

Authority: Ontario Municipal Board Decision issued on July 19, 2011 and Order issued March 28, 2012, in Board File No. PL100919

CITY OF TORONTO

BY-LAW No. 618-2012(OMB)

To amend the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to the lands municipally known as 1030 King Street West.

WHEREAS the owner of the lands known municipally in the year 2011 as 1030 King Street West appealed a proposed zoning by-law amendment to the Ontario Municipal Board; and

WHEREAS the Ontario Municipal Board, by its Decision issued on July 19, 2011 and Order issued March 28, 2012, in Board File No. PL100919, approved amendments to the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to those lands;

NOW THEREFORE pursuant to the Order of the Ontario Municipal Board, By-law No. 438-86 of the former City of Toronto is amended as follows:

1. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this By-law 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 *site* of the facilities, services and matters set out in Appendix 1 of this By-law, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.
2. Upon execution and registration of an agreement or agreements with the *owner* of the *site*, pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 of this By-law, the *site* is subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the *owner* may not erect or use such building until the *owner* has satisfied the said requirement.
3. Wherever in this By-law a provision is stated to be conditional upon the execution and registration of an agreement entered into with the City pursuant to Section 37 of the *Planning Act*, then once such agreement has been executed and registered, such conditional provisions shall continue to be effective notwithstanding any subsequent release or discharge of all or any part of such agreement.
4. Except as otherwise provided herein, the provisions of *By-law No. 438-86* shall continue to apply to the *site*.
5. None of the provisions of Sections 4(2)(a), 4(12), 8(3) Part I, 8(3) Part II (1-2), Part XI(1) and 12(2)169 of *By-law No. 438-86*, shall apply to prevent the erection and use of a *mixed-use building* with underground parking, which may contain *car-share parking spaces*, on the *site*, provided that:
 - (a) the *lot* on which the building is located comprises at least the *site*;

- (b) the total *residential gross floor area* and *non-residential gross floor area* on the *site* shall not exceed 43,300 square metres, of which:
- i. the total *residential gross floor area* shall not exceed 41,500 square metres; and
 - ii. the total *non-residential gross floor area* shall not exceed 1,750 square metres;
- (c) the *height* of each portion of a building or structure erected above *grade* within the *site*, in respect of each *building envelope* area, has a maximum *height* in metres as shown following the symbol "H" on Map 2 for the corresponding *building envelope* area, including mechanical and roof top elements, except for:
- i. window washing equipment, partitions dividing outdoor recreation areas and trellises, lightning rods, and exhaust flues, extending to a maximum vertical projection of 2 metres above the *height* limits shown on Map 2;
 - ii. railings, parapet walls, elements of a green roof, extending to a maximum vertical projection of 1.2 metres above the *height* limits shown on Map 2; and
 - iii. landscape and public art features, including a misting feature not exceeding 6.8 square metres in area and 3.2 metres in height;
- (d) no part of any building or structure erected within the *site* shall be located above *grade* other than within a *building envelope*, with the exception of the following:
- i. lighting fixtures, ornamental elements, trellises, window sills, planters, balustrades, guard rails, stairs, stair enclosures, wheelchair ramps, railings, awning and canopies, all of which may extend beyond the *building envelope*;
 - ii. balconies, which can project beyond the *building envelope* to a maximum of 1.5 metres; and
 - iii. landscape and public art features;
- (e) the components of the building located within the *building envelope* area delineated by the broken lines on Map 2, shall be used only as a mechanical penthouse at any point above a *height* of 47 metres to the *heights* of 52 and 53 metres as noted on Map 2;

- (f) the *residential amenity space* shall be provided in accordance with the following table:

TYPE OF RESIDENTIAL AMENITY SPACE REQUIRED	AMOUNT OF RESIDENTIAL AMENITY SPACE REQUIRED
<i>residential amenity space</i> in a multi-purpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and a washroom:	2 square metres of <i>residential amenity space</i> for each dwelling unit
<i>residential amenity space</i> located outdoors:	816 square metres of <i>residential amenity space</i> of which at least 40 square metres is to be provided in a location adjoining or directly accessible from the indoor <i>residential amenity space</i> .

6. Notwithstanding Section 4(4) of *By-law No. 438-86*, the total number of *parking spaces* required to satisfy parking requirements for residents, but not for visitors, may be reduced, up to a maximum reduction of 20 *parking spaces*, by 4 *parking spaces* for each *car-share parking space* provided and maintained in an underground *parking garage* within the *site*.
7. The *owner* of the *site* shall ensure that all water mains, sanitary and storm sewers and appropriate appurtenances required for the development of this *site* have been built or secured via a letter of credit acceptable to the Director of Technical Services prior to the issuance of a below grade permit, which for clarity shall not include any permit for demolition, excavation or shoring.
8. For clarity, all Appendices and Maps attached to this By-law are incorporated into this By-law and are deemed to be a part of this By-law.
9. A temporary *sales office* shall be permitted on the *site*.
10. Despite any existing or future severance, partition, or division of the *site*, the provisions of this By-law shall apply to the whole of the *site* as if no severance, partition or division occurred.
11. For the purpose of this By-law, the following expressions shall have the following meaning:
 - a. "*building envelope*" means a building envelope for each height area within the *site* as shown by an "H", and as delineated by the lines on Map 2 attached hereto;
 - b. "*By-law No. 438-86*" means By-law No. 438-86, as amended, of the former City of Toronto being, "A By-law to regulate the use of land and the erection, use, bulk, height, spacing 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";

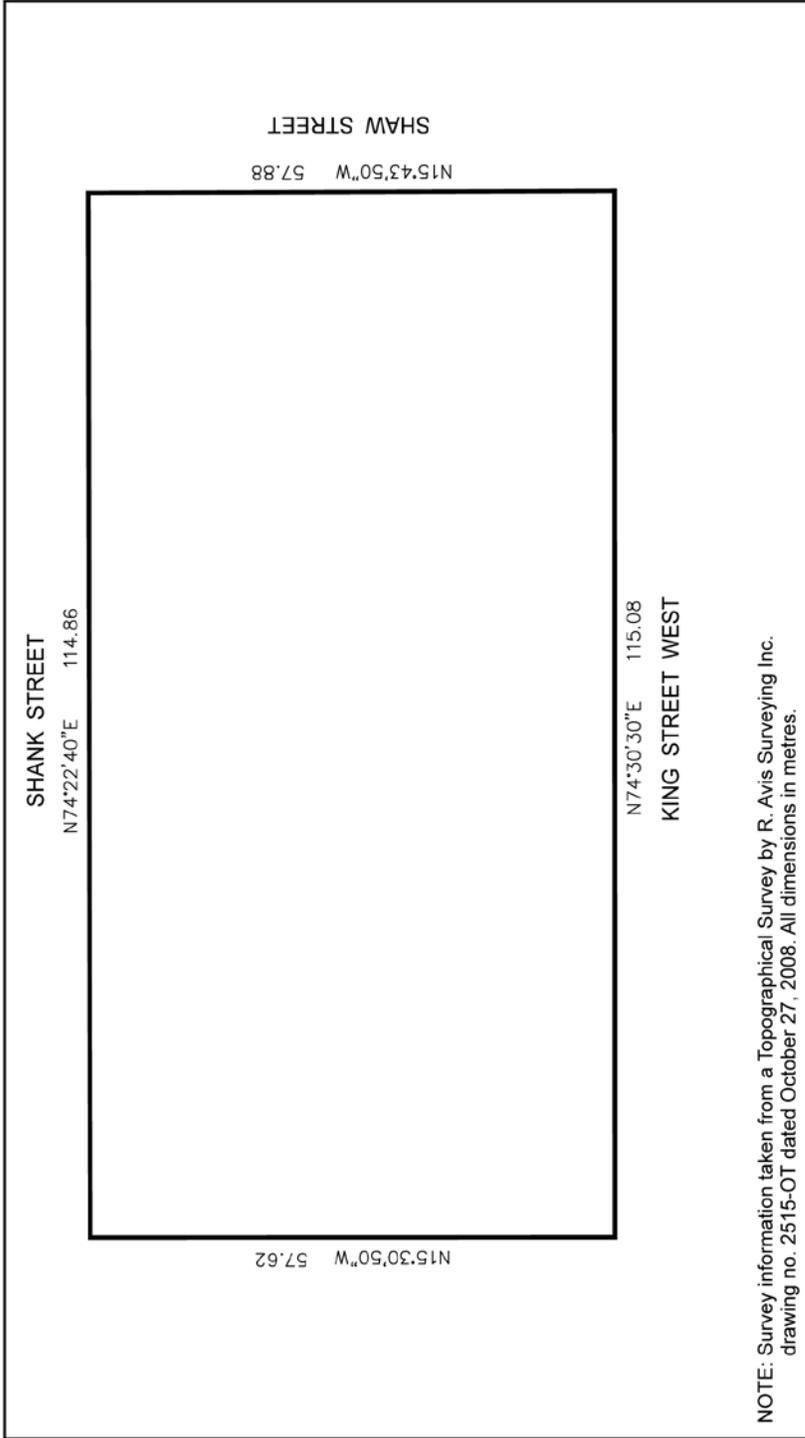
- c. "*car-share motor vehicle*" means a motor vehicle available for short term rental, including an option for hourly rental, for the use of at least the occupants of a building erected within the *site*;
- d. "*car-share parking space*" means a *parking space* used exclusively for the parking of a *car-share motor vehicle*;
- e. "*City*" means the City of Toronto;
- f. "*grade*" means 87.45 metres above Canadian Geodetic Datum;
- g. "*height*" shall mean the vertical distance between *grade* and the *highest* point of the building or structure, and *for clarity* shall include the highest point of any mechanical penthouse, elevator overruns, stairwell enclosures, or other building elements;
- h. "*owner*" means the registered owner of the *site* or any part thereof;
- i. "*sales office*" means an office used exclusively for the initial sale and/or initial leasing of *dwelling units* or *non-residential* uses to be erected on the *site*;
- j. "*site*" 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 *By-law No. 438-86*.

PURSUANT TO ONTARIO MUNICIPAL BOARD DECISION ISSUED ON JULY 19, 2011
AND ORDER ISSUED ON MARCH 28, 2012, IN BOARD FILE NO. PL100919

APPENDIX 1**SECTION 37 PROVISIONS**

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

1. The *owner* shall pay the sum of One-Million Dollars (\$1,000,000.00) to the *City* (together with any increases to reflect increases in the Construction Price Statistics between July 19, 2011 and the delivery of such payment), prior to the issuance of the first building permit, for capital improvements to the King-Liberty Village Pedestrian and Cycle link, the Restoration and Renovation of Toronto Artscape's Shaw Street Centre, and renovations for College-Montrose Early Years Centre relocation to Artscape Shaw Street Centre, in Ward 19 as directed by the *City's* Chief Planner in consultation with the ward councillor;
2. The *owner* shall pay the sum of One-Hundred and Fifty Thousand Dollars (\$150,000.00) to the *City* (together with any increases to reflect increases in the Construction Price Statistics between July 19, 2011 and the delivery of such payment), prior to the issuance of the first building permit, for park maintenance, equipment and acquisition in Ward 19 as directed by the *City's* Chief Planner in consultation with the ward councillor;
3. The *owner* shall provide public access through the west side of the site and an associated easement to the *City*; and
4. The *owner* shall 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's* Solicitor with conditions providing for indexed escalation of financial contributions, no credit for development charges, indemnity, insurance, HST, termination and unwinding, and registration and priority of agreement.

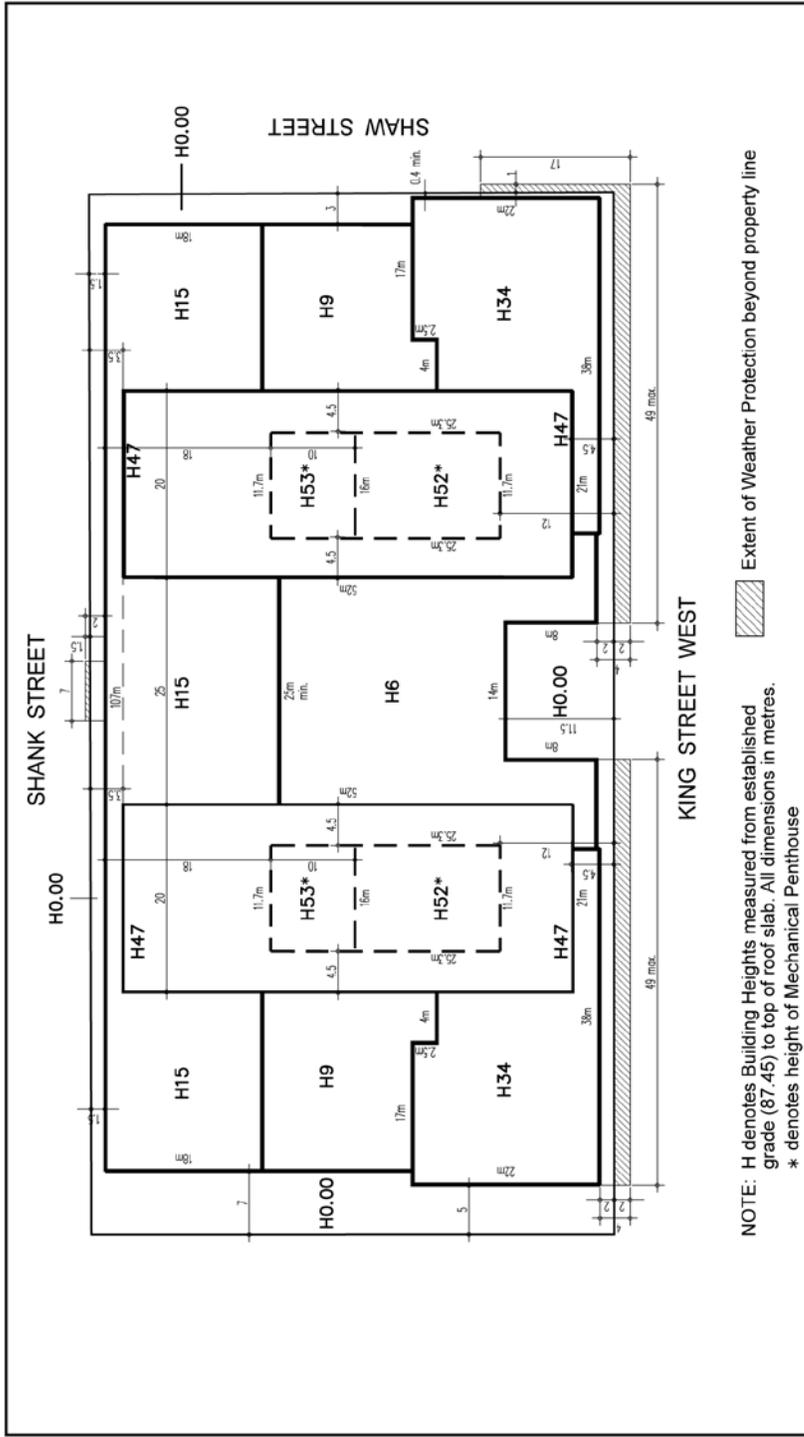


1030 King Street West

File # 08 232225 0Z & PL100919



Not to Scale
03/05/2012



NOTE: H denotes Building Heights measured from established grade (87.45) to top of roof slab. All dimensions in metres.
 * denotes height of Mechanical Penthouse



Extent of Weather Protection beyond property line

