phase 1, Plan 1:

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

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

ARCHAEOLOGICAL

58. Prior to the registration of the plan of subdivision of Phase 1 Plan 1, the Owner agrees to obtain approval from the Ministry of Culture and/or the City of an archaeological assessment for lands within the Subdivision and mitigate, through preservation or resource removal and documentation, adverse impacts on any significant archaeological resources found. Without prior written approval of Engineering and Construction Services, no grading or other soil disturbances will take place within the limits of the Subdivision, other than works associated with the completion of the

archaeological assessment, until the City and the Ministry of Culture confirm that all archaeological resource concerns have been identified and appropriate licensing and resource conservation requirements have been established.

TORONTO HYDRO

59. Prior to the registration of the plan of subdivision of Phase 1 Plan 1, 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 have been provided to the City;
 - (iii) written confirmation that satisfactory arrangements have been made for the installation of street lighting for the Subdivision.

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

61. Despite Section 16.1 of the standard subdivision agreement, Toronto Hydro infrastructure may exist on the future road lands, and an easement(s) to Toronto Hydro may be registered on title to the future road lands. The Owner will make reasonable efforts to secure a discharge of any such easements prior to, or concurrent with, conveyance of any future road lands mentioned in this agreement, but if such discharge(s) are not readily forthcoming easements to Toronto Hydro shall be a permitted encumbrance.

BELL CANADA

62. The Owner agrees to grant to Bell Canada any easements that may be required, subject to final servicing decisions. In the event of any conflict with existing Bell Canada facilities or easements, the Owner will be responsible for the relocation of such facilities or easements.

NATURAL GAS

63. Prior to the registration of the plan of subdivision of Phase 1 Plan 1, the Owner agrees to make satisfactory arrangements, financial and otherwise (including providing easements), with a natural gas provider for the installation and delivery of gas services to the Subdivision, to the satisfaction of Enbridge Gas Distribution or such other gas provider.

64. The Owner agrees to 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.

65. The Owner agrees that 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 phased construction, all costs are the responsibility of the Owner.

66. In the event that easement(s) are required to service the Subdivision, the Owner agrees to provide the easement(s) to Enbridge Gas Distribution at its own cost.
67. 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 is within 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).
68. The Owner agrees to grade all road allowances to as final elevation as possible, provide necessary field survey information and all approved municipal road cross sections, identifying all utility locations to the satisfaction of Enbridge Gas Distribution, prior to the installation of the gas piping.