

**ATTACHMENT NO. 1**

**CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL**

**CONDITIONS OF DRAFT APPROVAL  
DRAFT PLAN OF SUBDIVISION FILE 19T-20V002 ('THE PLAN')  
METRUS (TERRA) PROPERTIES INC. ('THE OWNER')  
PART OF LOT 6, CONCESSION 5, 7800 JANE STREET  
CITY OF VAUGHAN**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF SUBDIVISION FILE 19T-20V002 (THE 'PLAN'), ARE AS FOLLOWS:**

The Owner shall satisfy the following Conditions of Approval:

1. The Conditions of Approval of the City of Vaughan as set out on Attachment 1a).
2. The Conditions of Approval of York Region as set out on Attachment No. 1b) and dated April 27, 2022.
3. The Conditions of Approval of Alectra Utilities Corporation as set out on Attachment No. 1c) and dated April 21, 2020.
4. The Conditions of Approval of Enbridge Gas Inc. as set out on Attachment No. 1d) and dated May 16, 2020.
5. The Conditions of Approval of Bell Canada as set out on Attachment No. 1e) and dated April 22, 2020.
6. The Conditions of Approval of Canada Post as set out on Attachment No. 1f) and dated April 27, 2020.

**Clearances**

1. The City shall advise that the Conditions on Attachment No. 1) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
2. York Region shall advise that the Conditions on Attachment No. 1b) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
3. Alectra Utilities shall advise that the Conditions on Attachment No. 1c) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
4. Enbridge Gas Inc. shall advise that the Conditions on Attachment No. 1d) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.
5. Bell Canada shall advise that the Conditions on Attachment No. 1e) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

6. Canada Post shall advise that the Conditions on Attachment No. 1f) have been satisfied and the clearance letter shall include a brief statement detailing how each condition has been met.

**ATTACHMENT NO. 1a)**

**CONDITIONS OF DRAFT APPROVAL  
DRAFT PLAN OF SUBDIVISION FILE 19T-20V002 ('THE PLAN')  
METRUS (TERRA) PROPERTIES INC. ('THE OWNER')  
PART OF LOT 6, CONCESSION 5, 7800 JANE STREET  
CITY OF VAUGHAN**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('THE CITY') THAT  
SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF THE PLAN,  
ARE AS FOLLOWS:**

**CITY OF VAUGHAN CONDITIONS**

1. The final Plan shall relate to the Draft Plan of Subdivision, prepared by KLM Planning Partners Inc., Project No. P-3014, dated May 24, 2022, and surveyors certificate dated April 9, 2021 (the 'Plan').
2. Prior to registration, the lands within this Plan shall be appropriately zoned by a Zoning By-law, which has come into effect in accordance with the provisions of the *Planning Act*.
3. Prior to registration, the Owner shall submit, to the satisfaction of the City, a listing prepared by an Ontario Land Surveyor of all the Block areas, frontages and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.
4. Prior to registration, the Owner shall pay any and all outstanding application fees to the VMC Program, in accordance with the in-effect Tariff of Fees By-law.
5. Prior to registration, the Owner shall enter into a Subdivision Agreement with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to such matters as the City may consider necessary, including payments of development levies, landscaping, fencing, the design, construction, installation and road dedication and associated municipal services along the development frontage, at the sole cost of the Owner, with provisions for future connection in accordance with the local servicing policy, to the satisfaction of the City. The said Agreement shall be registered against the lands to which it applies.
6. Prior to final approval, the Owner shall submit to the City for approval a revised Draft Plan of Subdivision to include the lands abutting the subject lands to the north, along the Apple Mill Road Frontage, to be consolidated within the Subject Lands and ultimately included within the limits of the Draft Plan. The revised Draft Plan shall be final and binding prior to final approval.
7. The Owner shall agree to the following statements which are to be included in the Subdivision Agreement.
  - a) The Owner shall carry out, at no cost to the City, any temporary or permanent, access and drainage works that may be necessary to support the development under the interim condition to the satisfaction of the City.

- b) The road allowances included within the Plan shall be dedicated as public highways without monetary consideration, subject to the details of the Stratified Title Agreement.
- c) The road allowances included within this Draft Plan of Subdivision shall be named to the satisfaction of the City and the York Region Community Planning Department.
- d) The Owner shall dedicate all roads, daylight triangles, and road widenings shown on the plan, to the satisfaction of the City.
- e) The road allowances included in the Plan shall be designed in accordance with the City's standards for road and intersection design, temporary turning circles, daylighting triangles, and 0.3 metre reserves. The pattern of streets and the layout of blocks shall be designed to correspond and coincide with the pattern and layout of abutting developments.
- f) Any dead ends or open sides of road allowances created by this Plan shall be terminated in 0.3 metre reserves, to be conveyed to the City without monetary consideration and free of all encumbrances, to be held by the City until required for future road allowances or development of adjacent lands.
- g) The Owner shall agree in the Subdivision Agreement that the construction access shall be provided only in a location approved by the City. Construction staging areas, staging and construction vehicle parking plans shall be approved by the City.
- h) Easements as may be required for utility, drainage or construction purposes shall be granted to the appropriate authority(ies), free of all charge and encumbrance.
- i) The Owner shall agree in the Subdivision Agreement that no Building Permit(s) will be applied for or issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the proposed development.
- j) The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in any and all of the aforementioned reports to the satisfaction of the City.
- k) The Owner shall relocate or decommission any existing municipal infrastructure or utilities, whether internal or external to the Plan to facilitate the Plan, at its own expense, to the satisfaction of the City.
- l) The Owner shall agree in the Subdivision Agreement to design, purchase material and install a buried hydro distribution system for the LED street lighting system in the Plan in accordance with City Standards and specifications. This Plan shall be provided in accordance with the Vaughan Metropolitan Centre (VMC) requirements, to the satisfaction of the City.
- m) The Owner shall agree in the Subdivision Agreement to maintain adequate chlorine residuals in the watermain within the Plan after successful testing and

connection to the potable municipal water system and continue until such time as determined by the City or until assumption of the Plan. In order to maintain adequate chlorine residuals, the Owner will be required to retain a licensed water operator to flush the water system and sample for chlorine residuals on a regular basis determined by the City. The Owner shall be responsible for the costs associated with these activities including the metered consumption of water used in the program.

- n) The Owner shall agree in the Subdivision Agreement to pay its proportionate share of the cost associated with implementing the recommendations of the approved VMC Master Servicing Plan to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimates for the required infrastructure improvements.
- o) The Owner shall agree in the Subdivision Agreement to design and construct at its own cost the municipal services for the Plan in accordance with the final recommendations and conclusions of the approved VMC Master Servicing Strategy, to the satisfaction of the City.
- p) The Owner shall agree in the Subdivision Agreement to design and construct at no cost to the City the storm water drainage infrastructure for the Plan in accordance with the final recommendations and conclusions of the approved Vaughan Metropolitan Centre Master Servicing Strategy, and City standards to the satisfaction of the City
- q) The Owner shall agree in the Subdivision Agreement to design and construct, at no cost to the City, Street "1" and the associated services, to the satisfaction of the City.
- r) The Owner shall agree to pay its proportionate share of the cost associated with implementing the recommendations of the approved VMC Master Servicing Plan Update to the satisfaction of the City. Financial commitments will be secured based on the City's latest available cost estimate for the required infrastructure improvements.
- s) The Owner shall be required to provide payment-in-lieu of parkland dedication in accordance with the requirements of the *Planning Act*, the VOP 2010 (Section 7.3.3 Parkland Dedication) and By-law 139-90, as amended by 205-2012, and the City's "Cash-in-lieu of Parkland Policy". Real Estate Department shall also review and provide comments as required.
- t) No Building Permit(s) will be issued until the City is satisfied that adequate road access, municipal water supply, sanitary sewers, and storm drainage facilities are available to service the Plan.
- u) The Owner shall design and construct the following streetscape works in accordance with City standards, the "City-wide Streetscape Implementation Manual" and "VMC Streetscape & Open Space Plan" (collectively, the "Streetscape Guidelines"), to the satisfaction of the City. The streetscape works shall also be designed and constructed to complement and be coordinated with

the design and construction of the enhanced boulevard works installed along Highway 7, to the satisfaction of the City and Region of York.

- v) The Owner shall design and construct:
- i. The streetscape along the north side of Highway 7 to the limit of the completed works by vivaNext from the westerly limits to the easterly limits of the property at an enhanced level of service to the satisfaction of the City and York Region (the "Highway 7 Works");
  - ii. The interim and ultimate streetscape along the north-south local street from Highway 7 to Apple Mill Road at a standard urban level of service to the satisfaction of the City and York Region (the "Street 1 Road Works").
  - iii. The completion of the ultimate streetscape along the Apple Mill Road frontage between Jane Street and the north-south street from the westerly limits to the easterly limits of the property to an enhanced level of service to the satisfaction of the City (the "Apple Mill Road Works")
  - iv. The streetscape along the west side of Jane Street from the southerly and northerly limits of the property between Apple Mill Road and Highway 7 to an enhanced level of service to the satisfaction of the City and York Region (the "Jane Street Works")

The Street 1 Road Works, the Apple Mill Road Works, the Jane Street Works and the Highway 7 Works are collectively referred herein as the "Streetscape Works".

- w) The Owner shall remedy, repair and/or make good to the satisfaction of the City any alterations and/or damage to any existing boulevard components resulting from the works to be conducted.
- x) The Owner shall agree to design and construct both street lighting and pedestrian scale lighting to the satisfaction of the City. The streetlight system shall use LED luminaire, pole type and type of fixtures (or equivalent) in accordance with the City Standards and Specification and the VMC Streetscape and Open Space Plan.
- y) In the event there is additional work or increases in the cost of the Streetscape Works attributable to unforeseen circumstances or other problems encountered during construction by the Owner, the Owner shall notify the City but shall not be obligated to obtain the City's consent to authorize such additional work or increase in the cost of the Streetscape Works, except for major changes that exceed ten percent (10%) of the original cost of any one item in the construction contract for the project, in which case the City's consent shall be required. As construction proceeds, the Owner shall produce, if requested, copies of all supplementary contracts and change orders to the City for information.
- z) When the construction of the Streetscape Works has been substantially completed to the satisfaction of the City, the Owner shall provide the City with the following information:
- i. A certification from a registered consulting engineer and a registered landscape architect that confirms that the Streetscape Works have been constructed in accordance with the approved Construction Drawings, City standards, specifications and guidelines, and good engineering practices.

- ii. A detailed breakdown of the final as-constructed costs of the Streetscape Works certified by a professional consulting engineer and registered landscape architect to the satisfaction of the City;
- iii. A Statutory Declaration from the Owner confirming that all accounts in connection with the design and construction of the Streetscape Works have been paid in full and that there are no outstanding claims related to the subject works;
- iv. A complete set of "As Constructed" Construction Drawings from a registered Landscape Architect for the Streetscape Works to the satisfaction of the City;
- v. Copies of all final executed construction contracts, approved contract extras and change orders related to the construction of the Streetscape Works to the satisfaction of the City; and
- vi. Copies of all quality assurance test results, supplementary geotechnical reports and construction related reports.

The Owner shall indemnify and save harmless the City and/or their employees from all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason Streetscape Works or service provided under this Agreement.

- aa) Prior to the landscape plan review by VMC Program (Planning & Urban Design), a fee shall be paid by the Owner to the VMC Program in accordance with the in-effect Tariff of Fees for Vaughan Planning Applications – Landscape Review.

This fee will include the City's review and approval of proposed streetscaping/landscaping within the Plan (including but not limited to Urban Design Guidelines, Landscape Master Plan, Perfect Submission Landscape Architectural Drawings), and Tree Inventory/Preservation/Removals Plans.

In addition, a fee will be applied for each subsequent inspection for the start of the guaranteed maintenance period and assumption of the Plan by the City.

- bb) The Owner acknowledges that the Subject Lands are currently within the floodplain. The Owner must acknowledge and accept the risks with advancing development of the Subject Lands including the foundation construction within an existing flood prone area. The Owner shall indemnify and save harmless the City, the Region of York and TRCA from all actions, causes of actions, suits, claims, liabilities and demands whatsoever which arise either directly or indirectly by reason of any damage to the worksite or to any structure erected thereon arising from or in consequence of the foundation works in advance of the completion of the City of Vaughan's Edgeley Pond retrofit and Highway 7 culvert improvements, which is a York Region project partnered with the City to design and implement.
- cc) The Owner shall confirm when the Subject Lands are removed from the floodplain. This shall be achieved by providing documentation including, but not limited to TRCA approved floodplain mapping and modelling and confirmation from the City that the Edgeley Pond retrofit and Highway 7 culvert improvements are completed or substantially advanced to the satisfaction of the TRCA and the City. Prior to occupancy, the Subject Lands shall be removed from the floodplain subject to the clearance from the TRCA.

- dd) Prior to the proposed buildings obtaining final occupancy the Owner demonstrates to the satisfaction of TRCA that the works required to safely convey the Regional Stom Floodplain associated with Black Creek have been implemented pursuant to TRCA approved plans. This will include, but is not limited to, the submission of as-built drawings, revised floodplain modelling, floodplain mapping, site photos, inspection/monitoring reports and written certification by the consulting engineer, fluvial geomorphologist, ecologist and/or other professionals as deemed necessary by TRCA to the satisfaction of TRCA.
8. Prior to final approval of the Plan, as the local road ("Street 1") bisects the Subject Lands and the property to the west, the Owner shall work with the City and the adjacent landowner for the future design, construction, and delivery of the local road.
- The Street "1" shall be planned, designed and constructed in accordance with strata title guidelines issued by the City and approved by City Council dated June 4<sup>th</sup>, 2013 (the "City's Strata Guidelines"), where applicable, to the satisfaction of the City with all permanent and/or interim works including drainage design, grading adjustment and illumination to the satisfaction of the City.
9. Following the Plan registration, the Owner shall convey stratified title of Street "1", in respect of the lands within the boundaries of the Subject Lands, comprising the air rights, surface and subsurface portions of such roadway down to the upper ceiling exterior surface of the underground parking garage of the development, specifically in satisfaction of the requirement to convey to the City, stratified title of Street "1" as shown on the plans of the Owner, the Owner shall comply with the conditions of approval attached hereto as Attachment 1 and the City's Strata Guidelines.
10. Prior to final approval of the Plan, in addition to the draft plan conditions set out in Attachment 1 attached hereto for Street "1":
- a) The Subdivision Agreement, which shall be executed with the City and registered against title to the Subject Lands shall require that Street "1" and related servicing infrastructure be constructed to municipal standards, Canadian Highway Bridge Design Code, good engineering practices, the City's standards and Strata Guidelines, as set out herein and to the satisfaction of the City, to be completed forthwith after completion of the owner's structure on the subsurface, such that the strata Street "1" can be conveyed to the City in compliance with the provisions contained herein and the formal agreements, forthwith after physical construction by the owner and acceptance by the City, and Plan of Subdivision registration.. The owner shall post all required securities to the City's satisfaction, related to construction of Street "1", which shall be released by the City upon assumption of the works by the City and the reserve fund and emergency repair fund are in place.
  - b) The Owner shall procure a Stratified Title Agreement, which shall be executed with the City of Vaughan to satisfy all conditions, financial or otherwise of the City, with regard to Street "1" as the City may consider necessary. The said Agreement shall be registered against the Subject Lands.



- c) The Owner shall coordinate with the neighbouring landowner to the west to complete the design and construction of Street “1”, to the satisfaction of the City.
  - d) The Owner shall deliver the interim condition of Street “1” from Highway 7 to Apple Mill Road, to the satisfaction of the City prior to the occupancy of any units.
  - e) The Owner shall agree in the Subdivision Agreement to provide the necessary financial securities for the cost associated with the removal of the interim condition on Street ‘1’ and reinstatement of Street ‘1’ to the ultimate road condition including streetscape and servicing infrastructure to the satisfaction of the City.
  - f) The Owner shall make the necessary arrangements and enter into an agreement with the adjacent landowner to the west to allow for completion and construction of the Street “1” to its ultimate configuration within their ownership having consideration for the full ultimate design across both developers lands. The arrangements shall address, but are not limited to, liability, land title, cost-sharing, the timing and costs associated with the construction of the interconnection, and obligations and costs of maintenance be fully secured.
11. Prior to final approval of the Plan, the Owner shall submit to the City for review and approval a detailed geotechnical report, hydrogeological report, and dewatering report, to the satisfaction of the Development Engineering Department, which shall address but not limited to the following:
- a) a dewatering report/plan, necessary contingency plan, monitoring and reporting program during the construction;
  - b) assessment of the potential for impact to the existing building structures in vicinity of the proposed development due to dewatering operation; and,
  - c) design considerations for municipal services and structures.
- The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations including pavement design structure for ideal and non-ideal conditions to the satisfaction of the City.
12. Prior to final approval of the Plan, the Owner shall pay its proportionate share of the cost of any external municipal services that have been designed and oversized by others to accommodate the development of the Plan. The City agrees to utilize its reasonable efforts to recover the Owner’s costs of any external municipal services that have been designed and oversized by the Owner to accommodate any benefitting owners.
13. Prior to final approval of the Plan, the Owner shall submit an environmental noise impact study and vibration impact study, prepared in accordance with MECP NPC-300 for review and approval by the City. The preparation of the noise report shall include the ultimate traffic volumes associated with the surrounding road network. The Owner shall agree in the Subdivision Agreement to carry out, or cause to carry out, the recommendations set out in the approved noise report and include the necessary warning clauses in all Offers of Purchase and Sale or Lease, to the satisfaction of the City.

14. Prior to final approval of the Plan, the Owner shall prepare construction drawings for review and approval, details of the sewer and water system, plan and profile drawings within and along the development limit, intersection of Street "1" / Apple Mill Road / Highway 7. The Owner agrees to adjust the Block and road property limits on the final Draft Plan of Subdivision based on the approved road alignment and Right-of-Way width, to the satisfaction of the City.
15. Prior to earlier of the initiation of any grading or registration of the Plan, the Owner shall submit to the City for review and approval a detailed engineering report that conforms with the Vaughan Metropolitan Centre (VMC) Master Servicing Strategy Study. The detailed engineering report shall describe the storm drainage system for the proposed development within this draft plan and include:
- a) Plans illustrating how this drainage system will tie into surrounding drainage systems, and indicating whether it is part of an overall drainage scheme, how external flows will be accommodated, and the design capacity of the receiving system;
  - b) the location and description of all outlets and other facilities;
  - c) storm water management techniques which may be required to control minor or major flows; and
  - d) proposed methods of controlling or minimizing erosion and siltation onsite and in downstream areas during and after construction.
16. Prior to final approval of the Plan, the Owner shall provide a copy of the fully executed Subdivision Agreement to:
- a) Toronto and Region Conservation Authority (TRCA);
  - b) York Region District School Board;
  - c) York Catholic District School Board;
  - d) Canada Post;
  - e) Canada National Railway (CN);
  - f) Municipal Property Assessment Corporation (MPAC);
  - g) Alectra Utilities Corporation;
  - h) Enbridge Gas;
  - i) the appropriate telecommunication provider;
  - j) NavCanada;
  - k) Bombardier Aerospace; and
  - l) York Region.
17. Prior to final approval of the Plan, the Owner shall prepare, and the Development Engineering Department, the Policy Planning & Special Programs Department shall approve the final site servicing and grading plan, erosion control plan, functional servicing and stormwater management reports and drawings, site illumination plan, utility coordination plan, geotechnical and hydrogeological reports, Traffic Impact Study (TIS), and Transportation Demand Management Plans (TDM Plans); note that additional information and documents may be required upon the next submission. The Owner shall agree in the Subdivision Agreement to implement the recommendations of these reports and plans in the Plan of Subdivision to the satisfaction of the City.

18. Prior to final approval of the Plan, the Owner shall submit, to the satisfaction of the City, a listing prepared by an Ontario Land Surveyor of all the Block areas, frontages and depths in accordance with the approved Zoning By-law for all Blocks within the Plan.
19. Prior to final approval of the Plan, the Owner's Consultant shall certify that the roads and municipal services within the Plan have been designed to comply with the approved Functional Servicing Report, Master Servicing Strategy Study for the Vaughan Metropolitan Centre (VMC) and Transportation Master Plan.
20. Prior to final approval of the Plan, the Owner shall provide confirmation that satisfactory arrangements have been made with a suitable telecommunication provider(s) to provide their services, and if required within the municipal right-of-way at the approved locations and to the satisfaction of the City. The Owner shall provide a copy of the fully executed Subdivision Agreement to the appropriate telecommunication provider(s).
21. Prior to final approval of the Plan, the Owner shall satisfy the following:
  - a) Provide a functional road/intersection analysis/design to address the right-of-way under ultimate development conditions. The required road allowances, including active transportation facilities, shall be designed in accordance with the City and York Region's standards for road and intersection design;
  - b) Provide a phasing and implementation plan, which includes details concerning such matters as the ultimate and interim traffic and transportation system to the satisfaction of the City and York Region and it should specify the required infrastructure improvements and development triggers to support the development of the Subject Lands;
  - c) Submit a revised Traffic Impact Study addressing all the transportation related comments as detailed below to inform the detailed design of the proposed north-south local Street "1";
    - i. Detailed storage and queuing analysis is required to review any impacts of potential queuing vehicles at both Apple Mill Road and Highway 7 intersections and site access. The site access and roadway intersections shall include ample storage on site to store all the queued vehicles during the busiest peak hours.
  - d) Submit engineering plans showing, as applicable, all sidewalk locations and YRT/Viva standing area and shelter pad subject to YRT/Viva approval, to the satisfaction of the City and York Region.
22. Prior to final approval of the Plan, the Owner shall confirm that the necessary provisions of the Environmental Assessment Act and Municipal Class Environmental Assessment for Municipal Roads, Water and Wastewater Works as they may apply to the proposed primary roads and related infrastructure matters have been met.
23. Prior to final approval of the Plan and/or commencement of grading or construction, the Owner shall implement the following to the satisfaction of the City:
  - a) Submit a Phase One Environmental Site Assessment (ESA) report and, if required and as applicable, a Phase Two ESA, Remedial Action Plan (RAP), Risk Evaluation, Risk Assessment report(s) in accordance with Ontario Regulation (O. Reg.) 153/04 (as amended) or its intent, for the lands within the Plan. Reliance on

- the report(s) from the Owner's environmental consultant shall be provided to the City.
- b) Should there be a change to a more sensitive land use as defined under O. Reg. 153/04 (as amended) or remediation of any portions of lands within the Plan required to meet the applicable Standards set out in the Ministry of the Environment, Conservation, and Parks (MECP) document "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act" (as amended), submit a complete copy of the Record(s) of Site Condition (RSCs) filed on the Environmental Site Registry including the acknowledgement letter from the MECP, covering all the lands within the Plan.
  - c) Submit a sworn statutory declaration by the Owner confirming the environmental condition of the lands to be conveyed to the City.
  - d) Reimburse the City for the cost of the peer review of the ESA reports and associated documentation, as may be applicable.
24. The following warning clause(s) shall be included in the Subdivision Agreement and all Offers of Purchase and Sale or Lease for Lots and Blocks on the Plan, on any future agreements of purchase and sale with individual unit owners, the disclosure statement, the condo corporation declaration and the condo corporation's by-laws in event that a condominium corporation is registered:
- a) "Purchasers and/or tenants are advised that ultimate works for Street "1" will be completed westerly of the development in the future in accordance with VMC Secondary Plan to facilitate development of adjacent lands without further notice.
  - b) "Purchasers and/or tenants are advised that, notwithstanding ownership of the parking spaces located in the parking garage structure on the subsurface of Street "1", the said parking garage structure provides support to Street "1" and servicing infrastructure and will be maintained and repaired by the subsurface works Owner and in accordance with the agreements registered on title to the lands"
25. The following warning clauses shall be included in the Agreement of Purchase and Sale, condominium declarations, condominium agreement and Subdivision Agreement:
- a) "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City and the Ministry of the Environment, Conservation, and Parks."
  - b) "This dwelling unit has been supplied with a central air conditioning system which will allow windows closed and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation, and Parks."
  - c) "Purchasers/tenants are advised that due to the proximity of the adjacent industrial and commercial facilities, sound levels from these facilities may at times be audible."

26. Prior to earlier of the initiation of any grading or construction on the subdivision, the Owner shall install erosion and sediment control. The erosion and sediment control plan shall be designed and approved to the satisfaction of the City.
27. Prior to earlier of the registration of the Plan of Subdivision or commencement of construction on the lands, the Owner shall provide plans and designs for the grading of the lands, the roads, and municipal services to the satisfaction of the City.
28. Prior to commencement of construction, the Owner shall obtain necessary Approvals from MECP for all sewage works that service the development including but not limited to proposed stormwater management facilities (sewers, underground storm tank and oil and grit separator), sanitary sewers and watermain.
29. Prior to final approval of the Plan, should the strata title arrangement be deemed eligible, the Owner shall enter into a Framework Agreement with the City prior to Plan registration, if required, to set out the framework around standard design, construction, maintenance, liability, repair and replacement of the underground parking structure and how to proceed with the project and further agreements as required.

DRAFT PLAN CONDITIONS FOR STRATA STREET "1"

30. Prior to final approval of the Plan, and specifically in satisfaction of the requirement to convey to the City, strata roadway (also referred to as that portion of Street "1" located within the boundaries of the Subject Lands), the Owner shall:
  - a) Provide to the City a reference plan delineating the vertical and horizontal limits of the proposed strata roadway:
    - i. with the roadway of sufficient width and depth satisfactory to the City's Development Engineering Department and Policy Planning & Special Programs Department;
    - ii. with sufficient subsurface area and depth to accommodate the required municipal services for water and storm sewer system satisfactory to the City's Development Engineering Department and Policy Planning & Special Programs Department; and
    - iii. in both cases with sufficient provision for drainage and other services necessary for the safe operation of and longevity of such facilities.

The horizontal line between the Owner's subsurface structure and the City's surface lands shall be measured from the top of the granular warning layer on top of the parking structure to the satisfaction of the City.

- b) Provide to the City all background reports relevant to such strata roadway and the lands underneath, including but not limited to, all environmental reports, all soils reports, all water table and dewatering reports, and reliance letters in respect thereof addressed to the City, all to the satisfaction of the City's Development Engineering Department and Policy Planning & Special Programs Department;

- c) Provide to the City a report of a structural engineer satisfactory to the City's Development Engineering Department and Policy Planning & Special Programs Department confirming the structural sufficiency of, and conformity of all subsurface works with a recognized bridge standard such as the Canadian Highway Bridge Design Code or tunnel standard, sufficient to support the strata roadway above, any servicing infrastructure, and any loads that might typically be transported upon the strata roads, together with an assessment of the lifecycle of such subsurface works and recommended waterproofing, inspection and maintenance intervals.
- d) Reimburse the City, upon 30 days of demand for payment, for all costs related to hiring its own structural engineer to peer review the report of the Owner's structural engineer and to inspect the site works from time to time during construction of Street "1" and servicing infrastructure works;
- e) Permit the City or its engineers inspection rights during the construction of the project, including the roadway, servicing infrastructure and parking garage, to ensure compliance with the terms of the agreement of purchase and sale and the delivery specifications of the strata roadway relative to construction quality and structural aspects, without the City incurring any liability or responsibility for so inspecting.
- f) Provide to the City as built drawings after completion of construction of the project confirming construction in strict compliance with approved drawings.
- g) Ownership of the subsurface structure shall be limited to one legal entity.
- h) No further subdivision of the Owner's subsurface structure shall be permitted.
- i) Convey unencumbered title of the strata Street "1" to the City, at no cost to the City, upon completion of construction of such strata Street "1" satisfactory to the City engineering department and consistent with the specifications to be agreed upon; together with all easements necessary to enable the City to have access to all subsurface works and adjacent properties necessary to access subsurface works at all times, together with any other easements for utilities or other municipal works as the City may require.
- j) Prior to conveyance of strata title of Street "1", the Owner shall arrange for final inspection by the City Development Engineering Department confirming compliance with the drawings and specifications for subsurface works and strata road works respectively.
- k) Maintain Street "1" and related servicing infrastructure, in accordance with the Subdivision Agreement, and they shall remain at the risk of the Owner until assumption by the City.

- l) Reimburse the City for all legal and engineering costs including any HST, Land Transfer Tax, plans of surveys, which shall be payable or deemed to be payable by the City.
- m) Enter into a Strata Title Agreement, effective prior to Plan Registration and upon conveyance of the strata Street "1" to the City, to be registered on title to the Owner's lands on closing date, which reciprocal agreement shall provide for;
  - i. the City's ongoing rights of access for inspection of all subsurface works, to ensure repair and maintenance obligations on such subsurface works are carried out, to ensure structural integrity of such subsurface works, and to carry out its own repairs and maintenance should the subsurface Owner fail to do so;
  - ii. the right of the City to require the subsurface works Owner to undertake any work it considers necessary if it considers a subsurface works may render City property above or adjacent unstable or unsafe;
  - iii. entitling the City to conduct its own reserve fund study at the expense of the subsurface works Owner from time to time, and having the reserve fund studies of the subsurface works Owner sent to it annually and be subject to peer review, and requiring, as a result of such peer-review studies, the increase of any reserve funds held by the subsurface works Owner;
  - iv. the obligation on the subsurface works Owner to maintain, repair, and replace the subsurface supporting structure, and to perform certified inspections every two years, or any other timeline, in accordance with the Canadian Highway Bridge Design Code;
  - v. the obligation of the subsurface works Owner to restore the strata Street "1" and the lands adjacent thereto including utilities, curbs, sidewalks, light standards, trees, roadways to its/their condition prior to commencement of construction, maintenance, repair, or replacement, should construction, maintenance, repair or replacement of the subsurface supporting structure be required;
  - vi. the obligation on the subsurface works Owner to maintain insurance at a level and with coverage satisfactory to the City's Risk Management Department;
  - vii. the obligation on the subsurface works Owner to maintain a reserve fund at all times sufficient to ensure the proper maintenance, repair, and replacement, as necessary, of all subsurface works necessary to support the strata road and servicing infrastructure, provided that a reserve fund maintained by the subsurface works Owner providing for an obligation to maintain the subsurface works, shall be sufficient in respect of the subsurface works Owner's obligation if it complies in all respects with the reserve fund obligations of the *Condominium Act*, and the Owner shall initially fund such dedicated reserve fund in respect of the Owner in an amount satisfactory to the City, and the Owner shall update each reserve fund study at least every five years;

- viii. the obligation of the subsurface works Owner to establish a cash based emergency repair fund in an initial amount satisfactory to the City, prior to registration of Plan of Subdivision, which shall be held by the City and may be accessed by the City;
  - ix. the obligation of the subsurface works Owner to provide an annual structural engineering report on the status of all subsurface works, or with such other periodicity to be determined by the City;
  - x. the obligation of the subsurface works Owner to compensate the City for any damage to the strata roadway as a result of the acts or omissions of such subsurface works owner, their licensees, leasees, and invitees;
  - xi. the obligation of the subsurface work Owner to pay all the City's out of pocket costs in respect of the foregoing regime.
- n) Settle the form of such strata title agreement satisfactory to the City Solicitor or its designate at least 60 days prior to the registration of the Plan of subdivision.
- o) Subsequent to the conveyance of the strata Street "1" to the City and prior to the registration of the Plan of Subdivision, the Owner shall deliver to the City a reserve fund study in respect of the Owner's subsurface supporting structure and fund the reserve fund established consistent with the reserve fund study, and the emergency repair fund established in the Strata Title Agreement.
31. Prior to transfer of any units or blocks and registration, the Owner shall submit to the City satisfactory evidence that the appropriate warning clauses required by the Subdivision Agreement have been included in the Offers of Purchase and Sale or Lease for such block. If Offers or Purchase and Sale or Lease have not been executed prior to the registration of the plan, then the Owner shall agree to provide evidence that the warning clauses have been included in the Offers of purchase and Sale or Lease prior to final approval of the corresponding site development file.
32. Prior to final approval of the Plan, the Owner shall prepare detailed streetscape and open space construction drawings as part of the subdivision construction drawing package based on the Streetscape and Open Space Plan, to the satisfaction of the City. Streetscape cost estimates shall be submitted to the satisfaction of the City. Securities will be taken based on the full cost of the works, and the Owner acknowledges that securities will be taken for both the interim landscape and streetscape implementation, as well as the conversion of the interim streetscape works to the ultimate condition, to the satisfaction of the City.
33. Prior to final approval of the Plan, an interim landscape plan shall be provided and approved to the satisfaction of the VMC Program. The Owner will be required to provide securities for the interim landscape condition for Street "1", to the satisfaction of the City.
34. Prior to final approval of the Plan, the Owner shall submit an analysis of tree soil volumes demonstrating that each tree planted has met the minimum requirement of 20 cubic meters of growing medium in a shared tree pit or 30 cubic meters of growing medium in a stand-alone tree pit to encourage the growth of large caliper shade trees, to the satisfaction of the City.
35. Prior to final approval of the Plan, the Owner shall provide a revised Tree Preservation Study to the satisfaction of the City. The study shall include an inventory of all existing trees,



assessment of significant trees to be preserved and proposed methods of tree preservation. The Owner shall not remove any trees without written approval by the City.

36. Prior to final approval of the Plan, the Owner is required to enter into a Tree Protection Agreement which includes a security for trees to be preserved and protected in accordance with the approved Tree Preservation Study. The value of the security associated with the City's Tree Protection Agreement is determined through the following:
- Tree compensation formula provided in the Arborist Report based on the City Tree Replacement Requirement
  - The costs associated with tree protection measures (i.e. tree protecting fencing silt barriers etc)
  - The costs associated with actual tree removals