

Authority: Toronto and East York Community Council Item 7.6, adopted as amended, by City of Toronto Council on June 14 and 15, 2011 and Toronto and East York Community Council Item 12.14, as adopted by City of Toronto Council on February 6 and 7, 2012

Enacted by Council: May 9, 2012

## CITY OF TORONTO

### BY-LAW No. 680-2012

#### **To amend the General Zoning By-law No. 438-86 and By-law No. 1996-0483 of the former City of Toronto with respect to lands municipally known as 7, 15, 25R, 29, and 39 Queens Quay East.**

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*; and

WHEREAS pursuant to Section 37 of the *Planning Act*, the Council of a municipality may in a By-law under Section 34 of the *Planning Act*, authorize increases in the height or density of development beyond those otherwise permitted by the by-law in return for the provision of such facilities, services, or matters as are set out in the by-law; and

WHEREAS Subsection 37(3) of the *Planning Act* provides that, where an owner of land elects to provide facilities, services or matters in return for an increase in height or density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services or matters; and

WHEREAS the owner of the lands hereinafter referred to as the *lot* has elected to provide the facilities, services and matters, as hereinafter set forth; and

WHEREAS the increase in the density or height permitted hereunder, beyond that otherwise permitted on the aforesaid lands by By-law No. 438-86 of the former City of Toronto, as amended, and *By-law No. 1996-0483* are to be permitted in return for the provision of the facilities, services and matters set out in this By-law and are to be secured by one or more agreements between the owner of such lands and the City of Toronto (the "City"); and

WHEREAS Council has required the owner of the aforesaid lands to enter into one or more agreements dealing with certain facilities, services, and matters in return for the increases in height or density in connection with the aforesaid lands as permitted in this By-law;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. Pursuant to Section 37 of the *Planning Act*, the *heights* and density of development permitted in this By-law on the *lot* are permitted subject to compliance with all of the conditions set out in this By-law and in By-law No. 438-86, as amended and in *By-law No. 1996-0483*, including the provision by the *owner* of the *lot* of:

- (i) the facilities, services and matters set out in Appendix 1 hereof;
  - (ii) except as amended by this By-law, the Section 37 facilities, services and matters set forth in *By-law No. 1996-0483*; and
  - (iii) except as amended by the agreement referred to in Section 2 of this By-law, the facilities, services and matters set forth in the *Amended and Restated Section 37 Agreement*.
2. Upon execution and registration of an agreement or agreements with the *owner* of the *lot* against title to the *lot* pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services or matters set out in Appendix 1 hereof, the *lot* is subject to the provisions of this By-law, provided that:
  - (1) the *heights* and density of development permitted in the By-law shall be permitted only at such time as the said agreement(s) are registered on all of the lands comprising the *lot*; and
  - (2) 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 requirements.
3. Except as otherwise provided herein, the provisions of By-law No. 438-86, as amended and *By-law No. 1996-0483*, shall continue to apply to the *lot* and *Parcel 3A* and *Parcel 3B*.
4. For the purposes of this By-law, the *lot* shall consist of the lands identified as *Parcel 1A*, *Parcel 1B*, *Parcel 2A*, and *Parcel 2B* delineated on Map 1 attached to and forming part of this By-law.
- A. **Provisions Applicable to *Parcel 2A* and *Parcel 2B***
5. None of the provisions of *By-law No. 1996-0483* other than Sections 3(26) and 3(27) and none of the provisions of Section 4(2)(a), 4(5), 4(8), 4(10)(a), 4(11), 4(12), 4(13), 4(16), 8(1), 8(3) Part I (1), (2) and (3), Part II, Part III, Part XI(2) and 12(2) 132, 198, and 260 of general Zoning By-law No. 438-86 of the former City of Toronto, 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, shall apply to prevent the erection and use of a *mixed-use building*, including a *commercial parking garage*, or a portion of a building, and uses *accessory* thereto on the lands identified as *Parcel 2A* and *Parcel 2B* on the attached Map 1, provided:
  - (1) the total *residential gross floor area* and *non-residential gross floor area* erected or used on *Parcel 2A* and *Parcel 2B* shall not exceed 63,593 square metres, provided:
    - (i) at least 2,575 square metres of *non-residential gross floor area* are provided in total on *Parcel 2A* and *Parcel 2B*, including the floor area of any *day nursery*; and

- (ii) the maximum combined *residential gross floor area* and *non-residential gross floor area* on *Parcel 1A* and *Parcel 2A* and *Parcel 2B* does not exceed 142,616 square metres;
  - (iii) the provisions of Section 3(2)(ii) of *By-law No. 1996-0483* may also apply to buildings located on *Parcel 2A* and *Parcel 2B*;
- (2) no portion of any building erected or used above *grade* is located otherwise than wholly within the areas delineated by heavy lines on Map 2 attached to and forming part of this By-law, with the exception of:
- (i) lighting fixtures, cornices, sills, eaves, canopies, window washing equipment, parapets, railings, privacy screens, terraces, planters, balustrades, bollards, stairs, stair enclosures, wheel chair ramps, ornamental or architectural features, landscape features, retaining walls, underground garage ramps and their associated structures, hand and safety railings, decorative walls, fences, and, vents, air shafts and, which may extend beyond the heavy lines shown on the attached Map 2;
  - (ii) balconies on *Building A*, *Building F*, and *Building G*, and a roof overhang on *Building G*, may extend beyond the heavy lines shown on the attached Map 2 to a maximum of 4.0 metres from the wall to which they are attached; however, no such balconies or roof overhang shall extend into the area shown as "9 m Road Widening" on the attached Map 2, or into the areas shown as *Parcel 1A*, *Parcel 1B*, *Parcel 3A* or *Parcel 3B* on the attached Map 1;
- (3) the *height* of any building, or any portions thereof shall not exceed the *heights* in metres following the symbol "H" shown on the attached Map 2 with the exception of:
- (i) the items listed in subsections 5(2)(i) and (ii) of this By-law; and
  - (ii) *mechanical penthouse* uses shall be permitted as follows:
    - A. for Building A, to a *height* of 45.0 metres within the area identified as MPH-A on Map 2;
    - B. for Building F, to a *height* of 45.0 metres within the area identified as MPH-F on Map 2; and
    - C. for Building G, to a *height* of 112.5 metres within the area identified as MPH-G on Map 2;
- (4) subject to subsections 5(2)(i) and (ii) of this By-law, the *gross construction area* of any *storey* or portion of a *storey* of *Building G* above a *height* of 36.0 metres shall not exceed a maximum of 750 square metres;
- (5) the parking requirements set out in Section 4(5) of By-law No. 438-86, as amended, shall continue to apply to *Parcel 2A* and *Parcel 2B* except that despite the provisions

of Section 4(5), in the case of the uses listed in Column A below, the minimum required number of *parking spaces* shall be as set out in the corresponding row in Column B below:

<b>Column A Type of Use</b>	<b>Column B Minimum Required Number of Parking Spaces</b>
<i>dwelling units</i> (other than <i>alternative housing</i> or <i>social housing</i> )	<p><b>Resident Parking:</b></p> <p>0.3 <i>parking spaces</i> for each <i>bachelor dwelling unit</i></p> <p>0.7 <i>parking spaces</i> for each <i>1-bedroom dwelling unit</i></p> <p>1.0 <i>parking space</i> for each <i>2-bedroom dwelling unit</i></p> <p>1.2 <i>parking spaces</i> for each <i>3-or more bedroom dwelling unit</i></p> <p>for the use of the residents of the <i>lot</i></p> <p><b>Visitor Parking:</b></p> <p>0.06 <i>parking spaces</i> for every <i>dwelling unit</i> contained therein, to be used for visitors' parking</p>
<i>community services and facilities</i> , including <i>day nursery</i>	2 <i>parking spaces</i> are required to be provided and maintained for any <i>day nursery</i> provided pursuant to Section 8 or 9 of Appendix 1 of this By-law.

- (6) the *parking spaces* required to be provided and maintained by this By-law on *Parcel 2A* and *Parcel 2B* shall be provided only in a below ground parking facility;
- (7) despite any of the provisions of By-law No. 438-86, as amended, or *By-law No. 1996-0483* to the contrary, the erection and use of a below ground *commercial parking garage* is a permitted use on *Parcel 2A* and *Parcel 2B*, provided that the combined maximum number of *commercial parking spaces* permitted within all *commercial parking garages* located on *Parcel 1A*, *Parcel 2A* and *Parcel 2B* shall be 529;
- (8) *parking spaces* required to be used for visitors' parking or for non-residential uses on *Parcel 2A* and *Parcel 2B* may be provided and maintained within the *commercial parking garage* permitted by this By-law;
- (9) a minimum of 3 *car-share parking spaces* will be provided and maintained on *Parcel 2A* and *Parcel 2B* and such *parking spaces* may be provided within the *commercial parking garage* permitted by this By-law;

- (10) the minimum number of loading spaces to be provided and maintained on *Parcel 2A* and *Parcel 2B* shall be:
- (i) one *loading space – type G*;
  - (ii) one *loading space – type A*; and
  - (iii) one *loading space – type B*;
- (11) the *residential amenity space* requirements set out in Section 4(12) of By-law No. 438-86, as amended shall continue to apply to *Parcel 2A* and *Parcel 2B* except that such rooms need not be contiguous provided there is one room of a minimum area of 100.0 square metres, which contains a kitchen and a washroom;
- (12) *bicycle parking spaces* shall be provided and maintained on *Parcel 2A* and *Parcel 2B* in accordance with the following:
- (i) *bicycle parking spaces* shall be provided and maintained in accordance with the following table:

<b>Column A Use</b>	<b>Column B Requirement</b>
<i>dwelling units</i> :	1.0 <i>bicycle parking space</i> for each dwelling unit, of which 0.8 shall be <i>bicycle parking spaces – occupant</i> and 0.2 shall be <i>bicycle parking spaces – visitor</i> ;
<i>retail and services shops</i> , and the uses listed in Section 8(1)(f)(b)(v) and (vi) of By-law No. 438-86, as amended, where the combined <i>non-residential gross floor area</i> used for those purposes is equal to or greater than 2,000 square metres:	6 <i>bicycle parking spaces</i> ; or  1 <i>bicycle parking space</i> for every 1,250 square metres of <i>net floor area</i> or fraction thereof equal to or greater than 0.5,  whichever is greater
<i>retail and services shops</i> , and the uses listed in Section 8(1)(f)(b)(v) and (vi) of By-law No. 438-86, as amended, where the combined <i>non residential gross floor area</i> used for those purposes is equal to or greater than 20,000 square metres	1 shower-change facility for each gender

- (ii) the *bicycle parking spaces* required by subsection 5(12)(i) herein shall not be provided within a *dwelling unit* or a balcony thereof, nor combined with storage lockers for a *dwelling unit*;

- (iii) despite the definition of "*bicycle parking spaces – visitor*" in By-law No. 438-86, as amended, *bicycle parking spaces – visitor* may be located outdoors or indoors, including within a secured area in the underground parking garage;
  - (iv) despite the definition of *bicycle parking spaces – occupant* and *bicycle parking spaces – visitor* in By-law No. 438-86, as amended, *bicycle parking spaces* that are to be parked in a vertical position shall have horizontal dimensions of at least 0.4 metres by 1.0 metres and a vertical dimension of at least 1.9 metres;
  - (v) *bicycle parking spaces* shall all be weather protected;
- (13) continuous weather protection shall be provided and maintained as follows:
- (i) along the Queens Quay East frontage of *Parcel 2A* and *Parcel 2B*, having a minimum depth of 3.0 metres and a maximum height of 5.0 metres, and shall cover an area with an equal horizontal width free from pillars and any obstructions; and
  - (ii) along the western edge of *Building G* as shown on Map 2, having a minimum depth of 2.5 metres and a maximum height of 5.0 metres, and shall cover an area with an equal horizontal width free from pillars and any obstructions;
- (14) canopies providing the weather protection required by Sections 5(13)(i) and (ii) of this By-law shall be measured from the exterior face of the wall of the *mixed-use building* to the exterior edge of the canopy provided canopies complying with the requirements of Section 5(13)(i) shall be deemed to comply with the minimum depth, area and height requirements of this By-law notwithstanding that such canopies might encroach into the Queens Quay East right-of-way;
- (15) the minimum floor-to-ceiling height of the ground floor of any building is 4.5 metres;
- (16) no person shall erect or use any building on *Parcel 2A* or *Parcel 2B* or any portion thereof for any commercial use unless:
- (i) the finished floor elevation of the main floor is located within 0.2 metres of the level of a walkway, if any, located opposite the door to every commercial unit;
  - (ii) the depth of the main floor of a commercial unit is not less than 7.5 metres measured from the main front wall of the building, except that the depth may be reduced to 3.5 metres measured from the main front wall of the building to an internal stairwell or corridor; and
  - (iii) all exterior entrance doors, other than service entrance doors, which provide access to a commercial use within a building, shall be directly accessible by pedestrians by a level surface ramp not exceeding a gradient of 1 in 25 (4%).

- (17) *street-related retail and service uses* shall be provided on *Parcel 2A* and *Parcel 2B* as follows:
- (i) not less than 60 percent of the combined ground floor frontage of *Building G* along Queens Quay East and abutting *Parcel 3A* shall contain *street-related retail and service uses*; and
  - (ii) not less than 60 percent of the combined ground floor frontage of *Building A* and *Building F* along Queens Quay East shall contain *street-related retail and service uses*;
- (18) no *dwelling unit* is permitted on the ground floor of *Building G* where the exterior walls or windows of such *dwelling unit* face the boundary between *Parcel 2B* and *Parcel 3A* at an angle of less than 90 degrees measured on a horizontal plane;
- (19) not less than 30 percent of the *dwelling units* erected or used on the *lot* shall comprise *low-end-of-market housing*, provided nothing in this provision shall require that this percentage be met on a building by building basis;
- (20) not less than 25 percent of the *dwelling units* erected or used on the *lot* shall contain at least two *bedrooms*, provided nothing in this provision shall require that this percentage be met on a building by building basis; and
- (21) until *New Building B* on *Parcel 1A* has been *substantially completed*, the *owner* shall not give notice of completion of *Building A*, *Building F* and/or *Building G*, on the *lot* under Section 11 of the *Building Code Act, 1992* to the Chief Building Official and no residential use shall be made of *Building A*, *Building F* and/or *Building G* or any other residential or *mixed-use building* on the *lot*.
6. On *Parcel 2A* and *Parcel 2B*, no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the *lot* line and the following provisions are complied with:
- (1) all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway; and
  - (2) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.
- B. Provisions Applicable to *Parcel 3A* & *Parcel 3B***
7. *Parcel 3A* and *Parcel 3B* are hereby redesignated as "G" district and Appendix "A" of District Map 51G Appendix "A" of By-law No. 438-86, as amended is hereby further amended to identify such lands as "G" district.
8. Any *parking spaces* located on *Parcel 3A* and *Parcel 3B* shall be set back a minimum of 1.5 metres from each of *Parcel 1A* and *Parcel 2B*.

**C. Provisions Applicable to the Parcel 1A**

9. Despite any of the provisions of *By-law No. 1996-0483* or *By-law No. 438-86*, as amended, to the contrary:
- (1) a below ground *commercial parking garage* is a permitted use on *Parcel 1A* provided the combined maximum number of *commercial parking spaces* permitted within all *commercial parking garages* located on *Parcel 1A*, *Parcel 2A* and *Parcel 2B* shall be 529;
  - (2) loading facilities required for the buildings and structures located on *Parcel 1A* may be provided on *Parcel 2A* and/or *Parcel 2B*, and shared with the loading facilities required by Section 5(10) of this By-law for the buildings and structures located on *Parcel 2A* and *Parcel 2B*;
  - (3) the provisions of Section 4(11) of *By-law No. 438-86*, as amended, shall not apply to buildings or structures on *Parcel 1A* permitted by this By-law or *By-law No. 1996-0483*; and
  - (4) *parking spaces* required to be used for visitors' parking for the uses on *Parcel 1A* may not be provided and maintained within a *commercial parking garage* portion of a garage, and there shall be a minimum of 24 visitor *parking spaces* for *New Building B* and a minimum of 18 visitor *parking spaces* for *New Building D*.

**D. Definitions**

10. For the purposes of this By-law, each word or expression that 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*, as amended, except for the following:
- (1) "*Amended and Restated Section 37 Agreement*" means the Amended and Restated Section 37 Agreement dated April 28, 2009 (registered as Instrument No. AT2186244 on September 25, 2009);
  - (2) "*Board*" means the Ontario Municipal Board;
  - (3) "*Building A*", "*Building F*" and "*Building G*" each mean the buildings respectively located within the areas labelled "*Building A*", "*Building F*" and "*Building G*" on the attached Map 2;
  - (4) "*By-law No. 1996-0483*" means *By-law No. 1996-0483* as enacted by the former City of Toronto on October 7, 1996, approved by the Board in its Decision/Order No. 2058 issued August 5, 2005 in File Nos. PL970027 and PL948095, and the variances and conditions to such By-law as approved by the Board in its Decisions/Orders dated March 17, 2009 and October 15, 2009 in File No. PL080561;
  - (5) "*car-share*" shall mean the practice where a number of people share the use of one or more motor vehicles that are owned by a profit or non-profit car-sharing



- organization, such car-share motor vehicles to be made available for short term rental, including hourly rental. Car-sharing organizations may require that the car-share motor vehicles be reserved in advance, charge fees based on time and/or kilometres driven, and set membership requirements of the car-sharing organization, including the payment of a membership fee that may or may not be refundable;
- (6) "*car-share parking space*" means a *parking space* exclusively reserved and signed for a car used only for *car-share* purposes and such *car-share parking space* is for the use of at least the occupants of the building;
- (7) "*community services and facilities*" means the uses listed in Section 8(1)(f)(b)(ii) of By-law No. 438-86, as amended, subject to the permissions and qualifications listed therein;
- (8) "*final building permit*" means the issuance of the last building permit for the earlier of *Building A* , *Building F* and *Building G* which, in conjunction with the previous building permits for such building, permits the total construction of such building;
- (9) "*grade*" means 77.4 metres Canadian Geodetic Datum;
- (10) "*gross construction area*" means the total aggregate floor area of any floor of a building measured from the exterior face of the exterior walls, excluding the floor area of any balconies;
- (11) "*lot*" means in aggregate the lands identified as *Parcel 1A*, *Parcel 1B*, *Parcel 2A*, and *Parcel 2B* on Map 1 of this By-law;
- (12) "*low-end-of-market housing*" means *dwelling units* which do not exceed the following size restrictions:
- (i) *bachelor dwelling units* or *1-bedroom dwelling units* shall not contain more than 67 square metres of *residential gross floor area*;
  - (ii) *2-bedroom dwelling units* shall not contain more than 85 square metres of *residential gross floor area*; and
  - (iii) *3-bedroom dwelling units* shall not contain more than 100 square metres of *residential gross floor area*;
- (13) "*mechanical penthouse*" means those elements, equipment or structures listed in clauses 4(2)(a)(i), (ii) and (iii) of By-law No. 438-86, as amended;
- (14) "*New Building B*" has the meaning given in *By-law No. 1996-0483*;
- (15) "*New Building D*" has the meaning given in *By-law No. 1996-0483*;
- (16) "*owner*" means the *owner*, as such term is defined in By-law No. 438-86, as amended, of the *lot*;

- (17) "*Parcel 1A*", "*Parcel 1B*", "*Parcel 2A*", "*Parcel 2B*", "*Parcel 3A*" and "*Parcel 3B*" each mean the lands respectively labelled as such on Map 1 of this By-law;
- (18) "*Redpath*" means the owner of the lands to the east which abut the *lot*;
- (19) "*retail and services shops*" means the uses listed in Section 8(1)(f)(b)(iv) of By-law No. 438-86, as amended, subject to the permissions and qualifications listed therein;
- (20) "*substantially completed*" has the meaning given in *By-law No. 1996-0483*; and
- (21) "*Three Party Agreement, as amended*" means the Three Party Agreement dated April 20, 1998 (registered as Instrument No. CA746493), as amended by the Three Party Amending Agreement dated March 13, 2009 (registered as Instrument No. AT2186439 on September 25, 2009).
- 11.** Despite any existing or future severance, partition, or division of the *lot* and *Parcel 3A* and *Parcel 3B*, the provisions of this By-law and By-law No. 438-86, as amended by *By-law No. 1996-0483*, shall apply to the whole of the *lot* and *Parcel 3A* and *Parcel 3B* as if no severance, partition or division had occurred.

ENACTED AND PASSED this 9th day of May, A.D. 2012.

FRANCES NUNZIATA,  
Speaker

ULLI S. WATKISS,  
City Clerk

(Corporate Seal)

## APPENDIX 1

### Section 37 Provisions

The facilities, services, and matters set out herein are the matters required to be provided by the *owner* of the *lot* at its expense to the City in accordance with an agreement or agreements pursuant to Section 37(3) of the *Planning Act*, in a form satisfactory to the Chief Planner and Executive Director, City Planning Division and the City Solicitor, with conditions providing for indexing escalation of financial contributions and letters of credit, indemnity, insurance, HST, termination and unwinding, and registration and priority of agreement and such agreement(s) shall be registered against title to the *lot* to secure facilities, services, and matters as follows:

1. Prior to the application for and issuance of any building permit for a building or structure on *Parcel 2A* or *Parcel 2B* or any portion thereof, the *owner* shall have completed a land exchange with the Toronto Waterfront Revitalization Corporation ("TWRC") such that:
  - (1) the ownership of *Parcel 3B* will have been transferred to the TWRC, or such public entity as the TWRC may direct; and
  - (2) the ownership of *Parcel 2B* will have been transferred to the owner of *Parcel 2A*.

The completion of the transfers required by Sections 1(1) and 1(2) of this Appendix 1 shall be confirmed by the *owner* providing written notice to the satisfaction of the City Solicitor, with a copy to TWRC.

2. The registration on title to the *lot* of agreements amending the *Amended and Restated Section 37 Agreement*, and the registration on title to *Parcel 2B* of the *Amended and Restated Section 37 Agreement*, and, if necessary, the *Three Party Agreement, as amended*, to the satisfaction of the City Solicitor securing the provision of the facilities, services and matters set out in this Appendix 1, all to the satisfaction of the Chief Planner and City Solicitor.
3. Prior to the issuance of the first above-grade building permit for each of *Building A*, *Building F*, and *Building G*, as the case may be,
  - (1) the *owner* shall provide the Chief Building Official with an opinion in writing from each of a qualified and experienced noise and vibration consultant and a qualified and experienced air quality consultant that all building permit plans submitted for approval with respect to each such building have incorporated the noise and vibration and air quality mitigation and attenuation measures required to address noise excesses or air quality concerns for each such building in accordance with studies by such experts as are satisfactory to the Chief Planner, including providing for peer reviews at the *owner's* cost in the event the Chief Planner requests it and providing a reasonable opportunity for Redpath/the abutting owner to the east to comment on such opinions prior to the issuance of such permit, even where such measures are not usually required to be shown on building permit plans;

- (2) the *owner* shall provide a copy of the written opinion referred to in subsection (1) to *Redpath*, together with a copy of any plans, drawings, or specifications which have been submitted to the City as part of an application for a building permit for each such building;
  - (3) the *owner* shall provide the Chief Planner with written confirmation that the material identified in subsection (2) has been provided to *Redpath*;
  - (4) the City shall not issue an above-*grade* building permit for any such building within 45 days of the receipt of the confirmation required by subsection (3) in order:
    - (i) to allow *Redpath* time to review the plans and written opinion provided by the *owner* and to provide written comments, if any, to the Chief Planner and the *owner*; and
    - (ii) to allow the Chief Planner to receive and review any written comments received from *Redpath*;
  - (5) the *owner* shall not require the issuance of an above-*grade* building permit for any such building by the Chief Building Official during the 45-day period referred to in subsection (4);
  - (6) the *owner* shall not require the issuance of an above-*grade* building permit for any such building by the Chief Building Official until such time as the Chief Building Official has received written confirmation from the Chief Planner that the Chief Planner is satisfied that the building permit plans submitted by the *owner* for approval of any such building have incorporated the noise, vibration and air quality mitigation and attenuation measures necessary to address any excesses for each such building.
4. The *owner* shall undertake and maintain any required mitigation, attenuation and/or equivalent measures required by the Chief Planner respecting noise, vibration and/or air quality.
  5. *The Three Party Agreement, as amended* shall be further amended, if required, by the Chief Planner and the City Solicitor, to the satisfaction of the Chief Planner and such amending agreement shall be registered to the satisfaction of the City Solicitor, in order to secure any mitigation, attenuation or equivalent measures required by the Chief Planner pursuant to Section 3 and 4 herein.
  6. The residential visitor *parking spaces* for *New Building B* and *New Building D* shall form part of the common elements for any residential condominium for such buildings.
  7. Prior to the issuance of the earlier of the first above-*grade* permit for *Parcel 2A* or *Parcel 2B*, or any portion thereof, in accordance with Section 3(15)(e) of *By-law No. 1996-0483*, the City having made the election to require the equivalent payment, the *owner* shall pay to the

City the equivalent payment for the 33-child daycare facility required therein and as set out in the *Amended and Restated Section 37 Agreement*.

8. Despite Section 7 herein, the equivalent payment shall not be required to be paid to the City in the event the *owner* elects in writing prior to the issuance of the first site plan approval pursuant to Section 114 of the *City of Toronto Act, 2006* for *Parcel 2A* or *Parcel 2B* to provide, and thereafter at its expense, constructs, finishes, furnishes, equips and maintains, a 52-child non-profit daycare facility on the *lot* for a period of not less than 99 years comprising not less than 532 square metres of *non-residential gross floor area*, together with associated contiguous outdoor space comprising not less than 290 square metres, all in a location satisfactory to the Chief Planner.
9. In the event the *owner* makes the election in Section 8 herein within the time period therein provided, the *owner* shall at its expense, construct, finish, furnish, equip and maintain a fully equipped and furnished 52-child non-profit daycare facility on the *lot* in a location satisfactory to the Chief Planner, for a term of not less than 99 years, at a nominal rent, free of all operating expenses and municipal taxes, such facility to be conveyed to the City for nominal consideration by leasehold title for a period of 99 years, all to the satisfaction of the City Solicitor.

The daycare facility required herein shall be completed and conveyed to the City to the satisfaction of the Chief Planner prior to the earlier of any residential use commencing on *Parcel 2A* or *Parcel 2B* and prior to any condominium registration for all or any part of *Parcel 2A* or *Parcel 2B* pursuant to the *Condominium Act, 1998*, as amended or replaced from time to time.

Prior to the issuance of the first above-grade building permit for any building located on *Parcel 2A* or *Parcel 2B*, the *owner* shall at its expense provide the City with an unconditional and irrevocable letter(s) of credit in a form and from a Canadian Chartered Bank satisfactory to the City Treasurer, in the amount of Two (2) million dollars to secure the cost of completing the daycare facility required herein to the satisfaction of the Chief Planner, to be provided in stages as follows:

- (1) prior to the issuance of the first above-grade building permit for *Building A*: the lesser of 100 percent or the balance of the two (2) million dollars letter of credit not already provided to the City;
- (2) prior to the issuance of the first above-grade building permit for *Building F*: the lesser of 25 percent or the balance of the two (2) million dollars letter of credit not already provided to the City;
- (3) prior to the issuance of the first above-grade building permit for *Building G*: the lesser of 50 percent or the balance of the two (2) million dollars letter of credit not already provided to the City; and

- (4) prior to condominium registration of any building located on *Parcel 2A* or *Parcel 2B*: the lesser of 100 percent or the balance of the two (2) million dollars letter of credit not already provided to the City.

Such letter(s) of credit shall be indexed upwards on an annual basis in accordance with the Statistics Canada Non-Residential Construction Price Index for Toronto, calculated from the date of enactment of this By-law.

10. The *owner* shall provide and maintain low-end-of-market housing on the *lot* in accordance with the Amended and Restated Section 37 Agreement, except that:
- (1) *bachelor* and *1-bedroom dwelling units* shall not be greater than 67 square metres of *residential gross floor area*;
  - (2) *2-bedroom dwelling units* shall not be greater than 85 square metres of *residential gross floor area*;
  - (3) *3-bedroom dwelling units* shall not be greater than 100 square metres of *residential gross floor area*.
11. The *owner* shall, except with respect to the required location of *bicycle parking spaces*, construct and maintain the development 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 Item PG32.3 of the Planning and Growth Committee. The *owner* shall make reasonable commercial efforts to obtain LEED Gold certification.
12. The *owner* shall provide, maintain and operate the Transportation Demand management (TDM) measures, facilities and strategies stipulated in the TDM Plan prepared by iTRANS Consulting (February 22, 2011) as amended by supplementary information provided under date of April 4, 2011 by Cityzen Development Group, subject to such revisions from time to time as the Chief Planner and the City's General Manager of Transportation Services may agree in writing to permit.
13. The *owner* shall have a qualified Transportation Engineer/Planner certify, in writing within six months after first occupation of any part of the development on *Parcel 2A* and *Parcel 2B*, to the City's General Manager of Transportation Services that the development has been designed, constructed and operated in accordance with the Transportation Demand Management Plan prepared by iTRANS Consulting (February 22, 2011) as amended by supplementary information provided under date of April 4, 2011 by Cityzen Development Group, subject to such revisions from time to time as the Chief Planner and the City's General Manager of Transportation Services may have agreed in writing to permit.
14. The *owner* shall provide and maintain two (2) *parking spaces* on the *lot* for the daycare facility required in Sections 8 and 9 above at no charge, and the location of such spaces shall be determined pursuant to the site plan approval process for the buildings on *Parcel 2A* and *Parcel 2B*.

15. Except as provided herein, the provisions of the Amended and Restated Section 37 Agreement and the Three Party Agreement, as amended, shall continue to apply to the *lot*.
16. Prior to the issuance of any building permit, including for excavation or shoring, for *Parcel 2A* or *Parcel 2B* the *owner* shall enter into and register against title to the *lot* to the satisfaction of the City Solicitor, an agreement to amend the Amended and Restated Section 37 Agreement and, if necessary, an agreement to amend the Three Party Agreement, as amended, to amongst other matters set forth in this Appendix 1, incorporate the new land area being added to the *lot* pursuant to the land exchange in Section 1 herein, to provide for certain releases to the satisfaction of the City Solicitor for *Parcel 3B* following the completion of the conveyance of *Parcel 3B* to Waterfront Toronto and the G zoning coming into full force and effect on *Parcel 3A* and *Parcel 3B*, and to secure the new and amending additional Section 37 matters set forth in this Appendix 1.





