

CITY OF TORONTO

BY-LAW No. 1194-2010(OMB)

To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to lands municipally known as 1100 King Street West.

WHEREAS the Ontario Municipal Board pursuant to its decisions/orders issued on March 26, 2004 (Decision/Order No. 0653), April 26, 2004 (Decision/Order No. 0818), April 12, 2005 (Decision/Order No. 0908) and November 18, 2005 (Decision/Order No. 3042) respectively, upon hearing the appeal of Canadian Pacific Company under Section 34(11) of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, deems it advisable to amend By-law No. 438-86, as amended, of the City of Toronto;

THEREFORE By-law No. 438-86, being a by-law "To regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and, to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto", as amended, is hereby further amended as follows:

1. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this By-law for the *West Lot* are permitted subject to compliance with the conditions set out in this By-law and in return for the provision by the owner of the *West Lot* of the facilities, services and matters set out in Appendix 1 hereof, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.
2. [Deleted by Decision/Order No. 0908 issued on April 12, 2005].
3. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this By-law for the *East Lot* are permitted subject to compliance with the conditions set out in this By-law and in return for the provision by the owner of the *East Lot* of the facilities, services and matters set out in Appendix 2 hereof, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.
4. [Deleted by Decision/Order No. 0908 issued on April 12, 2005].
5. Except as otherwise provided herein, the provisions of By-law No. 438-86 shall continue to apply to the *Site*.
6. District Map No. 49G-321 contained in Appendix "A" of By-law No. 438-86 is amended by redesignating the lands outlined by heavy lines on Map 1, attached to and forming part of this By-law, from "I1 D3" and "CR T4.0 C3.0 R2.0" to "R2 Z2.0" and from "I1 D3" to "G", as shown on the said Map 1.
7. District Map No. 49G-321 contained in Appendix "A" of By-law No. 438-86 is amended by redesignating the lands outlined by heavy lines on Map 2, attached to and forming part of this By-law, from "I1 D3" to "(h) CR T3.0 C 1.5 R2.0" as shown on the said Map 2.

8. Height and Minimum Lot Frontage Map No. 49G-321 contained in Appendix "B" of By-law No. 438-86 is amended by redesignating the lands shown outlined by heavy lines on Map 3 attached to and forming part of this By-law from "H18.0" and "H23.0" to the height limits as shown on the said Map 3.
9. Height and Minimum Lot Frontage Map No. 49G-321 contained in Appendix "B" of By-law No. 438-86 is amended by redesignating the lands shown outlined by heavy lines on Map 4 attached to and forming part of this By-law from "H18.0" to the height limits as shown on the said Map 4.
10. Notwithstanding Section 6(1)(f) of By-law No. 438-86,
 - (a) no person shall erect or use a building or structure within *Block A* for any purpose except one or more of the following uses,
 - (i) a *parking station* and loading facilities, and
 - (ii) uses *accessory* thereto,provided the *parking station* and loading facilities are *accessory* to *dwelling units* located within *Block B* and/or *Block C*,
 - (b) no person shall erect or use a building or structure within *Block B* for any purpose except one or more of the following uses,
 - (i) a *rowplex* and an *apartment building*, and
 - (ii) uses *accessory* thereto including a *parking garage*,
 - (c) no person shall erect or use a building or structure within *Block C* for any purpose except one or more of the following uses,
 - (i) a *rowplex* and an *apartment building*, and
 - (ii) uses *accessory* thereto, including a *parking garage*,
 - (d) no person shall erect or use a building or structure within *Block D* for any purpose except one or more of the following uses,
 - (i) an *apartment building*, and
 - (ii) uses *accessory* thereto, including a *parking garage*,
 - (e) no person shall erect or use a building or structure within *Block E* for any purpose except one or more of the following uses,
 - (i) a berm, wall, fence or other rail safety feature,

- (ii) sound attenuation wall or feature,
- (iii) open space, and
- (iv) uses *accessory* to any of the foregoing uses.

11. Notwithstanding Section 6(3) Part I of By-law No. 438-86, as amended,

- (a) *non-residential gross floor area* is not permitted within buildings or structures erected within the *West Lot*, exclusive of *Block F*, and
- (b) the maximum combined *residential gross floor area* of all buildings or structures erected within the *West Lot*, exclusive of *Block F*, shall not exceed 67,030 square metres, and no person shall within any of *Block A*, *Block B*, *Block C*, *Block D* and *Block E* erect or use a building or structure where the total *residential gross floor area* of all buildings or structures within such *Block*, as listed in Column A below, exceeds the amount set out in the corresponding row for such *Block* in Column B below;

COLUMN A	COLUMN B
BLOCK	MAXIMUM RESIDENTIAL GROSS FLOOR AREA (sq.m)
<i>Block A</i>	0
<i>Block B</i>	18,740
<i>Block C</i>	14,900
<i>Block D</i>	33,390
<i>Block E</i>	0

12. Notwithstanding Section 11 hereof,

- (a) an additional 3,550 square metres of *residential gross floor area* used for and only for a *parking garage* or *parking spaces* is permitted within *Block B*, and
- (b) an additional 1,520 square metres of *residential gross floor area* used for and only for a *parking garage* or *parking spaces* is permitted within *Block C*.

13. Notwithstanding Section 6(3) PART II of By-law No. 438-86 and subject to Section 13 hereof, no part of any building or structure erected within any of *Block B*, *Block C* or *Block D* shall be located above *grade* other than within a *Building Envelope*.

14. Notwithstanding Section 4(2)(a) of By-law No. 438-86 and subject to Section 15 hereof,

- (a) no part of a *parking garage* located within *Block B* or *Block C* shall have a *height* exceeding 2.5 metres above *grade*, and
- (b) no part of any building or structure, other than a *parking garage* referred to in subsection (a) hereof, erected within any of *Block B*, *Block C* or *Block D*, shall have a *height* in metres above *grade* exceeding the *height* limit shown within the applicable *Building Envelope* following the symbol H on Maps 6A, 6B and 6C attached hereto,
- (c) no part of any building or structure erected within *Block G*, shall have a *height* in metres above *grade* exceeding the *height* limit shown following the symbol H on Map 4 attached hereto,
- (d) subsections (b) and (c) hereof shall not apply to prevent the erection and use, within *Block D* or *Block G*, of the following structural and architectural elements provided the following respective provisions are met:
 - (i) a parapet wall not exceeding a vertical projection of 1.07 metres above the *height* limit otherwise applicable to the building or structure,
 - (ii) a stair tower, elevator shaft, chimney stack or other heating, cooling or ventilating equipment or window washing equipment on the roof of a building, or a fence, wall or structure enclosing such elements, provided,
 - (A) the maximum height of the top of such elements or enclosure is not higher than the sum of 6.0 metres and the *height* limit otherwise applicable to the building or structure;
 - (B) the aggregate horizontal area of such elements, including the area contained within an enclosure, measured at a point above the *height* limit, does not exceed 40 percent of the area of the roof of the building, and
 - (C) the width of such elements, including the width of an enclosure, located within 6.0 metres of a boundary of a *Block* that is a *street* line, does not exceed 60 percent of the width of the main wall of the building facing the *Block* boundary, provided the width is to be measured parallel to the *Block* boundary.

15. Sections 13 and 14(b) hereof, do not apply to,

- (a) a *parking garage* located within *Block B* or *Block C* provided no part of such *parking garage* is higher than 2.5 metres above *grade*,
- (b) an entry vestibule that projects no more than 2.5 metres beyond the applicable *Building Envelope* and that is no higher than 2.5 metres above *grade*,

- (c) an open balcony that projects no more than 2.5 metres beyond the applicable *Building Envelope*, provided the balcony is no higher than the portion of the building to which it is attached,
- (d) stairways and vehicle ramps, including enclosing walls and safety fences, that provide access to a *parking garage* or *parking station*,
- (e) eaves and cornices that project no more than 1.0 metres beyond the applicable *Building Envelope*,
- (f) canopies that project no more than 0.5 metres beyond the applicable *Building Envelope*, provided that each such canopy has a maximum width of 3.5 metres and is located above a *dwelling unit* entry door, and
- (g) any other type of structure identified as a permitted projection in Section 6(3) PART II 8 of By-law No. 438-86, provided that the restrictions and qualifications in that Section are complied with,

provided that no such part of a building or structure may project into a *street* or abutting *lot* other than a canopy permitted by subsection (f), which may project up to 0.5 metres in to an abutting *street*.

16. Notwithstanding Section 4(6) of By-law No. 438-86, as amended:

- (a) one *loading space – type G* shall be provided within *Block A*, and
- (b) one *loading space – type G* shall be provided within *Block D*.

17. Notwithstanding Section 4(4)(b) of By-law No. 438-86, the following minimum number of *parking spaces* shall be provided and maintained,

- (a) in the case of a building or structure used as a *rowplex* or *apartment building* within *Block B* or *Block C*,
 - (i) 0.9 *parking spaces* for each *dwelling unit*, for residents, and
 - (ii) 0.0 *parking spaces* for each *dwelling unit*, for visitors, and
- (b) in the case of a building or structure used as an *apartment building* within *Block D*,
 - (i) 0.3 *parking spaces* for each bachelor *dwelling unit*, for residents,
 - (ii) 0.7 *parking spaces* for each one-bedroom *dwelling unit*, for residents,
 - (iii) 1.0 *parking spaces* for each two-bedroom *dwelling unit*, for residents,

- (iv) 1.2 *parking spaces* for each three-bedroom *dwelling unit*, for residents, and
- (v) 0.12 *parking spaces* for each *dwelling unit*, for visitors.

18. Notwithstanding Section 4(12) of By-law No. 438-86,

- (a) each *rowplex* or *apartment building* erected or used within *Block B* or *Block C* shall be exempt from the requirements of Section 4(12) of By-law No. 438-86 for indoor, but not outdoor, *residential amenity space*, and
- (b) no person shall erect or use an *apartment building* within *Block D* unless,
 - (i) such *apartment building* contains at least 1602 square metres of *residential amenity space* located in a multi-purpose room or contiguous multi purpose rooms, at least one of which contains a kitchen and a washroom,
 - (ii) the *residential amenity space* required by subsection (i) hereof shall, in addition to being provided for the occupants of *Block D*, is also made available to the occupants of each *dwelling unit* constructed within each *rowplex* and *apartment building* erected or used within each of *Block B* and *Block C*, and
 - (iii) such *apartment building* within *Block D* complies with the provisions of Section 4(12) of By-law No. 438-86 for *residential amenity space* located outdoors in respect of the *dwelling units* located in the *apartment building*.

19. No person shall erect,

- (a) a *rowplex* or an *apartment building* within *Block B* or *Block C*, unless,
 - (i) not less than thirty (30) percent of all bachelor *dwelling units*, located within *Block B* and *Block C* combined, each has a *residential gross floor area* not exceeding 46.5 square metres,
 - (ii) not less than thirty (30) percent of all one-bedroom *dwelling units*, located within *Block B* and *Block C* combined, each has a *residential gross floor area* not exceeding 60.4 square metres,
 - (iii) not less than thirty (30) percent of all two-bedroom *dwelling units*, located within *Block B* and *Block C* combined, each has a *residential gross floor area* not exceeding 79.0 square metres, and
 - (iv) not less than thirty (30) percent of all three-bedroom *dwelling units*, located within *Block B* and *Block C* combined, each has a *residential gross floor area* not exceeding 93.0 square metres,

provided that for the purposes of this subsection (a) only, a two-bedroom *dwelling unit* located within *Block B* or *Block C* shall be regarded as a three-bedroom *dwelling unit* if it also contains a den and has a total *residential gross floor area* exceeding 79.0 square metres,

- (b) an *apartment building* within *Block D*, unless,
 - (i) not less than thirty (30) percent of all bachelor *dwelling units*, located within *Block D*, each has a *residential gross floor area* not exceeding 46.5 square metres,
 - (ii) not less than thirty (30) percent of all one-bedroom *dwelling units*, located within *Block D*, each has a *residential gross floor area* not exceeding 60.4 square metres,
 - (iii) not less than thirty (30) percent of all two-bedroom *dwelling units*, located within *Block D*, each has a *residential gross floor area* not exceeding 79.0 square metres, and
 - (iv) not less than thirty (30) percent of all three-bedroom *dwelling units*, located within *Block D*, each has a *residential gross floor area* not exceeding 93.0 square metres, or
- (c) a *mixed-use building* or *residential building* within *Block G*, unless,
 - (i) not less than thirty (30) percent of all bachelor *dwelling units*, located within *Block G*, each has a *residential gross floor area* not exceeding 46.5 square metres,
 - (ii) not less than thirty (30) percent of all one-bedroom *dwelling units*, located within *Block G*, each has a *residential gross floor area* not exceeding 60.4 square metres,
 - (iii) not less than thirty (30) percent of all two-bedroom *dwelling units*, located within *Block G*, each has a *residential gross floor area* not exceeding 79.0 square metres, and
 - (iv) not less than thirty (30) percent of all three-bedroom *dwelling units*, located within *Block G*, each has a *residential gross floor area* not exceeding 93.0 square metres.

20. Notwithstanding,

- (a) any existing or future severance, partition or division of the *West Lot*, the provisions of this By-law shall apply to the whole *West Lot* as if no severance, partition or division occurred, and

- (b) any existing or future severance, partition or division of the *East Lot*, the provisions of this By-law shall apply to the whole *East Lot* as if no severance, partition or division occurred.
- 21. In addition to the exemptions from the provisions of By-law No. 438-86 noted in this By-law, the following Sections of By-law No. 438-86 shall also not apply to prevent the erection and use of those buildings and structures permitted by Section 10 of this By-law, provided the provisions of this By-law are complied with together with all other applicable Sections of By-law No. 438-86:
 - (a) the provisions of Sections 2(1) with respect to the definitions of "*grade*", "*height*", and "*lot*",
 - (b) in respect of the *parking station* permitted by Section 10(a),
 - (A) Section 6(2) 21 of By-law No. 438-86, and
 - (B) the requirements within Section 4(4)(b) of By-law No. 438-86 and the definition of *parking station* within Section 2 of By-law No. 438-86, which require *parking spaces* and a *parking station* to be provided on the same *lot* as the use to which they are *accessory*, and
 - (c) Sections 4(2)(a)(i) and (ii), 4(4)(b), 4(10)(a), 4(11)(b), 4(11)(c), 4(12), 6(3) PART I, 6(3) PART II, 6(3) PART III, 6(3) PART IV (1)(e), (2), (3) and (4), 6(3) PART VI, 6(3) PART VII and 6(3) PART IX.
- 22. Notwithstanding the provisions of Section 3 of By-law No. 483-86, Section 7 of this By-law designates *Block G* as "(h) CR T3.0 C 1.5 R2.0" with the use of a holding symbol pursuant to Section 36 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, and, for so long as *Block G* is subject to the ("h") holding symbol, no person shall use *Block G* or erect or use a building or structure thereon for any purpose other than,
 - (a) surface parking,
 - (b) a real estate sales office and model suites related to the development and/or marketing of *dwelling units* on the *Site*, provided the *total floor area* of all such buildings does not exceed 1,500 square metres, and
 - (c) the provision of any public work.
- 23. Notwithstanding Section 6(3) PART II of By-law No. 438-86, no part of any *dwelling unit*,
 - (a) within the *West Lot*, shall be located within 25 metres of the *Rail Corridor*, and
 - (b) within the *East Lot*, shall be located within 30 metres of the *Rail Corridor*.

24. For the purpose of the By-law, the following expressions shall have the following meaning:
- (a) *"Block A", "Block B", "Block C", "Block D", "Block E", "Block F" and "Block G"* mean those lands respectively identified as BLOCK A, BLOCK B, BLOCK C, BLOCK D, BLOCK E, BLOCK F and BLOCK G as shown on Map 5A and Map 5B attached hereto,
 - (b) *"Building Envelope"* means a Building Envelope as delineated on Maps 6A, 6B and 6C attached hereto,
 - (c) *"City"* means the City of Toronto,
 - (d) *"East Lot"* means those lands outlined by heavy lines on Map 2 attached hereto,
 - (e) *"grade"* shall mean an elevation of 94.6 metres above sea level based on Geodetic Survey of Canada 1929 mean sea level vertical datum (1978 Southern Ontario Adjustment),
 - (f) *"height"* shall mean,
 - (i) in the case of *Block B* and *Block C*, the vertical distance between *grade* and the highest point of the building or structure, and
 - (ii) in the case of *Block D* and *Block G*, the vertical distance between *grade* and the top of the roof of the uppermost storey,
 - (g) *"owner"* means the owner of the fee simple of the *Site* or any part thereof,
 - (h) *"Rail Corridor"* means the lands adjacent to northerly boundary of the *Site* identified on Map 5B attached hereto as CANADIAN NATIONAL RAILWAYS AND GREATER TORONTO TRANSIT AUTHORITY,
 - (i) *"Site"* means those lands outlined by heavy lines on Maps 1 and 2 attached hereto,
 - (j) *"West Lot"* means those lands outlined by heavy lines on Map 1 attached hereto, and
 - (k) each other word or expression, which is italicized in this by-law, shall have the same meaning as each such word or expression as defined in the said By-law No. 438-86, as amended.

PURSUANT TO THE DECISIONS/ORDERS OF THE ONTARIO MUNICIPAL BOARD ISSUED ON MARCH 26, 2004 (DECISION/ORDER NO. 0653), APRIL 26, 2004 (DECISION/ORDER NO. 0818), APRIL 12, 2005 (DECISION/ORDER NO. 0908) AND NOVEMBER 18, 2005 (DECISION/ORDER NO. 3042) UNDER BOARD CASE FILE NO. PL030161.

APPENDIX 1

SECTION 37 PROVISIONS FOR THE WEST LOT

The facilities, services and matters set out herein are the facilities, services and matters required to be provided by the owner of the *West Lot* to the *City* in accordance with an agreement or agreements pursuant to Section 37(1) of the *Planning Act*:

- (a) the *owner* is to ensure that the phased development of the *West Lot* is to the satisfaction of the *City*, including requirements for the matters to be secured such as an overall municipal servicing and grading plan and a stormwater management report and requirements with respect to each phase such as, site integration, loading, interim use of the balance of the *Site*, construction staging and temporary landscaping, if required,
- (b) the *owner* is to satisfy all environmental matters such as soil and groundwater management, the environmental restoration of the entire *West Lot* and lands to be conveyed to the *City*, provision of a Record of Site Condition, demolition and dust control, noise and vibration, the monitoring of de-watering and a commitment to mitigate as and where required by the *City*,
- (c) the *owner* shall provide all matters needed to service the *West Lot*, including the retention of a satisfactory consulting engineer, the conveyance and construction of new public streets and all required letters of credit, detailed design drawings, inspection fees, utilities, and timing of the completion of the new public streets, all costs associated with any required traffic alterations and the provision of space within the development for the construction of any transformer vaults, Hydro, Bell maintenance and sewer maintenance holes,
- (d) the *owner* shall agree to the requirements of the appropriate City Commissioner with respect to the timing of the remediation and conveyance of all lands to be conveyed to the *City* as public streets and for public park or other purposes,
- (e) the *owner* shall provide a public easement for vehicles and pedestrians on the street to be located within the *East Lot* to permit access between Dufferin Street and King Street West,
- (f) the *owner* shall convey a minimum of 3,400 square metres of land to the *City* for public park purposes, with it being understood that this conveyance together with the other park obligations to be secured by the Section 37 Agreement satisfy the parkland contribution for both the *West Lot* and the *East Lot*,
- (g) the *owner* shall, in respect of the parkland, also agree to the construction and installation of base park improvements, all required letters of credit, certification of completed work and be responsible for an environmental assessment of the lands to be conveyed as parkland,

- (h) the *owner* shall also undertake and complete, to the timing and satisfaction of the Commissioner of Economic Development, Culture and Tourism, any additional improvements to the parkland as would be required to make up any shortfall in the equivalent value of a payment of monies in lieu of a transfer of land for park purposes in accordance with the *City's* Municipal Code provisions, enacted pursuant to Section 42 of the *Planning Act*, calculated so as to meet the standards for a "large site" as described in Section 4.18 of the Part I Official Plan,
- (i) the *owner* shall either agree to provide and maintain one or more works of public art on the *West Lot* with a minimum combined value of \$301,760.00, or pay, prior to the issuance of the first building within the *West Lot*, a public art contribution of \$301,760.00,
- (j) the *owner* shall make a payment of \$661.00 for each *dwelling unit* constructed within the *West Lot*, prior to issuance of the associated building permit, toward community daycare,
- (k) the *owner* shall provide a bicycle path with public access, with a final design and location to the satisfaction of the Commissioner of Urban Development Services and the Commissioner of Works and Emergency Services,
- (l) the *owner* shall provide a public easement for pedestrians, with a width of 4.7 metres, located within *Block C* and connecting the north-west corner of *Block F* to the street that separates *Block B* from *Block C*,
- (m) the *owner* shall pay for a walkway connection between the south-west corner of the *West Lot*, south of *Block B*, and the property to the south thereof (municipally known in 2004 as 1172-1196 King Street West and 283-289 Dufferin Street), should the *City* obtain the agreement of the owner of that property to allow the said connection,
- (n) in the event the above connection is provided, the *owner* shall provide a public easement with a minimum width of 2 metres for pedestrians located within *Block B* and connecting to the southern terminus of the street that separates *Block B* from *Block C*,
- (o) the *owner* shall provide rail safety measures and warning clauses to the satisfaction of the Commissioner of Urban Development Services, in consultation with CN Railways and GO Transit and maintain the rail safety measures (any required berm and acoustic wall), including vegetative plantings,
- (p) the *owner* shall provide a minimum of thirty percent of all *dwelling units* located within the *West Lot* as low-end-of-market housing, in accordance with the provisions of the site specific zoning by-law,
- (q) the *owner* shall install an irrigation system for street trees with automatic timer, to the satisfaction of the Commissioner of Works and Emergency Services, designed to be water efficient by a Certified Landscape Irrigation Auditor and constructed with a back flow preventer including the requirements to maintain in good order and operation, or any such policy that is in effect at the time of a building permit issuance,

- (r) the *owner* shall provide interim landscape for the *East Lot* in conjunction with development of the *West Lot*, to the satisfaction of the Commissioner of Urban Development Services, which shall include the grading and sodding/seeding of portions of the *East Lot* not in active use and enhanced treatment adjacent to the public rights-of-way to the satisfaction of the Commissioner of Urban Development Services,
- (s) the *owner* shall agree to such other matters as are specified by the reports of Urban Development Services recommending the passage of the by-law or as determined through the review of the revised site plan application for the *West Lot*, including any revisions thereto, submitted to the *City* on July 21, 2004, and
- (t) the *owner* of the *West Lot* is required to enter into an agreement with the *City* pursuant to Section 37 of the *Planning Act*, to secure the provision of the said facilities, services and matters, in a form satisfactory to the *City* with conditions providing for indexed escalation of all financial contributions, no credit for development charges, indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement.

Notwithstanding the foregoing, the *owner* and the *City* may modify or amend the said agreement(s), from time to time and upon the consent of the *City* and the *owner*, without further amendment to those provisions of this zoning by-law which identify the facilities, services and matters to be secured.

APPENDIX 2

SECTION 37 PROVISIONS FOR THE EAST LOT

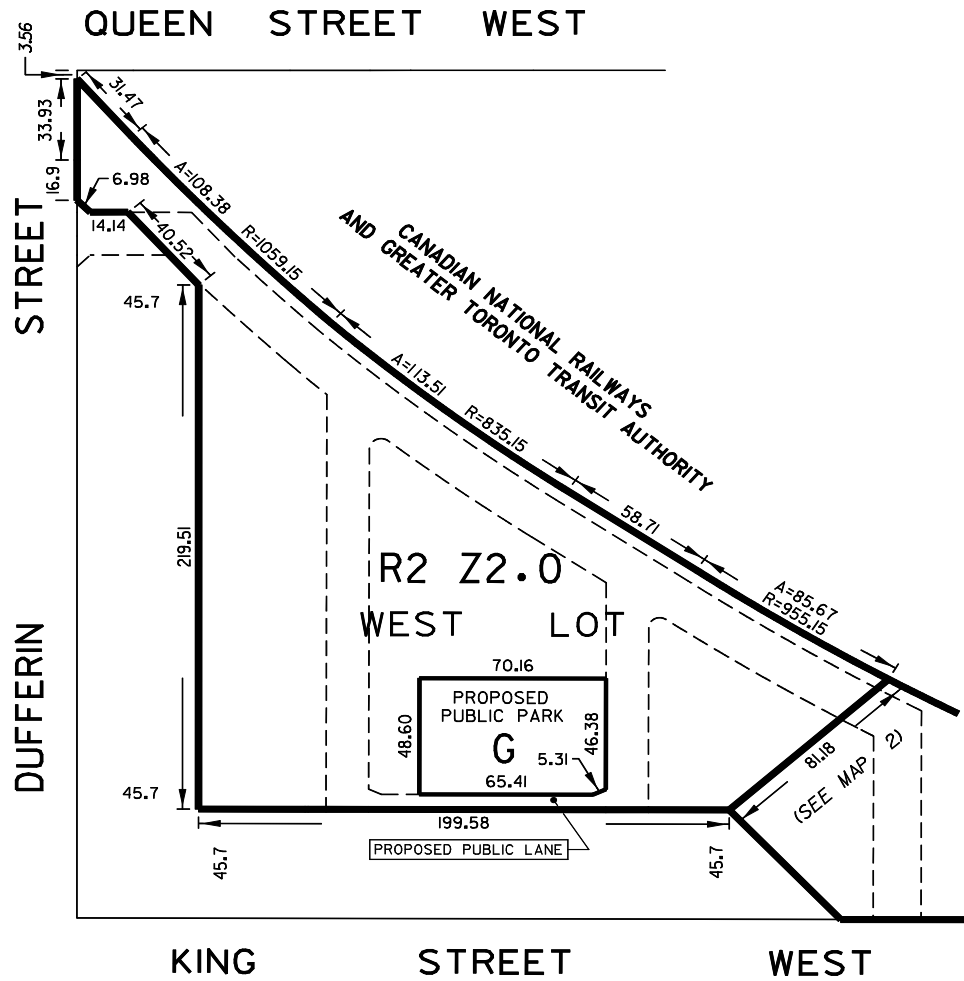
The facilities, services and matters set out herein are the facilities, services and matters required to be provided by the owner of the *East Lot* to the *City* in accordance with an agreement or agreements pursuant to Section 37(1) of the *Planning Act*:

- (a) the *owner* is to ensure that the phased development of the *East Lot* is to the satisfaction of the *City*, including requirements for the matters to be secured such as an overall municipal servicing and grading plan and a stormwater management report and requirements with respect to each phase such as, site integration, loading, interim use of the balance of the *Site*, construction staging and temporary landscaping, if required,
- (b) the *owner* is to satisfy all environmental matters such as soil and groundwater management, the environmental restoration of the *East Lot*, or parts thereof, and provision of a Record of Site Condition, demolition and dust control, noise and vibration, the monitoring of de-watering and a commitment to mitigate as and where required by the *City*,
- (c) the *owner* shall provide all matters needed to service the *East Lot*, including the retention of a satisfactory consulting engineer, the conveyance and construction of a new public street and all required letters of credit, detailed design drawings, inspection fees, utilities, and timing of the completion of the new public street, all costs associated with any required traffic alterations and the provision of space within the development for the construction of any transformer vaults, Hydro, Bell maintenance and sewer maintenance holes,
- (d) the *owner* shall, prior to the issuance of the first building permit within the *East Lot*, pay a public art contribution of \$66,240.00,
- (e) the *owner* shall make a payment of \$661.00 for each *dwelling unit* constructed within the *East Lot*, prior to issuance of the associated building permit, toward community daycare,
- (f) the *owner* shall provide a bicycle path with public access, with a final design and location to the satisfaction of the Commissioner of Urban Development Services and the Commissioner of Works and Emergency Services,
- (g) the *owner* shall provide rail safety measures and warning clauses in accordance with its agreement with CN Railways and GO Transit and maintain the rail safety measures (any required berm and acoustic wall), including vegetative plantings,
- (h) the *owner* shall implement improvements to King Street West to the satisfaction of the Commissioners of Works and Emergency Services and Urban Development Services,
- (i) the *owner* shall provide a minimum of thirty percent of all *dwelling units* located within the *East Lot* as low-end-of-market housing, in accordance with the provisions of the site specific zoning by-law,

- (j) the *owner* shall install an irrigation system for street trees with automatic timer, to the satisfaction of the Commissioner of Works and Emergency Services, designed to be water efficient by a Certified Landscape Irrigation Auditor and constructed with a back flow preventer including the requirements to maintain in good order and operation, or any such policy that is in effect at the time of a building permit issuance, and
- (k) the *owner* shall agree to such other matters as are specified by the reports of Urban Development Services recommending the passage of the by-law or, in respect of interim landscaping of the *East Lot* pending its re-development, as are determined through the review of the revised site plan application for the *West Lot*, including any revisions thereto, submitted to the *City* on July 21, 2004,
- (l) the *owner* of the *East Lot* shall also be responsible for any shortfall in the equivalent value of a payment of monies in lieu of a transfer of land for park purposes, attributable to the *East Lot* on a proportionate basis, that are not satisfied by the *owner* of the *West Lot*, and
- (m) the *owner* of the *East Lot* is required to enter into an agreement with the *City* pursuant to Section 37 of the *Planning Act*, to secure the provision of the said facilities, services and matters, in a form satisfactory to the *City* with conditions providing for indexed escalation of all financial contributions, no credit for development charges, indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement.

Notwithstanding the foregoing, the *owner* and the *City* may modify or amend the said agreement(s), from time to time and upon the consent of the *City* and the *owner*, without further amendment to those provisions of this zoning by-law which identify the facilities, services and matters to be secured.

MAP 1

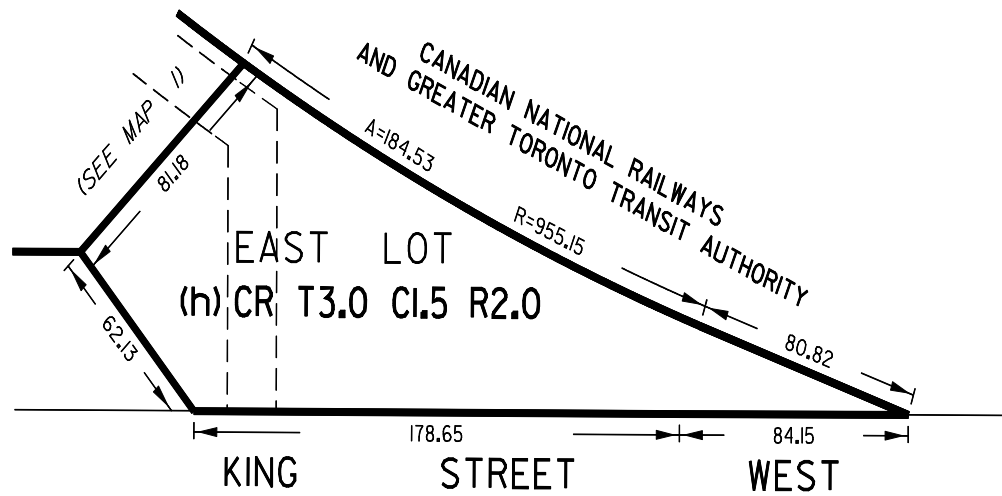


25 0 25 METRES



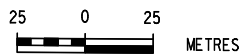
WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO OCTOBER, 2004
BL04/1100KING1.DGN
FILE: K2-Z71, 2402.53-3
MAP No. 49G-321 DRAWN: D.R.

MAP 2



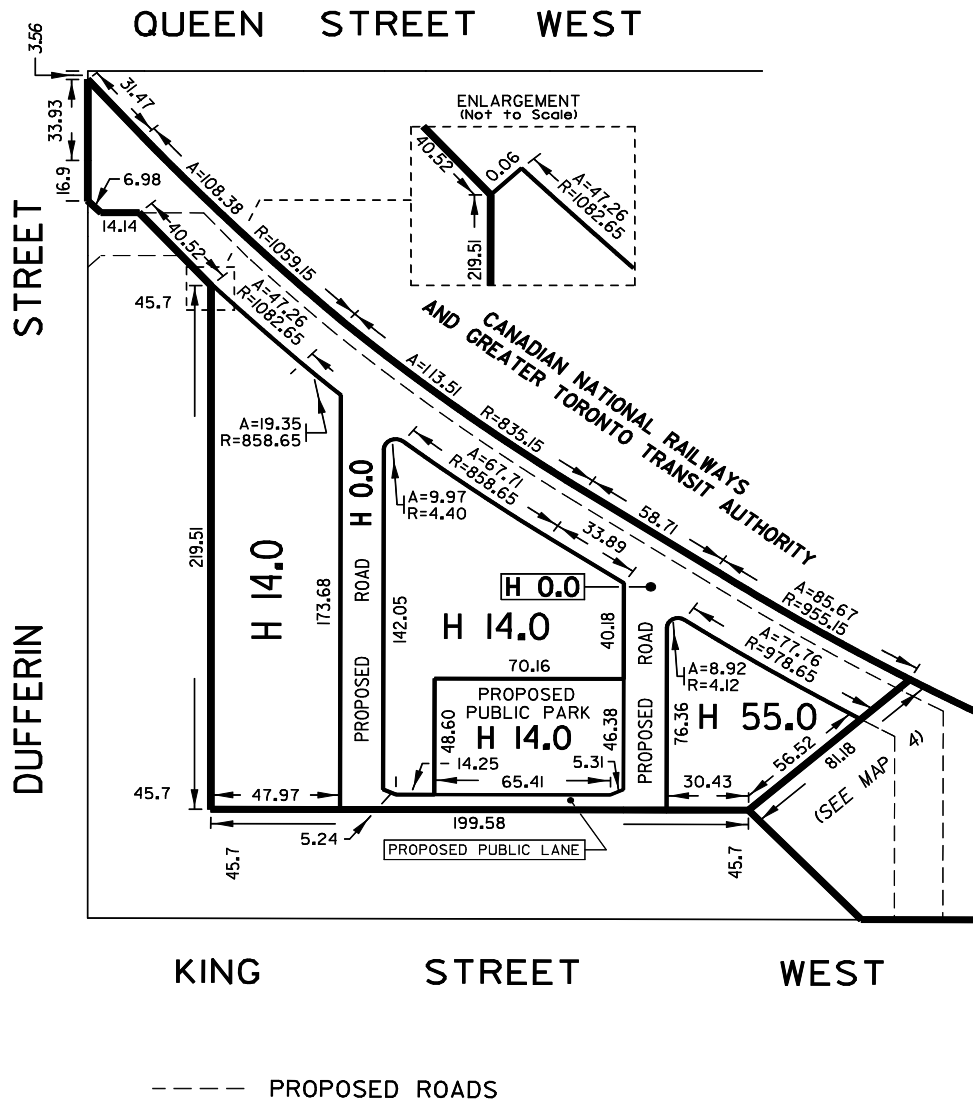
LANDS REFERRED TO AS THE "SITE"

----- PROPOSED ROADS



WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO OCTOBER, 2004
BL04/1100KING2.DGN
FILE: K2-Z71
MAP No. 49G-321 DRAWN: D.R.

MAP 3

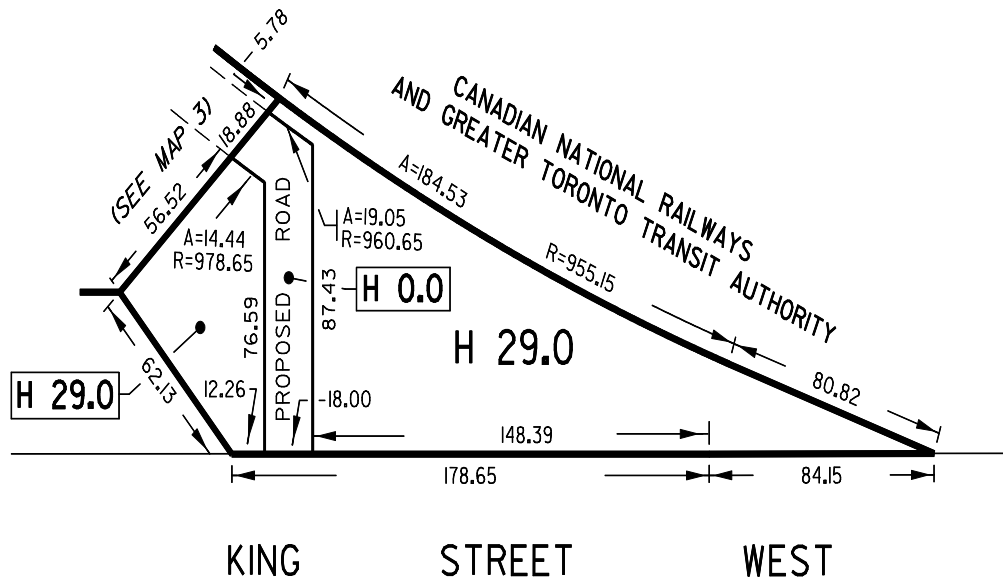


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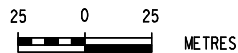


WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO OCTOBER, 2004
BL04/1100KING3.DGN
FILE: K2-271, 2402.53-3
MAP No. 49G-321 DRAWN: D.R.

MAP 4

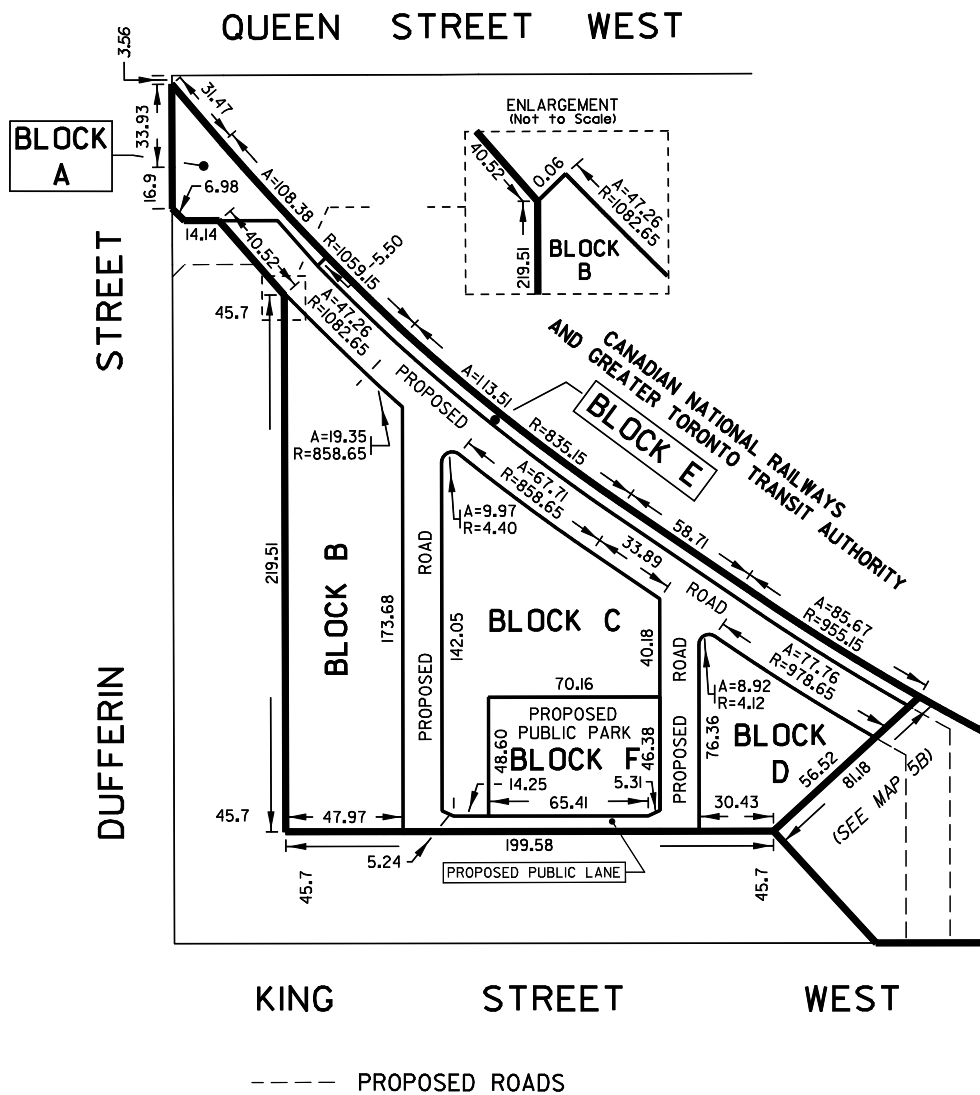


----- PROPOSED ROAD



WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO OCTOBER, 2004
BL04/1100KING4.DGN
FILE: K2-Z71, 2402.53-3
MAP No. 496-321 DRAWN: WS

MAP 5A

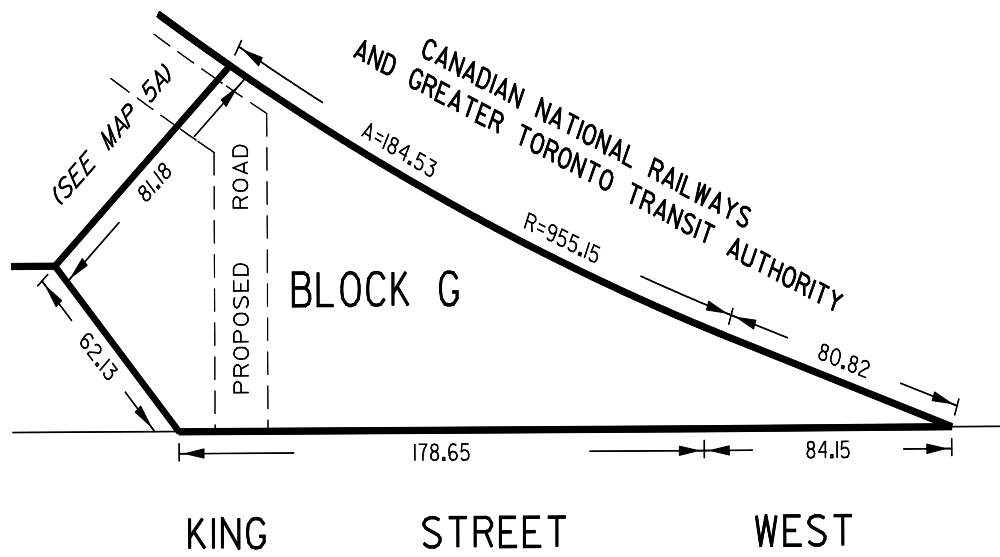


25 0 25 METRES



WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO OCTOBER, 2004
BL04/1100KING5A.DGN
FILE: K2-271
MAP No. 496-321 DRAWN: WS

MAP 5B



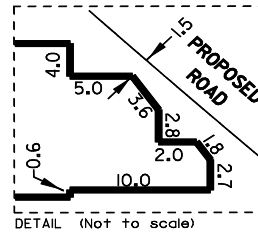
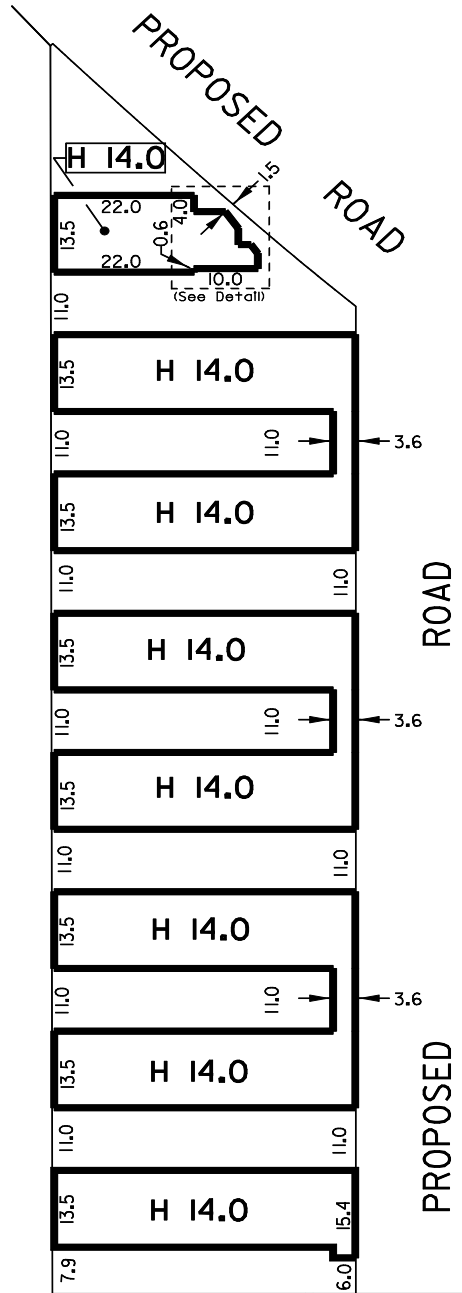
--- PROPOSED ROAD

25 0 25
METRES



WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO OCTOBER, 2004
BL04/1100KING5B.DGN
FILE: K2-Z71
MAP No. 49G-321 DRAWN: WS

MAP 6A (BLOCK B)



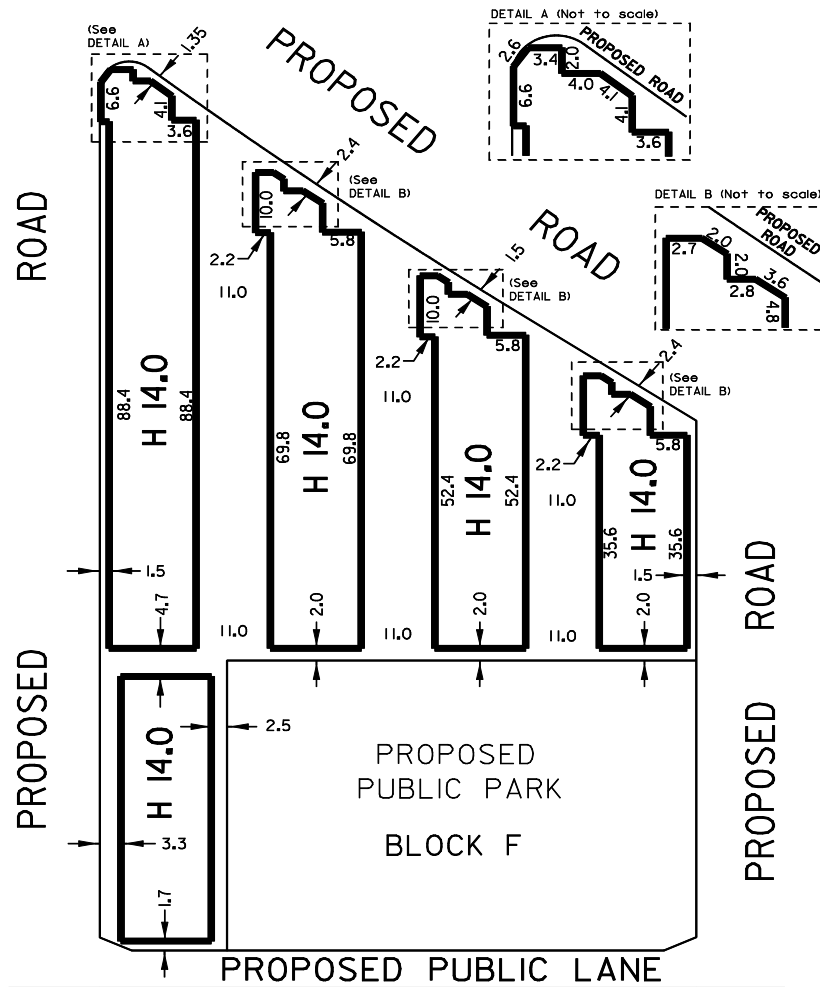
H: DENOTES MAXIMUM HEIGHT
IN METRES ABOVE GRADE

 BUILDING ENVELOPE



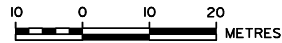
WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO
BLO4/1100KING6A.DGN
FILE: K2-Z71
MAP No. 49G-321
AUGUST, 2004
DRAWN: WS

MAP 6B (BLOCK C)



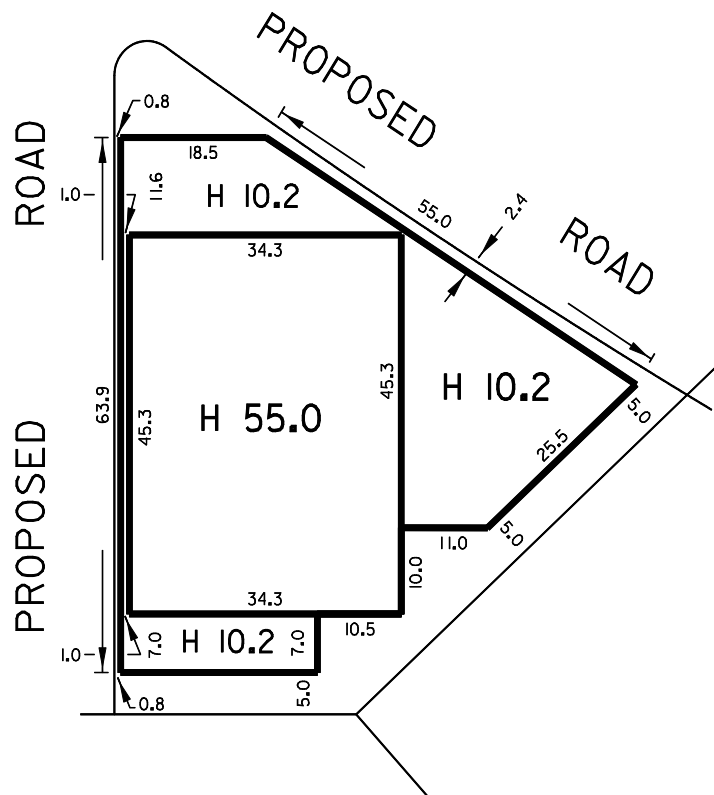
H: DENOTES MAXIMUM HEIGHT IN METRES ABOVE GRADE

 BUILDING ENVELOPE



WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO
BL04/1100KING6B.DGN
FILE: K2-ZT1
AUGUST, 2004
MAP No. 496-321
DRAWN: WS

MAP 6C (BLOCK D)



H: DENOTES MAXIMUM HEIGHT IN METRES ABOVE GRADE

 BUILDING ENVELOPE



WORKS AND EMERGENCY SERVICES
SURVEY AND MAPPING SERVICES
TORONTO OCTOBER, 2004
BL04/1100KING6C.DGN
FILE: K2-Z71
MAP No. 49G-321 DRAWN: WS