

Authority: Local Planning Appeal Tribunal Order issued
on April 25, 2019 in Case PL140008

CITY OF TORONTO

BY-LAW 249-2020(LPAT)

To amend former City of Toronto Zoning By-law 438-86, as amended, with respect to lands known municipally in the year 2017 as 1 and 7 Yonge Street.

Whereas the Local Planning Appeal Tribunal, by way of an Order/Decision in LPAT Case PL140008 issued on April 25, 2019, following an appeal pursuant to Section 34(19) of the Planning Act, R.S.O. 1990, c. P.13, as amended, determined to amend the former City of Toronto Zoning By-law 438-86, as amended, with respect to the lands known municipally in the year 2017 as 1 and 7 Yonge Street; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the authorization of increases in height and density of development; and

Whereas pursuant to Section 37 of the Planning Act, a by-law under Section 34 of the Planning Act may authorize increases in the height or density of development beyond those otherwise permitted by the by-law and that will be permitted 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 lands elects to provide facilities, services or matters, in return for an increase in height or density of development, the owner may be required to enter into one or more agreements with the municipality in respect of the facilities, services and matters; and

Whereas the *owner* of the aforesaid lands has elected to provide the facilities, services and matters hereinafter set out; and

Whereas the increase in height and density permitted beyond that otherwise permitted on the aforesaid lands by By-law 438-86, as amended, is permitted in return for the provision of the facilities, services and matters set out in this By-law which is secured by one or more agreements between the *owner* of the land and the City of Toronto;

Now therefore pursuant to the Order of the Local Planning Appeal Tribunal, By-law 438-86, the General Zoning By-law of the former City of Toronto, as amended, is further amended as follows:

1. Pursuant to Section 37 of the Planning Act, the *height* 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, including the provision by the *owner* of the facilities, services and matters set out in Schedule A hereof, to the City at the *owner's* sole expense and in accordance with and subject to the agreement(s) referred to in section 2.

2. Upon execution and registration of:
 - a. an agreement or agreements between the City and the *owner* of the *lot* (the "*owner*");
 - b. a three party agreement between the City, the *owner* and the *off-site parkland owner* (the "*parkland three party agreement*"); and
 - c. a three party agreement between the City, the *owner* and *Redpath* (the "*three party agreement*");

all pursuant to Section 37 of the Planning Act, securing the provision of the facilities, services and matters set out in Schedule A hereof, the *lot* 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 or *tower* until the *owner* has satisfied the said requirements.

3. Except as otherwise provided herein, the provisions of By-law 438-86, as amended, shall continue to apply to the *lot*.
4. This By-law applies to the lands shown on Map 1 attached to and forming part of this By-law.
5. None of the provisions of Section 2(1) of Zoning By-law 438-86 with respect to the definitions of *bicycle parking space – occupant*, *bicycle parking space – visitor*, *grade*, *height*, *lot*, and *residential amenity space* and Sections 4(2)(a); 4(5)(b); 4(5)(i)(ii); 4(8)(b); 4(12); 4(13)(a) and (c); 4(17); 5(1); 8(3) Part I; 8(3) Part II 1(a); 8(3) Part III 1(a); 8(3) Part XI 2(i) and (ii); 12(1)392; 12(1)397; 12(2)132; 12(2)260; 12(2)297; 12(2)380(1)(a); 12(2)380(2); 12(2)380(3); and 12(2)380(11), and District Map 51G-311 contained in Appendix "A" and Height and Minimum Frontage Map 50G-322 contained in Appendix "B" of Zoning By-law 438-86, as amended, titled "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", shall apply to prevent the erection or use of *residential*, *non-residential* and/or *mixed use building(s)*, and *accessory* uses thereto including a *below-grade commercial parking garage* on the *lot*, provided that:

Permitted Uses:

- a) Only the following uses shall be permitted on the *lot*:
 - (i) On *Parcel A* as shown on Map 3 attached to and forming part of this By-law, *residential uses* subject to the qualifications in Section 8(2) of Zoning By-law 438-86 where applicable, and those non-residential uses permitted within a CR district in Section 8(1)(f)(b) of Zoning By-law 438-86 subject to the qualifications in Section 8(2) of Zoning By-law 438-86 where applicable, together with *accessory* uses thereto; except for

an *automobile service and repair shop, automobile service station, cold storage locker plant, or motor vehicle repair shop, class A*, which are not permitted uses;

- (ii) On *Parcel B* as shown on Map 3, attached to and forming part of this By-law, those non-residential uses permitted within a CR district in Section 8(1)(f)(b) of Zoning By-law 438-86 subject to the qualifications in Section 8(2) of Zoning By-law 438-86 where applicable, together with *accessory* uses thereto; except for the following, which are not permitted as principal or *accessory* uses: *automobile service and repair shop; automobile service station; cold storage locker plant; motor vehicle repair shop, class A; clinic, community health centre, treatment or research centre or hospital for the observation and treatment of and for consultation with alcoholics and addicts; hotel; premises of a charitable institution, non-profit institution or other community or social agency where a component of the use is overnight accommodation; private hospital; psychiatric hospital; public hospital; seminary or religious mission; and/or, student residences for a college or university or the Royal Conservatory of Music or YMCA, YWCA, YMHA, YWHA residences, which are not permitted uses;*
 - (iii) Notwithstanding any other provision of this by-law, no *residential uses* shall be permitted on *Parcel B* and for clarity, *residential uses* are not permitted as *accessory uses* on *Parcel B*; and
 - (iv) On *Parcel A* and *Parcel B* the following uses are also permitted:
 - a *district energy, heating and cooling plant*, and a vacuum waste collection facility;
 - a *below-grade commercial parking garage*;
 - a *temporary sales office*;
 - *car-share*; and
 - a *below-grade car washing establishment*.
- b) Despite subsection 5 a) above, until such time as Map 6 attached to and forming part of this By-law has been amended to remove the (H) Holding Symbol designation from all or any part of the *lot* identified on Map 6 as being subject to the (H) Holding Symbol:
- (i) the uses permitted in subsection 5 a) shall not be permitted on all or any part of the *lot* which the (H) Holding Symbol continues to apply to; and
 - (ii) the only uses permitted on all or any part of the *lot* which the (H) Holding Symbol continues to apply to are:
 - a. those uses and buildings existing on the *lot* on the date of the passing of the by-law adopting this Exception and an addition

thereto not exceeding 100 square metres of *non-residential gross floor area*; and

- b. A temporary *sales office*.

Setbacks and Heights:

- c) No portion of any building, structure or *tower* erected or used above finished ground level on the *lot* shall be located other than wholly within the areas delineated by heavy lines on the attached Map 2A attached to and forming part of this By-law (in the case of any building or structure) and Map 2B attached to and forming part of this By-law (in the case of any *tower*), except for the following:
- (i) cornices, lighting fixtures, parapets, trellises, eaves, window sills, guardrails, balustrades, railings, vents, fences, safety railings, screens, landscape and public art features including water features, and, in respect of Map 2A only, awnings, ornamental elements satisfactory to the Chief Planner and Executive Director, City Planning, wheel chair ramps, stairs and stair enclosures, underground garage ramps and their associated structures, canopies and pedestrian or PATH bridges; and
 - (ii) balconies on *towers*, which may extend to a maximum horizontal projection from an exterior building wall of 2.2 metres beyond the heavy lines shown on Map 2B provided:
 - a. balconies do not extend beyond the *lot* lines;
 - b. balconies do not encroach within the 10 metre setback areas shown on the attached Map 2A adjacent to the *lot* lines abutting the Yonge Street road allowance; and
 - c. balcony locations and projections are supported by an appropriate wind and safety study, to the satisfaction in writing of the Chief Planner and Executive Director, City Planning; and
 - (iii) none of the provisions of this By-law shall apply to prevent the horizontal projection of canopy coverings in the area hatched on Map 2A beyond the heavy lines shown on Map 2A.
- d) As shown on Map 2A, a portion of the building on the north side of the future extension of Harbour Street, east of Yonge Street, shall maintain a minimum setback at *grade* of between 1.7 metres and 2.0 metres for the full *height* of the ground floor, which ground floor shall have a maximum *height* of 8.0 metres.
- e) The building shown on Map 2A as "Existing Office Building" shall be developed generally in accordance with the setbacks shown on Map 2A, subject to building columns being permitted within these setbacks.

- f) No part of any building or structure erected or used on the *lot* shall exceed the *heights* in metres specified by the numbers following the symbol H on the attached Map 2A of this By-law, and no part of any *tower* erected or used on the *lot* shall exceed the *heights* in metres and storeys specified by the numbers following the symbol H on the attached Map 2B of this By-law, with the exception of the following structures and elements, subject to the restrictions on such structures and elements as set out herein:
- (i) Structures on any roof used for outside or open air recreation, maintenance, safety, or wind protection purposes, green roofs, roofing material, receptor mitigation, pavers, parapets, terrace guards, screens, skylights, stairs and stair enclosure, and window washing equipment, may project above the *height* limits specified on Map 2A or Map 2B by a maximum of 4.0 metres;
 - (ii) A mechanical penthouse (MPH) and/or elevator/stair overruns including an accessory vestibule and washroom, may project above the *height* limits specified on Map 2B only on the roof of the *towers* and on the roof of the "Existing Office Building" specified on Map 2B and in accordance with the following table:

<i>Towers/Buildings</i> identified on Map 2B	Maximum height of MPH or mechanical enclosure (including architectural roof top feature) measured from the top of such roof
<i>Towers 1, 2 and 3</i>	13 metres
<i>Towers 4 and 5 and the "Existing Office Building"</i>	6 metres
 - (iii) Notwithstanding section 5 f)(i) above, window washing equipment, structural damper system and its enclosing elements, wind screens, and parapets may project above the *height* limits specified in the table in 5 f)(iii) above, provided such elements are no higher than 6.2 metres, and only located on the roof of the *towers* and the "Existing Office Building" as shown on Map 2B;
 - (iv) Pedestrian bridges on the *lot* linking buildings on *Parcel A* and permitting a future connection to buildings on the adjacent property to the east to a maximum height of 16.5 metres, measured between *grade* and the highest point of the bridge; and
 - (v) None of the building elements identified in 5 f)(ii) or 5 f)(iii), or a mezzanine level in a building, shall be considered a *storey* for the purposes of this By-law.

Towers:

- g) Every tower on *Parcel A* shown on Map 2B must be no closer than 30 metres to another tower on *Parcel A*.
- h) On *Parcel B*, *Tower 4* as shown on Map 2B must be no closer than 25 metres to *Tower 5*.

Gross Floor Area:

- i) The total combined *residential gross floor area* and *non-residential gross floor area* located or used on the *lot* shall not exceed 386,200 square metres of which:
 - (i) within *Parcel A*, the total combined *residential gross floor area* and *non-residential gross floor area* shall not exceed 238,600 square metres, of which:
 - a. a minimum of 10 percent of the *residential gross floor area* shall comprise *affordable rental housing units*;
 - b. a minimum of 4,772 square metres shall comprise a *municipal community centre* to be owned by the City within *Phase 1*; and
 - c. a minimum of 6,300 square metres shall be *non-residential gross floor area* over the entirety of *Parcel A*, including a minimum of 1,100 square metres of *non-residential gross floor area* within *Phase 1* and a minimum of 2,000 square metres of *non-residential gross floor area* within *Phase 2*;
 - (ii) within *Parcel B*, the maximum *non-residential gross floor area* shall not exceed 147,600 square metres, and no *residential gross floor area* is permitted; and
 - (iii) provided the total combined maximum *residential gross floor area* and *non-residential gross floor area* for the *lot* of 386,200 square metres is not exceeded and further provided the maximum building and *tower heights* permitted by Map 2A and Map 2B are not exceeded, excluding the permitted exceptions in subsection 5 f) above, then the total combined maximum *gross floor area* for *Parcel A* as permitted in subsection 5 i) (i) above may be increased by a maximum of 4,000 square metres of *below-grade non-residential gross floor area*, provided any such increase in *non-residential gross floor area* on *Parcel A* beyond that permitted by subsection 5 i) (i), shall result in a corresponding decrease in the *non-residential gross floor area* permitted by subsection 5 i) (ii) above on *Parcel B*.

Dwelling Units:

- j) The total number of *dwelling units* permitted on the *lot* shall not exceed 2,875, inclusive of the *affordable rental housing units*. The total *affordable rental housing units* shall comprise a minimum of 10 percent of the total *residential gross floor area* erected or used on the *lot* and will be provided on *Parcel A* within *Phase 1* and *Phase 3*, with a minimum of 90 *affordable rental housing units* to be provided in *Phase 1* and the remainder of such units to be provided in *Phase 3*.
- k) A minimum of 25 percent of the total *dwelling units* erected or used in each of *Phase 1*, *Phase 2* and *Phase 3*, inclusive of the *affordable rental housing units*, shall be two-*bedroom* units or larger and in no case shall the two-*bedroom affordable rental housing units* be smaller than 60 square metres.
- l) A minimum of 10 percent of the total *dwelling units* erected or used in each of *Phase 1*, *Phase 2* and *Phase 3*, inclusive of the *affordable rental housing units*, shall be provided as three-*bedroom* units or larger, and at least 5 percent (50 percent of the total number of three-*bedroom* or larger units) shall have all *bedrooms* on an exterior wall with glazing to each *bedroom* and in no case shall these three-*bedroom* or larger *affordable rental housing units* be smaller than 75 square metres.

Notwithstanding the foregoing 10 percent requirement in this subsection l) applicable to each of *Phase 1*, *Phase 2* and *Phase 3*, if at least 7 percent of the *dwelling units* erected or used in *Phase 2* are provided as three-*bedroom* units or larger, the remaining required 3 percent portion of such 10 percent requirement for *Phase 2* may be satisfied by three-*bedroom* units or larger in *Phase 1* and/or in *Phase 3* which are in excess of such 10 percent requirement in *Phase 1* or *Phase 3*, as applicable, provided a maximum of 28 such units can be included from *Phase 1* for such calculation and only provided in doing so, such does not in any way reduce the number of three-*bedroom* or larger units otherwise required for *Phase 1* or *Phase 3* if such notwithstanding provision had not applied.

For clarity, the three-*bedroom* and larger *dwelling units* actually provided in each of *Phase 1*, *Phase 2* and *Phase 3* shall count towards the 25 percent provision of the units required in each such phase pursuant to subsection 5 k) above and the notwithstanding provision above shall not apply for this calculation.

- m) The remainder of the total *affordable rental housing units* required in subsection 5 j) above, being one-*bedroom dwelling units*, shall in no case be smaller than 45 square metres.

Residential Amenity Space:

- n) *Residential amenity space* shall be provided and maintained on the *lot* for the use of all residents on the *lot* as follows:

- (i) a minimum of 2.0 square metres of indoor *residential amenity space* for each *dwelling unit* located in a multi-purpose room or rooms, which rooms may or may not be contiguous, at least one of which contains a kitchen and a washroom; and
- (ii) a minimum of 2.0 square metres of outdoor *residential amenity space* for each *dwelling unit* of which at least 40 square metres shall be adjoining or directly accessible from one or more rooms containing indoor *residential amenity space*.

Development Phasing/Holding Provisions:

- o) The total *gross floor area* for the development shall be provided in 5 phases, as shown on Map 4 attached to and forming part of this By-law, with a Holding ('H') symbol provided for any at or above-grade use within *Phase 2, Phase 3, Phase 4* and *Phase 5*, as shown on Map 6. The H symbol and related provisions are provided below, within subsection 5 p) and Section 6 of this By-law.
- p) For *below-grade* activity, the entirety of the excavation for the parking and loading facility on *Parcel A (Phase 1 to Phase 3)* can be completed prior to the removal of the H symbol for *Phase 2* and *Phase 3*, provided that:
 - (i) no at or above-grade use or development activity may occur on those portions of the *lot* comprising *Phase 2, Phase 3, Phase 4, or Phase 5* on *Parcel A* or *Parcel B* prior to the removal of the H symbol for the applicable phase; and
 - (ii) any *below-grade* activity will require the approval in writing of, and be to the satisfaction of, the General Manager, Toronto Water, the Chief Engineer and Executive Director, Engineering and Construction Services, and the Chief Planner and Executive Director, City Planning.

Parking:

- q) *Parking spaces* shall be provided and maintained on the *lot* in a *below-grade parking garage* in accordance with the following minimum and maximum requirements:
 - (i) Resident Parking:
 - A minimum of 0.18 *parking spaces* for each *bachelor dwelling unit*;
 - A minimum of 0.30 *parking spaces* for each *one-bedroom dwelling unit*;
 - A minimum of 0.45 *parking spaces* for each *two bedroom dwelling unit*;
 - and
 - A minimum of 0.72 *parking spaces* for each *three or more bedroom dwelling unit*.

(ii) *Car-Share:*

The parking requirements set out in subsection 5 q) (i) are subject to a reduction of 4 resident *parking spaces* for each *car-share parking space* provided and maintained on the *lot*, provided that the maximum reduction permitted by this provision shall be capped by the application of the following formula:

$4 \times (\text{total number of } \textit{dwelling units}/60)$, rounded down to the nearest whole number, up to a maximum of 190 *parking spaces*.

(iii) *Non-Resident Parking:*

A minimum of 0.06 *parking spaces* for each *dwelling unit* shall be provided and maintained on *Parcel A*;

A minimum of 1 *parking space* for every 300 square metres of *net floor area* of office space shall be provided and maintained on *Parcel B*;

Non-Resident *parking spaces* required above shall be provided and maintained on a shared use basis for the use of residential visitors and non-residential use visitors to the *lot*; and

A minimum of 3 *parking spaces*, from the total Non-Resident *parking spaces* to be provided on *Parcel A*, shall be provided and maintained at no cost exclusively for the use of staff of the *municipal community centre* provided on *Parcel A*.

(iv) *Commercial Parking Garage:*

Notwithstanding subsection 5 q) of this By-law, all Non-Resident *parking spaces* required by subsection 5 q) (iii) above may be provided within a *commercial parking garage* on any portion the *lot*, save and except that the *parking spaces* for the exclusive use of staff of the *municipal community centre* shall also be provided in accordance with Schedule A of this By-law and at no cost to the City.

- r) Notwithstanding the definition of the term *parking space* and the minimum dimensions set out in Section 4(17)(a), (b) and (c) in By-law 438-86, as amended, a maximum of 5 percent of the total number of *parking spaces* provided on the *lot* may be provided with a minimum *parking space* length of 5.0 metres.
- s) Notwithstanding the provisions of Section 4(17)(e) of By-law 438-86, as amended, a maximum of 5 percent of the total number of *parking spaces* provided on the *lot* that are obstructed on one or two sides may be provided with a minimum width of 2.6 metres.

- t) The provisions of this By-law shall not apply to prevent the erection and use of a two-way below-*grade* vehicle drive aisle having a maximum width of up to 15 metres on or below a portion of the *lot* to be conveyed to the City for municipal road purposes within the hatched area shown on Map 3, for the exclusive purpose of connecting below-*grade* parking structures on the *lot* and allowing the PATH connection required in clause xiv(e) of Schedule A of this By-law, subject to:
- (i) such lands being conveyed to the City to the satisfaction of the City Solicitor and the General Manager, Transportation Services; and
 - (ii) the location of such facilities within the lands to be conveyed to the City, to be to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services.
- u) The parking facilities required in subsection 5 q) (iii) of this By-law for residential visitors and non-residential uses and all driveways or passageways providing ingress thereto shall be shared and shall be secured from the parking facilities, driveways, and passageways required for residential occupants.
- v) The minimum width of a one-way drive aisle providing access to parking facilities on the *lot* shall be 3.0 metres.
- w) Notwithstanding the definitions in Zoning By-law 438-86 of *loading spaces – type C* and *loading spaces – type G*, the *loading spaces – types C* and *G* can be provided at any parking level below *grade*. Loading spaces shall be provided and maintained on the *lot* for both residential and non-residential uses as follows:
- (i) On *Parcel A*, a minimum of one *loading space – type G*, one *loading space – type C*, and two *loading spaces – type B*. Only a *loading space – type G* and *loading space – type C* shall be provided on *Phase 1* as shown on Map 4;
 - (ii) On *Parcel B*, a minimum of three *loading spaces – type B* and three *loading spaces – type C*;

and such spaces may be accessed via a ramp graded at a maximum of 12 percent.

- x) the minimum number of *bicycle parking spaces* to be provided and maintained on the *lot* shall be as follows, and are provided in order to meet the enhanced TGS Tier 2 requirements:

Located on *Parcel A*:

- (i) Residential
 - a. 1.08 *bicycle parking space – occupant per dwelling unit*; and
 - b. 0.12 *bicycle parking space – visitor per dwelling unit*.

- (ii) Retail
 - a. 0.002 *bicycle parking spaces – occupant* per square metre of retail *gross floor area*; and
 - b. 3 *bicycle parking space – visitor* plus 0.003 *bicycle parking spaces – visitor* per square metre of retail *gross floor area*.
- (iii) *Municipal Community Centre*
 - a. 9 *bicycle parking spaces – occupant*; and
 - b. 30 *bicycle parking spaces – visitor*, as set out in Section i(d) of Schedule A attached to this By-law.

Located on *Parcel B*:

- (iv) Retail
 - a. 0.002 *bicycle parking spaces – occupant* per square metre of retail *gross floor area*; and
 - b. 3 *bicycle parking space – visitor* plus 0.003 *bicycle parking spaces – visitor* per square metre of retail *gross floor area*.
- (v) Office
 - a. 0.002 *bicycle parking spaces – occupant* per square metre of office *gross floor area*; and
 - b. 3 *bicycle parking space – visitor* plus 0.002 *bicycle parking spaces – visitor* per square metre of office *gross floor area*.
- y) Notwithstanding subsections 5 x)(i), (ii) and (iii) above, up to 160 *bicycle parking spaces – visitor* may be located within the public right-of-way immediately adjacent to *Parcel A* on the *lot*.

Privately Owned Publicly Accessible Space:

- z) A minimum of 1,150 square metres of privately owned publicly accessible open space shall be provided and maintained on the *lot*, generally in the areas illustrated on Map 5 attached to and forming part of this By-law, and in accordance with Section xiv(j) of Schedule A of this By-law.

Holding Symbol:

- 6. Despite Section 5 herein, the Holding ('H') symbol applies to those portions of the *lot* identified on Map 6.

Lands zoned with the H symbol shall not be used for any purpose other than as provided for in subsection 5 b) above until the H symbol has been removed from such land. An amending by-law to remove the H symbol from the *lot*, in whole or in part, and in respect of specific uses, may be enacted by City Council when the following matters have been provided or their implementation secured through the execution and registration on title of an agreement or agreements pursuant to Section 37 and Sections 51 and/or 53 of the Planning Act, as appropriate, and pursuant to Section 114 of the *City of Toronto Act, 2006*, including any necessary financial securities, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor,

- a) Prior to the lifting of the H Symbol for *Phase 2*:
- (i) resolution of sanitary servicing capacity issues through completion of any necessary capital improvements, or through any "interim" condition as detailed by the *owner*, all to the satisfaction of the General Manager, Toronto Water and the Chief Engineer and Executive Director, Engineering and Construction Services;
 - (ii) demonstration to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, that the *owner* has implemented, or provided financial contributions to the City so that the City can implement, the recommendations of the Lower Yonge Precinct Municipal Class Environmental Assessment (MCEA) for *Phase 2* including: the location, design and provision of the planned transportation network, including improvements or interim improvements thereto, necessary to support the proposed development on the *lot*;

Should a financial contribution be made, the *owner* will be responsible for the following prior to the lifting of the H Symbol for *Phase 2*, as the case may be:

- a. Submit construction staging and traffic management plans to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services identifying in detail how construction will be staged and traffic managed during construction of *Phase 2*, including securing the *owner's* implementation of such plans;
- b. Submit a traffic impact study to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services demonstrating how access to/from the site will be provided for *Phase 2* in advance of the

recommendations of the Lower Yonge Precinct MCEA being implemented; and,

- c. Implement any interim on-site and off-site improvements to the transportation network that are identified in the traffic impact study in subsection 6 a) (ii) b. above as needed to accommodate site traffic for *Phase 2* in advance of the recommendations of the Lower Yonge Precinct MCEA being implemented;
 - (iii) submission of streetscape plans for all existing and required streets adjacent or abutting all or any part of the proposed development in *Phase 2*, as the case may be, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, including securing the *owner's* implementation of such plans and including provision for financial securities;
 - (iv) final confirmation and conveyance to the City, or satisfactory securing of such conveyance, of the entirety of the required *off-site parkland* dedication for the *lot*, including pursuant to Section 42 of the Planning Act, and including provision for financial securities, all to the satisfaction of the Chief Planner and Executive Director, City Planning, the City Solicitor and the General Manager, Parks, Forestry and Recreation; and
 - (v) the submission of a Master Functional Servicing Plan for the Lower Yonge Precinct satisfactory to the Chief Engineer and Executive Director, Engineering and Construction Services, including securing implementation of such plan and including provision for required conveyances and financial securities, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
- b) Prior to the lifting of the H Symbol for *Phase 3*:
- (i) resolution of sanitary servicing capacity issues through completion of any necessary capital improvements, or through any "interim" condition as detailed by the *owner*, all to the satisfaction of the General Manager, Toronto Water and the Chief Engineer and Executive Director, Engineering and Construction Services;
 - (ii) demonstration to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, that the *owner* has implemented, or provided financial contributions to the City so that the City can implement, the recommendations of the Lower Yonge Precinct Municipal Class Environmental Assessment (MCEA) for *Phase 3* including: the location,

design and provision of the planned transportation network, including improvements or interim improvements thereto, necessary to support the proposed development on the *lot*;

Should a financial contribution be made, the *owner* will be responsible for the following prior to the lifting of the H Symbol for *Phase 3*, as the case may be:

- a. Submit construction staging and traffic management plans to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services identifying in detail how construction will be staged and traffic managed during construction of *Phase 3*, including securing the *owner's* implementation of such plans;
 - b. Submit a traffic impact study to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services demonstrating how access to/from the site will be provided for *Phase 3* in advance of the recommendations of the Lower Yonge Precinct MCEA being implemented; and
 - c. Implement any interim on-site and off-site improvements to the transportation network that are identified in the traffic impact study in subsection 6 b) (ii) b. above as needed to accommodate site traffic for *Phase 3* in advance of the recommendations of the Lower Yonge Precinct MCEA being implemented;
- (iii) submission of streetscape plans for all existing and required streets adjacent or abutting all or any part of the proposed development in *Phase 3*, as the case may be, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, including securing the *owner's* implementation of such plans and including provisions for financial securities;
 - (iv) final confirmation and conveyance to the City, or satisfactory securing of such conveyance, of the entirety of the required *off-site parkland* dedication for the *lot*, including pursuant to Section 42 of the Planning Act, and including provision for financial securities, all to the satisfaction of the Chief Planner and Executive Director, City Planning, the City Solicitor and the General Manager, Parks, Forestry and Recreation;
 - (v) the registration of a plan of subdivision and agreements, as appropriate, providing for amongst other things: the extension of Harbour Street through the *lot* connecting Yonge Street to Freeland Street, including the proposed bi-directional cycle track on the south side of Harbour Street; intersection improvements for both the Yonge Street and Harbour Street and Yonge Street and Lake Shore Boulevard East intersections; and

municipal services and infrastructure as may be applicable and required to support development on the *lot*, all to be provided, constructed and conveyed together with improvements to adjacent public lands implemented, or provided financial contributions to the City so that the City can implement, all at the *owner's* proportionate expense, and including provisions for required conveyances and financial securities all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and General Manager, Transportation Services; and

- (vi) the submission of a Master Functional Servicing Plan for the Lower Yonge Precinct satisfactory to the Chief Engineer and Executive Director, Engineering and Construction Services, including securing implementation of such plan and including provision for required conveyances and financial securities, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

c) Prior to the lifting of the H Symbol for *Phase 4*:

- (i) resolution of sanitary servicing capacity issues through completion of any necessary capital improvements, or through any "interim" condition as detailed by the *owner*, all to the satisfaction of the General Manager, Toronto Water and the Chief Engineer and Executive Director, Engineering and Construction Services;
- (ii) demonstration to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, that the *owner* has implemented, or provided financial contributions to the City so that the City can implement, the recommendations of the Lower Yonge Precinct Municipal Class Environmental Assessment (MCEA) for *Phase 4* including: the location, design and provision of the planned transportation network, including improvements or interim improvements thereto, necessary to support the proposed development on the *lot*;

Should a financial contribution be made, the *owner* will be responsible for the following prior to the lifting of the H Symbol for *Phase 4*, as the case may be:

- a. Submit construction staging and traffic management plans to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services identifying in detail how construction will be staged and traffic managed during construction of *Phase 4*;
- b. Submit a traffic impact study to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services

demonstrating how access to/from the site will be provided for *Phase 4* in advance of the recommendations of the Lower Yonge Precinct MCEA being implemented; and

- c. Implement any interim on-site and off-site improvements to the transportation network that are identified in the traffic impact study in subsection 6 c) (ii) b. above as needed to accommodate site traffic for *Phase 4* in advance of the recommendations of the Lower Yonge Precinct MCEA being implemented;
- (iii) submission of streetscape plans for all existing and required streets adjacent or abutting all or any part of the proposed development in *Phase 4*, as the case may be, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, including securing the *owner's* implementation of such plans and including provision for financial securities;
- (iv) final confirmation and conveyance to the City, or satisfactory securing of such conveyance, of the entirety of the required *off-site parkland* dedication for the *lot*, including pursuant to Section 42 of the Planning Act, and including provision for financial securities, all to the satisfaction of the Chief Planner and Executive Director, City Planning, the City Solicitor and the General Manager, Parks, Forestry and Recreation;
- (v) the registration of a plan of subdivision and agreements, as appropriate, providing for amongst other things: the extension of Harbour Street through the *lot* connecting Yonge Street to Freeland Street, including the proposed bi-directional cycle track on the south side of Harbour Street; intersection improvements for both the Yonge Street and Harbour Street and Yonge Street and Lake Shore Boulevard East intersections; and municipal services and infrastructure as may be applicable and required to support development on the *lot*, all to be provided, constructed and conveyed together with improvements to adjacent public lands implemented, or provided financial contributions to the City so that the City can implement, all at the *owner's* proportionate expense, and including provisions for required conveyances and financial securities all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and General Manager, Transportation Services; and
- (vi) the submission of a Master Functional Servicing Plan for the Lower Yonge Precinct satisfactory to the Chief Engineer and Executive Director, Engineering and Construction Services, including securing implementation of such plan and including provision for required conveyances and financial securities, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

- d) Prior to the lifting of the H Symbol for *Phase 5*:
- (i) resolution of sanitary servicing capacity issues through completion of any necessary capital improvements, or through any "interim" condition as detailed by the *owner*, all to the satisfaction of the General Manager, Toronto Water and the Chief Engineer and Executive Director, Engineering and Construction Services;
 - (ii) demonstration to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, that the *owner* has implemented, or provided financial contributions to the City so that the City can implement, the recommendations of the Lower Yonge Precinct Municipal Class Environmental Assessment (MCEA) for *Phase 5* including: the location, design and provision of the planned transportation network, including improvements or interim improvements thereto, necessary to support the proposed development on the *lot*;
- Should a financial contribution be made, the *owner* will be responsible for the following prior to the lifting of the H Symbol for *Phase 5*, as the case may be:
- a. Submit construction staging and traffic management plans to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services identifying in detail how construction will be staged and traffic managed during construction of *Phase 5*;
 - b. Submit a traffic impact study to the satisfaction of the General Manager, Transportation Services and Chief Engineer and Executive Director, Engineering and Construction Services demonstrating how access to/from the site will be provided for *Phase 5* in advance of the recommendations of the Lower Yonge Precinct MCEA being implemented; and
 - c. Implement any interim on-site and off-site improvements to the transportation network that are identified in the traffic impact study in subsection 6 d) (ii) b. above as needed to accommodate site traffic for *Phase 5* in advance of the recommendations of the Lower Yonge Precinct MCEA being implemented;
- (iii) submission of streetscape plans for all existing and required streets adjacent or abutting all or any part of the proposed development in *Phase 5*, as the case may be, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, including securing the *owner's* implementation of such plans and including provision for financial securities;

- (iv) final confirmation and conveyance to the City, or satisfactory securing of such conveyance, of the entirety of the required *off-site parkland* dedication for the *lot*, including pursuant to Section 42 of the Planning Act, and including provision for financial securities, all to the satisfaction of the Chief Planner and Executive Director, City Planning, the City Solicitor and the General Manager, Parks, Forestry and Recreation;
- (v) the registration of a plan of subdivision and agreements, as appropriate, providing for amongst other things: the extension of Harbour Street through the *lot* connecting Yonge Street to Freeland Street, including the proposed bi-directional cycle track on the south side of Harbour Street; intersection improvements for both the Yonge Street and Harbour Street and Yonge Street and Lake Shore Boulevard East intersections; and municipal services and infrastructure as may be applicable and required to support development on the *lot*, all to be provided, constructed and conveyed together with improvements to adjacent public lands implemented, or provided financial contributions to the City so that the City can implement, all at the *owner's* proportionate expense, and including provisions for required conveyances and financial securities all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and General Manager, Transportation Services; and
- (vi) the submission of a Master Functional Servicing Plan for the Lower Yonge Precinct satisfactory to the Chief Engineer and Executive Director, Engineering and Construction Services, including securing implementation of such plan and including provision for required conveyances and financial securities, all to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

Definitions:

7. Each 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 438-86, as amended, except that for the purposes of this By-law, the following expressions shall have the following meaning:
- (i) "*affordable rent*" means gross monthly *rent* (inclusive of utilities, heat, hot water, water, gas, and electricity, but excluding vehicle parking, storage lockers, internet, and cable television charges) no greater than 1 times the average City of Toronto *rent*, by unit type (number of bedrooms), as reported annually by the Canada Mortgage and Housing Corporation in its Fall Update Rental Market Report for the City of Toronto by Unit Type;
 - (ii) "*affordable rental housing unit*" means a *rental dwelling unit* constructed on the *lot* and provided and maintained at *affordable rent*;

- (iii) "*bicycle parking space - occupant*" means an area that is equipped with a bicycle rack, locker or *bicycle stacker* for the purposes of parking and securing bicycles, and:
- a. where the bicycles are to be parked on a horizontal surface, has a horizontal dimension of at least 0.6 metres by 1.8 metres and a vertical dimension of at least 1.9 metres;
 - b. where the bicycles are to be parked in vertical position, has horizontal dimensions of at least 0.6 metres, by 1.2 metres and a vertical dimension of at least 1.9 metres; and
 - c. where the bicycles are to be parked in a bicycle stacker, has a horizontal dimension of at least 0.6 metres, by 1.8 metres and has a vertical dimension for each bicycle parking space of at least 1.2 metres.
- (iv) "*bicycle parking space – visitor*" means an area that is equipped with a bicycle rack, locker or *bicycle stacker* for the purposes of parking and securing bicycles, and:
- a. where the bicycles are to be parked on a horizontal surface, has a horizontal dimension of at least 0.6 metres by 1.8 metres and a vertical dimension of at least 1.9 metres;
 - b. where the bicycles are to be parked in vertical position, has horizontal dimensions of at least 0.6 metres, by 1.2 metres and a vertical dimension of at least 1.9 metres;
 - c. where the bicycles are to be parked in a bicycle stacker, has a horizontal dimension of at least 0.6 metres, by 1.8 metres and has a vertical dimension for each bicycle parking space of at least 1.2 metres; and
 - d. may be located outdoors or indoors;
- (v) "*bicycle stacker*" means a device where by a bicycle parking space is positioned above or below another parking space and is accessed by means of an elevating device;
- (vi) "*building permit*" means a permit to construct a building or structure, or any part thereof, pursuant to Section 8 of the *Building Code Act, 1992*, S.O. 1992, c.23, as amended, superseded or replaced from time to time, and, for clarity, does not include the portion of any permits for demolition, site servicing, excavation and/or shoring;
- (vii) "*car-share*" means the practice where a number of people share the use of one or more cars that are owned by a profit or non-profit car-sharing

organization and where such organization may require that use of cars to 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;

- (viii) "*car-share parking space*" shall mean a parking space that is reserved and actively used for car-sharing;
- (ix) "*development approval*" means an application for, or granting of:
 - a. this amending by-law;
 - b. an official plan amendment, rezoning, site plan approval, minor variance or consent or any modification or resubmission of any of them; or
 - c. a *building permit*, which for the purpose of the *owner's* obligations relating to noise studies or emission studies means a permit or conditional permit to construct a building, or any part thereof, pursuant to Section 8 of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, superseded or replaced from time to time, and, for clarity, does not include the portion of any permits for demolition, site servicing, excavation and/or shoring if as and to the extent they do not include or affect receptor-based mitigation;
- (x) "*grade*" means the Canadian Geodetic Datum elevation of 76.8 metres for *Parcel A* and the Canadian Geodetic Datum elevation of 76.7 metres for *Parcel B*;
- (xi) "*height*" means the vertical distance between *grade* and the highest point of the building or structure;
- (xii) "*lot*" means the lands outlined on Map 1 attached to this By-law;
- (xiii) "*off-site parkland*" means the lands having a minimum area not less than one hectare and comprising the lands municipally known in 2018 as 55-95 Lake Shore Boulevard East, 33-53 Freeland Street, and 2 and 15 Cooper Street, for the purposes of establishing a central park;
- (xiv) "*off-site parkland owner*" means the owner of the fee simple in the lands municipally known in 2018 as 55-95 Lake Shore Boulevard East, 33-53 Freeland Street, and 2 and 15 Cooper Street;
- (xv) "*Parcel A*" means the northern portion of the *lot* as shown on Map 3;
- (xvi) "*Parcel B*" means the southern portion of the *lot* as shown on Map 3;

- (xvii) "parking *garage*" means a building or portion of a building, other than a *private garage* that is used for the temporary parking of motor vehicles;
- (xviii) "parkland *three party agreement*" means an agreement entered into by the *owner*, the *off-site parkland owner* and the City and registered against the *lot* and the lands municipally known in 2017 as 55-95 Lake Shore Boulevard East, 33-53 Freeland Street and 2 and 15 Cooper Street, in a form and with content satisfactory to the City Solicitor, in consultation with the Chief Planner and Executive Director, City Planning and the General Manager, Parks, Forestry and Recreation, and registered to the satisfaction of the City Solicitor, pursuant to Section 37 of the Planning Act in accordance with and as required in Sections iii. and iv. of Schedule A of this By-law and in accordance with and as required by the Section 37 agreement between the *owner* and the City referred to therein;
- (xix) "Phase 1", "Phase 2", "Phase 3", "Phase 4" and "Phase 5" means Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 as shown on Map 4;
- (xx) "*privately owned publicly accessible space*" means a *privately owned publicly accessible space* as required in Clause xiv.(j) of Schedule A;
- (xxi) "Redpath" means Redpath Sugar Ltd., the owner and lessee of the *Redpath Lands*, and its successors or assigns;
- (xxii) "Redpath *Lands*" means the lands and premises known municipally as 95 Queens Quay Boulevard East, in the City of Toronto, owned and operated by Redpath, and its successors or assigns;
- (xxiii) "rent" means "rent" as defined in the *Residential Tenancies Act* and shall include charges for heat, hot water, water, gas and electricity charges, but not vehicle parking, storage lockers, internet, telephone and cable television or other optional services. If heat and/or water and/or electricity and/or gas are not included in the *rent*, and are therefore to be paid by the tenant, then the *rent* will be adjusted downward using objective cost data, to the satisfaction of the Chief Planner and Executive Director, City Planning in writing;
- (xxiv) "*rental dwelling unit*" means a *dwelling unit* which is rented or available for rent pursuant to the *Residential Tenancies Act* but does not include a condominium-registered unit or a life-lease or co-ownership unit as defined in Chapter 667;
- (xxv) "*Residential Tenancies Act*" means the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, as amended or any successor legislation;
- (xxvi) "*residential uses*" means those uses permitted within a CR district in Section 8(1)(f)(a) of Zoning By-law 438-86, as amended;

- (xxvii) "*sensitive land uses*" means any of the following uses, whether as a principal or accessory use: *club*; commercial baths; *concert hall*; *place of amusement*; *place of assembly*; *clinic*; *community centre*; *community health centre*; *day nursery*; high school or secondary school; *municipal community centre*; *performing arts studio*; *place of worship*; a *charitable institution*, *non-profit institution* or other community or social agency other than offices; *public art gallery*; *public library*; *public museum*; public or separate elementary school; Y.M.C.A., Y.W.C.A., Y.M.H.A., Y.W.H.A. (excluding residences); college or university, Royal Conservatory of Music, and any use that is naturally and normally incidental or subordinate and devoted to the principal use of the institution; *clinic*, treatment or research centre or hospital for the observation and treatment of and for consultation with alcoholics and addicts; *private academic*, *philanthropic* or *religious school*; private hospital; *psychiatric hospital*; *public hospital*; seminary or religious mission; *union hall*; *vocational school*; *private art gallery*; *patio* in connection with a *bake-shop*, *caterer's shop*, *club*, *concert hall*, *place of amusement*, *place of assembly*, *restaurant* or *take-out restaurant*; *artist's or photographer's studio*; *communications and broadcasting establishment*; research and development institute; *commercial school*; *hotel*; or *trade school*;
- (xxviii) "*site plan application*" means an application for the approval of plans and drawings pursuant to Section 41 (4) of the Planning Act, as amended or Section 114 of the *City of Toronto Act*, 2006, as is applicable;
- (xxix) "*temporary 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 *lot*; and
- (xxx) "*three party agreement*" means an agreement entered into by the *owner*, *Redpath* and the City and registered against the *lot* and the Redpath Lands in a form and with content satisfactory to the City Solicitor, in consultation with the Chief Planner, and Executive Director, City Planning, and registered to the satisfaction of the City Solicitor, pursuant to Section 37 of the Planning Act in accordance with and as required in sections vi to xv of Schedule A of this By-law and in accordance with and as required by the Section 37 agreement between the *owner* and the City referred to herein;
- (xxxi) "*tower*" means any building at a *height* greater than 27 metres above *grade*, more particularly as shown on Map 2B.

8. Within the *lot*, 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:

- (i) all new public roads required for a particular phase have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway, and
 - (ii) all water mains and sanitary sewers, and appropriate appurtenances, required for a particular phase, have been installed and are operational.
- 9.** Despite any existing or future severance, partition or division of the *lot*, the provisions of this By-law shall apply to the whole of the *lot* as if no severance, partition or division occurred.

Local Planning Appeal Tribunal Order issued on April 25, 2019 in LPAT Case PL140008.

SCHEDULE A

Section 37 Provisions

The facilities, services and matters set out below are required to be provided to the City by the *owner* at the *owner's* expense in accordance with this By-law and as further specified in one or more agreements pursuant to Section 37(3) of the Planning Act, in a form satisfactory to the City Solicitor with conditions providing for indexing escalation of both the financial contributions and letters of credit, development charges, indemnity, insurance, GST, HST, termination and unwinding, and registration and priority of agreement in return for the increase in *height* and density of the proposed development on the *lot*, all to the satisfaction of the Chief Planner and Executive Director, City Planning:

Municipal Community Centre

- i. Prior to the date that is either:
 1. 2 years from the first residential use or occupancy of all or any part of the *Phase 1* land (or such later date as may be agreed upon in writing by the Chief Planner and Executive Director, City Planning); or
 2. if within 2 years of the date of the first residential use or occupancy of all or any part of the *Phase 1* land the owner has submitted an application for condominium registration for the *Phase 1* land, and provided the owner is diligently proceeding with such application to the satisfaction of the Chief Planner and Executive Director, City Planning, then prior to or contemporaneous with any condominium registration of all or any part of the *Phase 1* land;

the *owner* shall design, construct, provide and convey together with necessary easements and rights of support to the City an on-site 4,772 square metre (approximately 51,000 square foot) *municipal community centre* (excluding fit-outs), through a freehold strata conveyance of the associated floor space and including the two (2) access elevators providing access to floors 1, 2 and the parking garage, and through a shared facilities agreement, together with provision and maintenance by the owner of a minimum of three (3) *parking spaces* in the parking garage for exclusive use by the City, along with access thereto and including the conveyance to the City at nominal cost by the *owner* in perpetuity of an exclusive easement and any necessary rights of support, at the time of the conveyance to the City of the *municipal community centre*, and including insurance and indemnification, all to the satisfaction of the City Solicitor and the General Manager, Parks, Forestry and Recreation in accordance with the following:

- (a) The *municipal community centre* shall be located on the ground and second storey levels with frontage on both Freeland Street and Harbour Street;
- (b) The *municipal community centre* shall include a double gymnasium and a six-lane, 25 metre in length swimming pool;

- (c) The *municipal community centre* shall be designed as a neighbourhood landmark with visibility from both Freeland Street and the future Harbour Street extension;
- (d) The *owner* shall provide 30 *bicycle parking spaces – visitor* as required by this By-law for the exclusive use of visitors to the *municipal community centre*, to be located outdoors in close proximity to the *municipal community centre* at ground level to be provided and thereafter maintained as follows:
 - (i) 15 to be provided prior to the conveyance of the *municipal community centre* to the City; and
 - (ii) 15 to be provided no later than the date the future extension of Harbour Street identified on Map 4 is made available for use by the public;
- (e) Notwithstanding clause (d)(ii) above, prior to the date the future extension of Harbour Street is made available for use by the public, 15 *bicycle parking space* shall be provided in the *below-grade parking garage* with final location and appropriate signage to be secured through *site plan application* approval; and
- (f) Notwithstanding clauses i. 1. and 2 above, prior to the use or occupancy of more than 60 percent of the dwelling units for *Phase 1*, the owner shall have completed the design and construction of the municipal community centre such that it is ready for occupancy by the City, and shall have notified the City in writing of such readiness, and the City shall have the use of the municipal community centre, including any necessary access, all to the satisfaction of the General Manager, Parks, Forestry and Recreation.

Affordable Rental Housing

- ii. The *owner* shall provide and maintain on the *lot affordable rental housing units*, comprising at least 10 percent of the *residential gross floor area* provided on the *lot* and subject to the following:
 1. The *affordable rental housing units* shall be maintained as *rental dwelling units* for at least 25 years, beginning with the date each such unit is first occupied;
 2. The *affordable rental housing units* shall be provided in *Phase 1* and *Phase 3*, with at least 90 of the required *affordable rental housing units* to be provided in *Phase 1*;
 3. The *affordable rental housing units* shall be ready and available for occupancy prior to the date that 60 percent of the remaining residential units in the same *Phase* are ready and available for occupancy;

4. The unit mix for the *affordable rental housing units* shall in no event comprise less than:
 - (i) 10 percent of the units as three-bedroom units or larger and shall each have a minimum floor area of at least 75 square metres; and
 - (ii) 25 percent of the units, inclusive of the 10 percent three-bedroom units in 4.(i) above, as two-bedroom units or larger of which such two-bedroom units shall each have a minimum floor area of at least 60 square metres;
5. No portion of the *affordable rental housing units* shall be registered as condominium or any other form of ownership such as life lease or co-ownerships which provide a right to exclusive possession of a unit, and no application for conversion for non-rental housing purposes, or application to demolish any portion of the *affordable rental housing units* can be made for at least 25 years from the date of the first occupancy of the last *affordable rental housing unit* to be occupied on the *lot*;
6. When the 25-year period set out in (5) above has expired, the *owner* shall continue to provide and maintain the affordable rental housing units as rental dwelling units, unless and until such time as the *owner* has applied for and obtained all approvals necessary to do otherwise;
7. The owner shall provide and maintain *affordable rents* charged to the tenants who rent the *affordable rental housing units* during the first 15 years of occupancy of each such unit, such that the initial rent for any tenant shall not exceed *affordable rent*;
8. During the first 15 years of occupancy, increases to the initial rents charged to tenants occupying any of the *affordable rental housing units* shall be in accordance with the *Residential Tenancies Act* and shall not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases; and
9. After the first 15 years of occupancy, rent increases may be taken in accordance with the *Residential Tenancies Act* or any successor legislation, save and except that rent increases for tenants continuing to occupy any of the *affordable rental housing units* shall also be subject to a three-year phase-in period for escalation to market rent subject to such tenant having been provided at least 7 years of *affordable rent* and provided if such tenant has not, then the three-year phase-in period does not commence until such 7 year period has ended.

Parkland

- iii. Prior to any order issuing from the Local Planning Appeal Tribunal to bring this By-law into force, the *owner* shall secure the conveyance to the City of the entirety of the *off-site parkland* to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor, including that the *owner* shall:

- (a) enter into a *parkland three party agreement* with the City and the *off-site parkland owner* to secure, amongst other matters;
- (i) the conveyance of the entirety of the *off-site parkland* to the City by the *off-site parkland owner*, including amongst other lands the conveyance to the City of an *off-site parkland* dedication pursuant to Section 42 of the Planning Act on behalf of the *owner*;
 - (ii) the payment by the *owner* to the *off-site parkland owner* of the *owner's* Section 42 parkland contribution for the development of the *lot*, and including appointment of a parkland trustee and of a consulting engineer with respect to the creation of the off-site park;
 - (iii) that the *off-site parkland owner* will not develop the *off-site parkland* for its own purposes;
 - (iv) the details with respect to calculation of the *owner's* Section 42 parkland dedication;
 - (v) the details with respect to compensation for conveyance of portions of the *off-site parkland* to the *off-site parkland owner*, and the timing of such payment;
 - (vi) the details of the timing of the conveyance of the *off-site parkland* to the City by the *off-site parkland owner*, which shall include completion of the fee simple conveyance to the City on or before the earlier of:
 - a. six (6) years from the issuance of the first above-grade permit for all or any part of the *off-site parkland owner's* lands, for which the development of such lands requires the *off-site parkland owner* to convey to the City a portion of the *off-site parkland* pursuant to Section 42 of the Planning Act; and
 - b. three (3) years from the first occupancy or use for retail or office purposes of any portion of Block 1 of the *off-site park owner's* lands, as shown on the Draft Plan of Subdivision submitted by the *off-site parkland owner* to the City in support of City of Toronto Application 16 152754 STE SB;all in accordance with the agreement of purchase and sale required in subsection iv. of this Schedule A, below;
 - (vii) the details of the *off-site parkland* cost-sharing between the owner and the *off-site parkland owner*; and
 - (viii) the details for an alternate Section 42 parkland dedication by the *owner* in the event that the *off-site parkland owner* is not able to convey the fee simple in the *off-site parkland* to the City;

all to the satisfaction of the General Manager, Parks, Forestry and Recreation, the Chief Planner and Executive Director, City Planning and the City Solicitor; and

- (b) register the *parkland three party agreement* on title to the *lot* and on title to the *off-site parkland*, all to the satisfaction of the City Solicitor.
- iv. Prior to any order issuing from the Local Planning Appeal Tribunal to bring this By-law into force, the City and the *off-site parkland owner* shall enter into an agreement of purchase and sale to secure the conveyance of the *off-site parkland* to the City, all to the satisfaction of the Manager, Acquisitions and Expropriations, Real Estate Transaction Services and the City Solicitor.
- v. Prior to the issuance of any *above-grade building permit* for the *lot*, the *owner* shall provide confirmation from the parkland trustee as defined in the *parkland three party agreement* that the *owner* is in good standing with respect to its payment pursuant to clause iii. a. (ii) and with respect to its participation in the *parkland three party agreement*, all to the satisfaction of the Manager, Acquisitions and Expropriations, Real Estate Transaction Services and the City Solicitor.

Air Quality and Noise

- vi. Prior to any order issuing from the Local Planning Appeal Tribunal to bring this By-law into force, the *owner* shall enter into the *three party agreement* pursuant to Section 37 of the Planning Act and pursuant to the Section 37 Agreement required in section xxiv. of this Schedule A, to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor, in order to further secure the matters set forth in sections vi. to xiv. of this Schedule A, amongst other matters, and shall register such agreement on title to the *lot* and on title to the *Redpath Lands*, all to the satisfaction of the City Solicitor.
- vii. Prior to any order issuing from the Local Planning Appeal Tribunal to bring this By-law into force, the *owner* shall make a financial contribution to *Redpath* towards certain at-source mitigation measures, which *Redpath* shall acknowledge and confirm have been completed in the *three party agreement*.
- viii. At the time of applications for *development approval(s)* and *site plan application approval(s)* for the *lot*, and prior to the *owner* obtaining any such approvals, the *owner* shall at its expense, submit to the City for approval of the Chief Planner and Executive Director, City Planning, in writing detailed noise studies and emissions studies, respecting the possible effects of the facility located on the *Redpath Lands* on the proposed development on the *lot* and the possible effects of the proposed development on the *lot* on the facility located on the *Redpath Lands*, and including provision for third party peer review, together with the opportunity for *Redpath* to comment to the *owner* and the Chief Planner and Executive Director, City Planning on such noise studies and emissions studies;
- ix. Thereafter the owner at its expense shall implement, operate and maintain, any receptor-based mitigation features shown on or required to be shown on the approved site plan

drawings and/or *building permit* plans (the "receptor-based mitigation features") respecting uses on the *lot*;

- x. The *owner* shall at its expense, provide confirmation in writing to the Chief Building Official that *building permit* plans have incorporated any such receptor-based mitigation features;
- xi. The *owner* shall at its expense on completion of each building or portion thereof, of any building and prior to any use of any such building or any portion thereof, provide confirmation in writing to the satisfaction of the Chief Planner and Executive Director, City Planning that the design and construction of such building incorporates all of the receptor-based mitigation features and that all such mitigation is operating as intended in accordance with specifications;
- xii. The *owner* shall provide to *Redpath* a copy of all issued Notice of Approval Conditions for any *site plan application(s)* for the *lot*, together with all associated drawings and all approved site plan drawings;
- xiii. The *owner* shall provide to *Redpath* every noise study and every emissions study for the *lot* in connection with any *development approval*;
- xiv. The *owner* shall provide to *Redpath* every written opinion to the Chief Building Official regarding *building permit* plans specified in x and xi above, and provide to *Redpath* all approved *building permit* plans; and
- xv. On completion of each building or portion of any building and prior to any use of any building or any portion of any building on the *lot*, the *owner* shall provide to *Redpath* every written opinion to the Chief Planner and Executive Director, City Planning with a copy to *Redpath* confirming the design and construction incorporate all of the receptor-based mitigation features and that all such mitigation is operating as intended in accordance with specifications;

all as more particularly provided in the *three party agreement*.

Landscape Enhancements

- xvi. The *owner* shall design and construct landscape enhancements to the city-owned parcel of lands at the southeast corner of Yonge Street and Lake Shore Boulevard, upon completion of the normalization of this intersection, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Parks, Forestry and Recreation.
- xvii. Prior to the issuance of the first above-grade *building permit* for Phase 3 of the development on the *lot*, the *owner* shall provide a letter of credit to financially secure the landscape enhancements set out in Section xvi. above, which amount shall not exceed \$577,215.00, all to the satisfaction of the Chief Planner and Executive Director, City Planning and with the timing for the provision of such letter of credit, satisfactory to the Chief Planner and Executive Director, City Planning.

Public Art

- xiii. The owner shall provide and maintain public art on the *lot* and the south east corner of Yonge Street and Lake Shore Boulevard East, to be visible from publicly accessible areas, in accordance with the City of Toronto Percent for Public Art Program and in accordance with the Public Art Plan contained within the Lower Yonge Precinct Plan, dated April 2016 and in accordance with the following:
- (a) Prior to issuance of the first above-grade *building permit* for *Phase 3*, the *owner* shall prepare and submit to the Chief Planner and Executive Director, City Planning a public art plan detailing the implementation of any public art installations, and to City Council for its approval;
 - (b) Prior to issuance of the first above-grade *building permit* for *Phase 3*, the *owner* shall provide public art on *Parcel A* having a minimum value of \$1,000,000 or such greater amount to the City for public art for *Parcel A* to the satisfaction of the Chief Planner and Executive Director, City Planning;
 - (c) Prior to the issuance of an above-grade *building permit* for the later of *Phase 4* or *Phase 5*, the *owner* shall provide public art on *Parcel B* having a minimum value of \$500,000 or such greater amount to the City for public art for *Parcel B* to the satisfaction of the Chief Planner and Executive Director, City Planning; and
 - (d) The payments and public art requirements required in (b) and (c) above shall be increased by upwards indexing in accordance with the Non-Residential Building Construction Price Index for the Toronto CMA, report by Statistics Canada or its successor, calculated from the date of the Section 37 Agreement to the date each such payment is made.

Art on Construction Hoarding

- xix. The *owner* shall provide and maintain art on at least fifty percent (50 percent) of the construction hoarding abutting a public roadway, in accordance with the City's START (Street Art Toronto) program and in consultation with the Ward Councillor.

Cash Contribution

- xx. Prior to issuance of the first above-grade *building permit* for all or any portion of the *lot* other than *Phase 1*, a sum of Five Million, Seven Hundred and Twenty-Five Thousand, Nine Hundred and Ninety-One Dollars (\$5,725,991.00) by certified cheque, to be used by the City toward the following capital improvements, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services, in consultation with the local Councillor, as follows:
- (a) A cash payment of \$1,000,000 towards the Jack Layton Ferry Terminal redevelopment;

- (b) A maximum cash contribution of \$4,375,000.00 towards: two-way conversion of Harbour Street between Yonge and York Streets; the full upgrade of Yonge Street from Queens Quay to Front Street; removal of the Bay Street on-ramp to the eastbound Gardiner Expressway; the shortening of the Lower Jarvis off-ramp from the eastbound Gardiner Expressway; and/or the re-construction of Lake Shore Boulevard East from Yonge Street to Lower Jarvis Street; all in accordance with the recommendations from the Lower Yonge Precinct Municipal Class Environmental Assessment (MCEA), on the following terms:
1. which final cash contribution shall be determined by an updated cost estimate to the satisfaction of the General Manager, Transportation Services;
 2. a letter of credit in the amount of \$2,200,000.00 shall be provided prior to the issuance of the first above-*grade building permit* for *Phase 1* toward the final cash contribution; and
 3. the remaining balance of the cash contribution shall be provided once the updated cost estimate is finalized, but in any event no later than prior to the issuance of the first above-*grade building permit* for *Phase 4*; and
- (c) A cash contribution of \$350,991.00 to pay for the full costs of an upgraded cycling facility on Yonge Street between Queens Quay and Front Street with the design conforming to the recommendations from the Lower Yonge Precinct MCEA;
- xxi. Payments in Section xx of this Schedule A are to be increased by upward indexing in accordance with the Statistics Canada Construction Price Index for Toronto, calculated from the date of the execution of the Section 37 Agreement to the date the payment of the funds by the *owner* to the City; and
- xxii. In the event the cash contribution(s) in Section xx of this Schedule A has not been used for the intended purpose within three (3) years of this By-law coming into full force and effect, the cash contribution may be redirected for another purpose, at the discretion of the Chief Planner and Executive Director of City Planning, in consultation with the local Councillor, provided that the purpose is identified in the Toronto Official Plan and will benefit the community.

Other Improvements

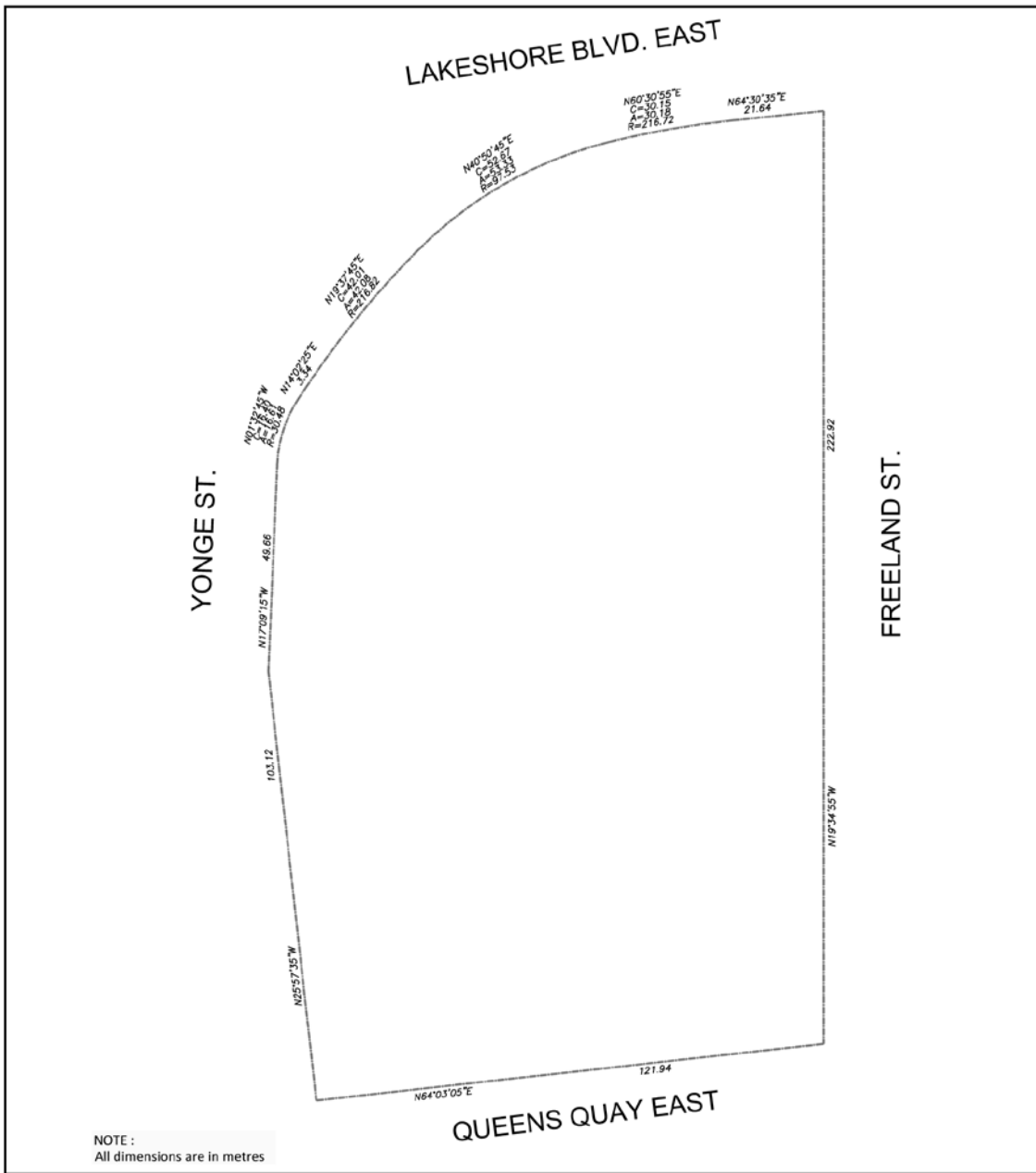
- xxiii. The *owner* shall, at its expense, provide the following improvements, facilities and matters to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor and the General Manager, Transportation Services with the timing for the provision of such improvements, facilities and matters, the provision of letters of credit to secure such matters, where appropriate, insurance and indemnification to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services:

- (a) The *owner* shall undertake, or shall provide financial contribution to a maximum amount of \$2,350,000.00 to the City prior to issuance of the first above-grade *building permit* for all or any portion of the *lot* other than *Phase 1* for the City to undertake the following improvements, all to the satisfaction of the General Manager, Transportation Services:
- (i) Design, provision and maintenance of public realm enhancements along Yonge Street next to the two development blocks on the *lot*, with the design in accordance with the recommendations of the Lower Yonge Precinct MCEA and the Lower Yonge Public Realm Concept Plan, to be implemented through the *site plan application* process;
 - (ii) Design and construction of intersection improvements (normalization) for final configurations of both the Yonge Street and Harbour Street and Yonge Street and Lake Shore Boulevard East intersections that can accommodate large pedestrian and cyclist volumes, in accordance with the Lower Yonge Precinct MCEA to the satisfaction of the General Manager, Transportation Services; and
 - (iii) In the event that the City requests that the *owner* provides financial contribution in lieu of undertaking the items noted in this section (a), the *owner* shall also provide basic concrete surface as an interim condition for the subject areas and standard City of Toronto bicycle rings;
- (b) The owner shall undertake, or shall provide financial contribution to the City in an amount that shall be based on a cost estimate prepared at a time no later than *site plan application* approval for *Phase 3* for the City to undertake, all to the satisfaction of the General Manager, Transportation Services. Design, provision and maintenance of public realm enhancements along Lake Shore Boulevard next to the development blocks on the *lot*, with the design in accordance with the recommendations of the Lower Yonge Precinct MCEA and the Lower Yonge Public Realm Concept Plan, to be implemented through the *site plan application* process. In the event that the City requests that the *owner* provides financial contribution in lieu of undertaking the items noted in this section, the *owner* shall also provide basic concrete surface as an interim condition for the subject areas and standard City of Toronto bicycle rings;
- (c) The *owner* shall design, construct and maintain public realm enhancements on all streets surrounding the two development blocks on the *lot* other than Yonge Street and Lake Shore Boulevard, with the design in accordance with the recommendations of the Lower Yonge Precinct MCEA and the Lower Yonge Public Realm Concept Plan, all to the satisfaction of the General Manager, Transportation Services, and to be implemented through the *site plan application* process;
- (d) Prior to the earlier of the issuance of the first above-grade *building permit* for *Phase 3* of the development or the construction of the Lower Yonge Regional infrastructure (Harbour/Yonge Street intersection reconfiguration), or such later

date as may be agreed upon by the Chief Planner and Executive Director, City Planning and General Manager, Transportation Services, the *owner* shall design and construct the extension of the 27.0 metre wide Harbour Street through the subject property, including the proposed 3.0 metre bi-directional, cycling facility along the south side of Harbour Street, with the design of both conforming to the recommendations from the Lower Yonge Precinct MCEA, all to the satisfaction of the General Manager, Transportation Services;

- (e) The *owner* shall design, construct, provide and maintain of above and below-*grade* PATH connections through the proposed development, including the conveyance at nominal costs to the City of easement(s) for use by the general public, and the *owner* commits to facilitate the design, construction, provision and maintenance of a PATH connection from the PATH network's current terminus northwest of the *lot* to the *lot* and from the *lot* to the remainder of the Lower Yonge Precinct Plan area in accordance with the recommendations of the Lower Yonge Precinct Plan provided that the *owner* shall not be required to construct or provide payment for construction beyond the *lot*, all to the satisfaction of the Chief Planner and Executive Director, City Planning;
- (f) For *Phase 2* and *Phase 3*, the *owner* shall provide and maintain design excellence and materials for the two tallest towers, tower 1 not to exceed a height of 95 storeys (294.3 metres) and tower 2 not to exceed a height of 80 storeys (250.8 metres), all to the satisfaction of the Chief Planner and Executive Director, City Planning;
- (g) The *owner* shall construct and maintain the development in accordance with Tier 1 and 2 performance measures of the Toronto Green Standard;
- (h) The *owner* shall provide and implement of landscape phasing plans to reflect interim conditions following each of the first four phases of the proposed development, all in accordance with the Lower Yonge Precinct MCEA, to the satisfaction of the Chief Planner and Executive Director, City Planning, and the General Manager, Transportation Services;
- (i) The *owner* shall fit-out the *municipal community centre* to the extent of the Parks and Recreation component of the Development Charge Credit determined by the General Manager, Parks, Forestry and Recreation, all to the satisfaction of the General Manager, Parks, Forestry and Recreation;
- (j) For *Parcel A*, prior to the issuance of any above-*grade building permit* for *Phase 3*, and for *Parcel B*, prior to the issuance of any above-*grade building permit* for *Phase 5*, the *owner* shall convey in perpetuity for nominal consideration and at no cost to the City, one or more easements, including rights of support, in favour of the City for use by the City and the general public as privately owned, publicly accessible space, all to the satisfaction of the City Solicitor in consultation with the Chief Planner and Executive Director, City Planning, including providing insurance and indemnification to the City, and in accordance with the following:

- a. The *owner* shall construct, repair and maintain the privately owned, publicly accessible space and rights of support to the satisfaction of Engineering and Construction Services;
 - b. The privately owned, publicly accessible space shall not be less than 1,150 square metres and will be in the locations identified in Map 5 of this By-law, with the specific location, configuration and design to be determined to the satisfaction of the Chief Planner and Executive Director, City Planning as part of any *site plan application* approval;
 - c. Members of the public shall be entitled to use the privately owned publicly accessible space 365 days a year, 24 hours per day, subject to temporary closures on terms and conditions being satisfactory to the Chief Planner and Executive Director, City Planning, and the General Manager Transportation; and
 - d. No privately owned publicly accessible open space shall be required to be provided within *Phase 1* of the development; and
- (k) Prior to the issuance of any above-grade *building permit* for tower 4 as shown on Map 2B, the *owner* shall construct and thereafter maintain a publicly accessible colonnade with a setback of approximately 9.0 metres along Queens Quay East and approximately 7.0 metres along Yonge Street on the Building indicated on Map 2A as the "Existing Office Building" in accordance with the following:
- a. The location and configuration of the colonnade shall be to the to the satisfaction of the Chief Planner and Executive Director, City Planning; and
 - b. The *owner* shall convey in perpetuity for nominal consideration and at no cost to the City a public access easement to the City, together with support rights as applicable, for the use of the colonnade by the City and the general public, including providing insurance and indemnification to the City, all in a form and substance satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor.
- xxiv. The *owner* shall enter into and register on title to the *lot* one or more agreements with the City pursuant to Section 37 of the Planning Act, to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor, to assist with securing the facilities, services and matters set forth in this Schedule A.

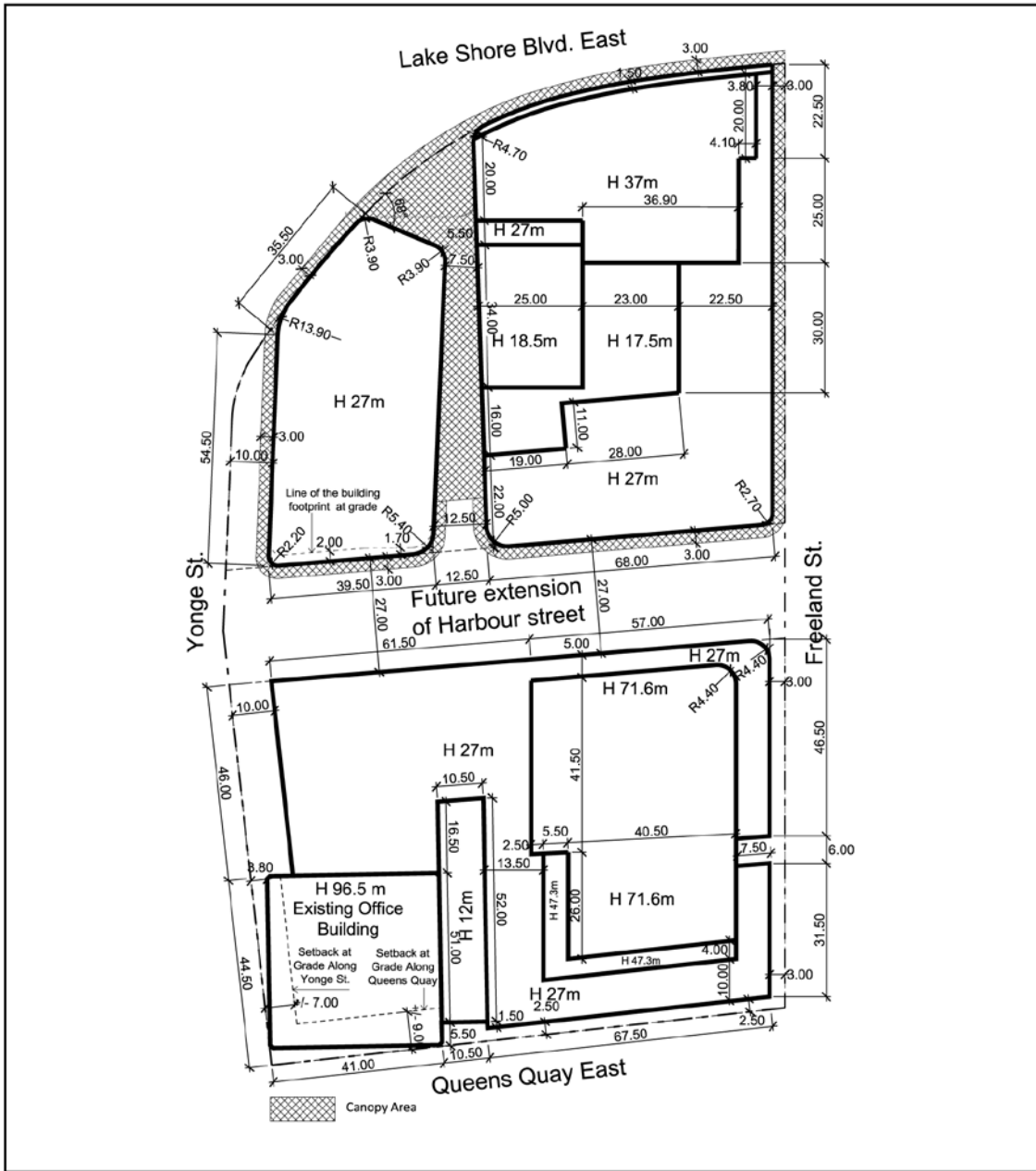


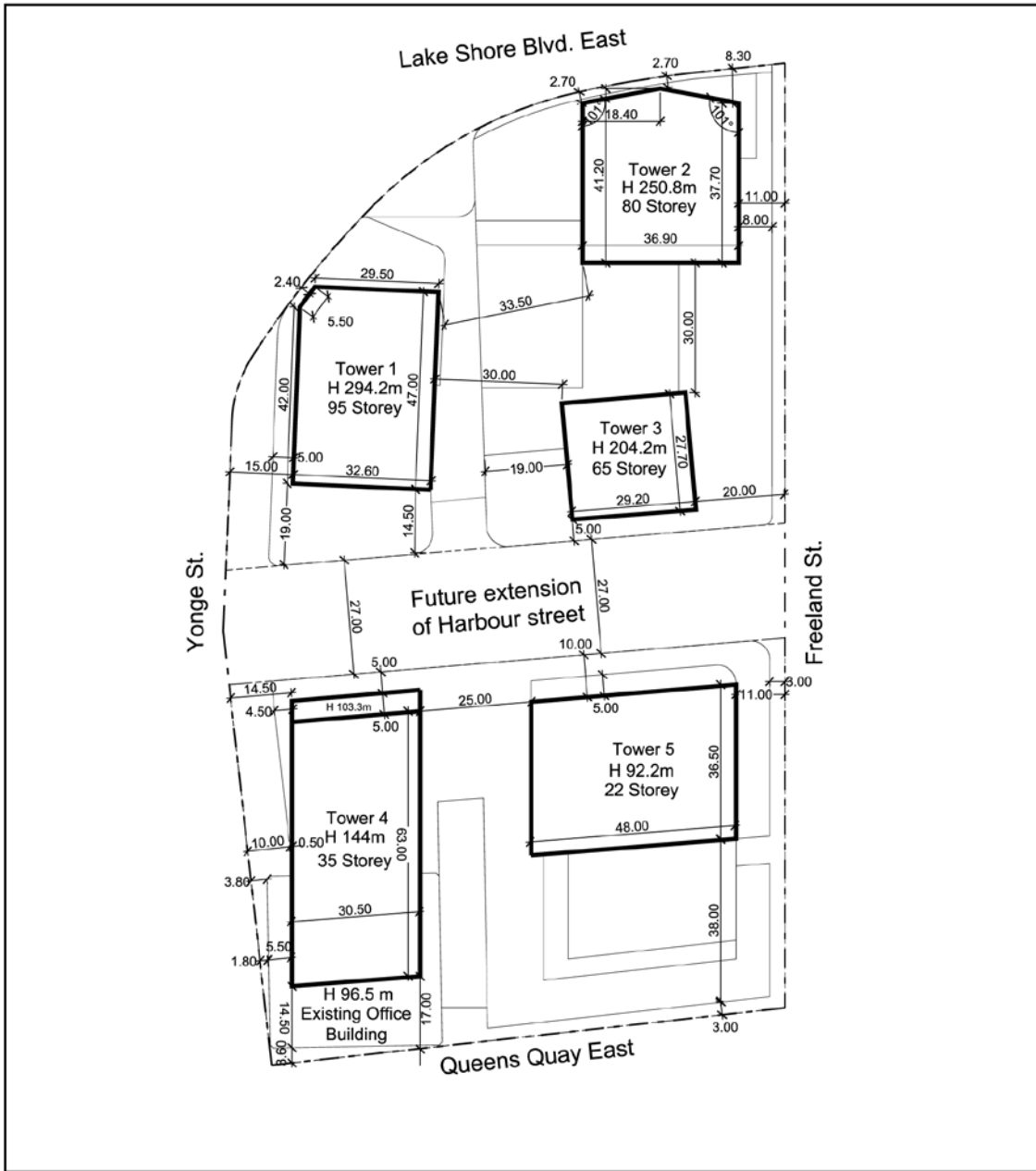
TORONTO
Map 1

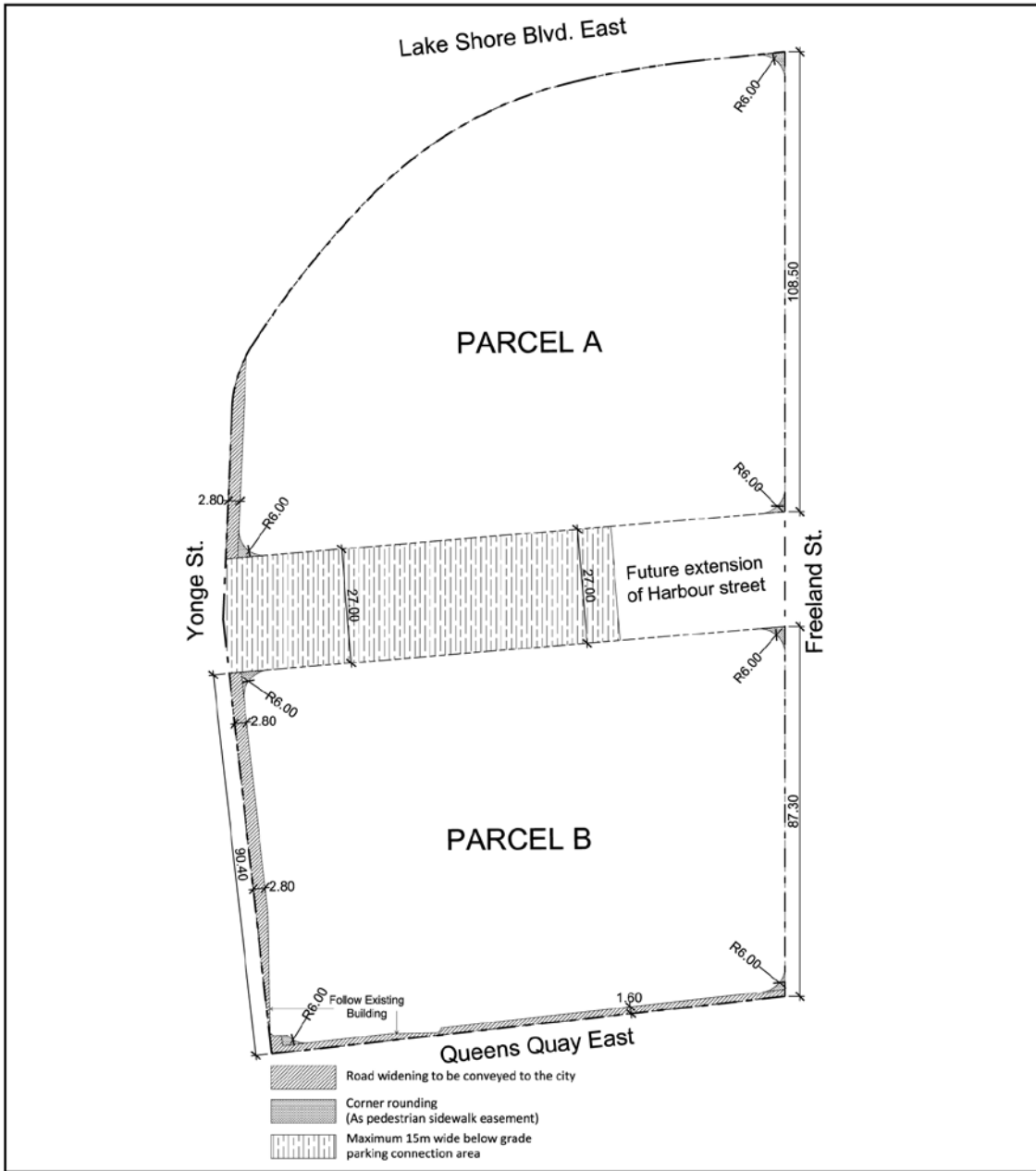
1-7 Yonge Street

File # 13 129256 STE 28 OZ

City of Toronto By-law 438-86
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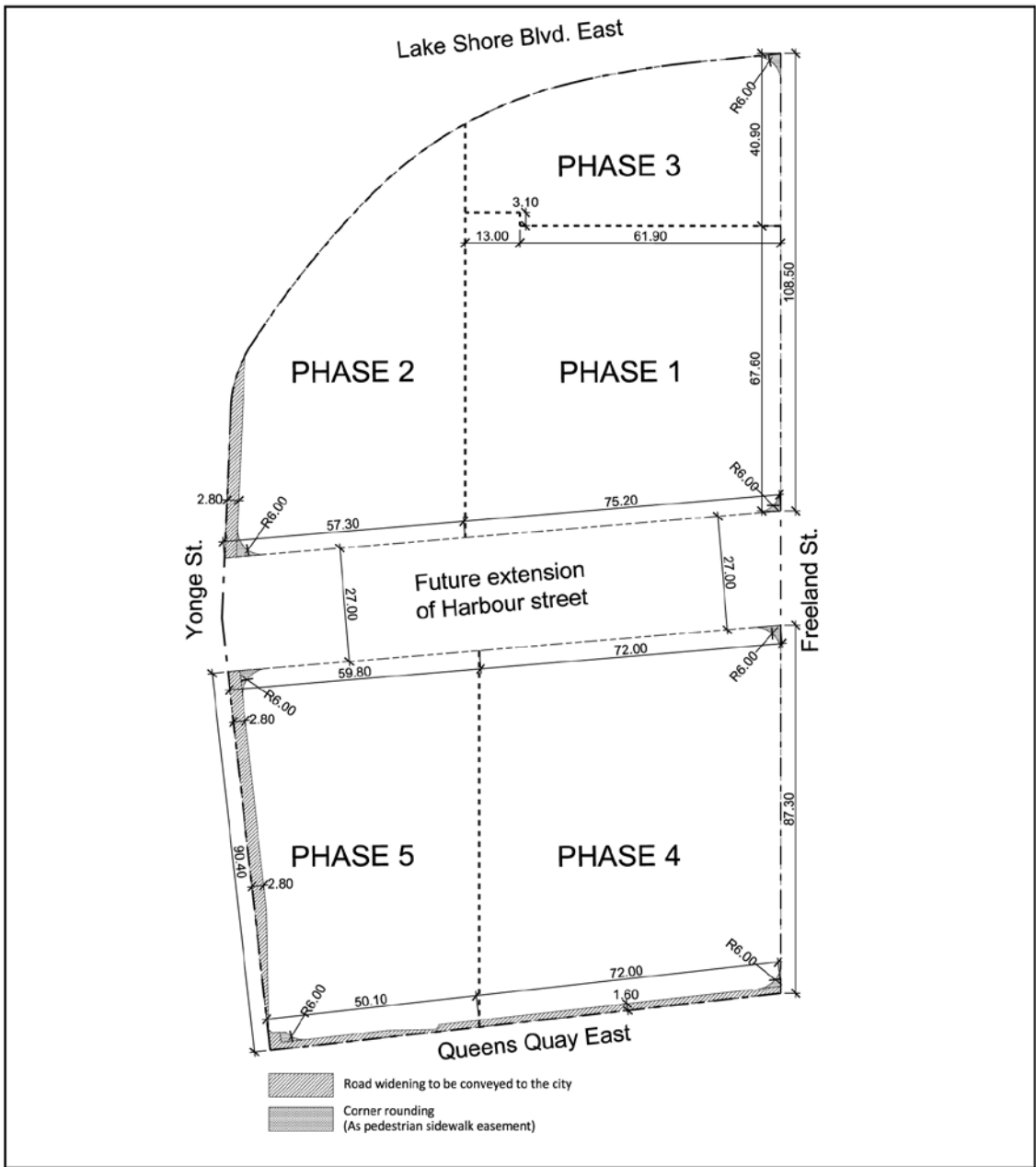


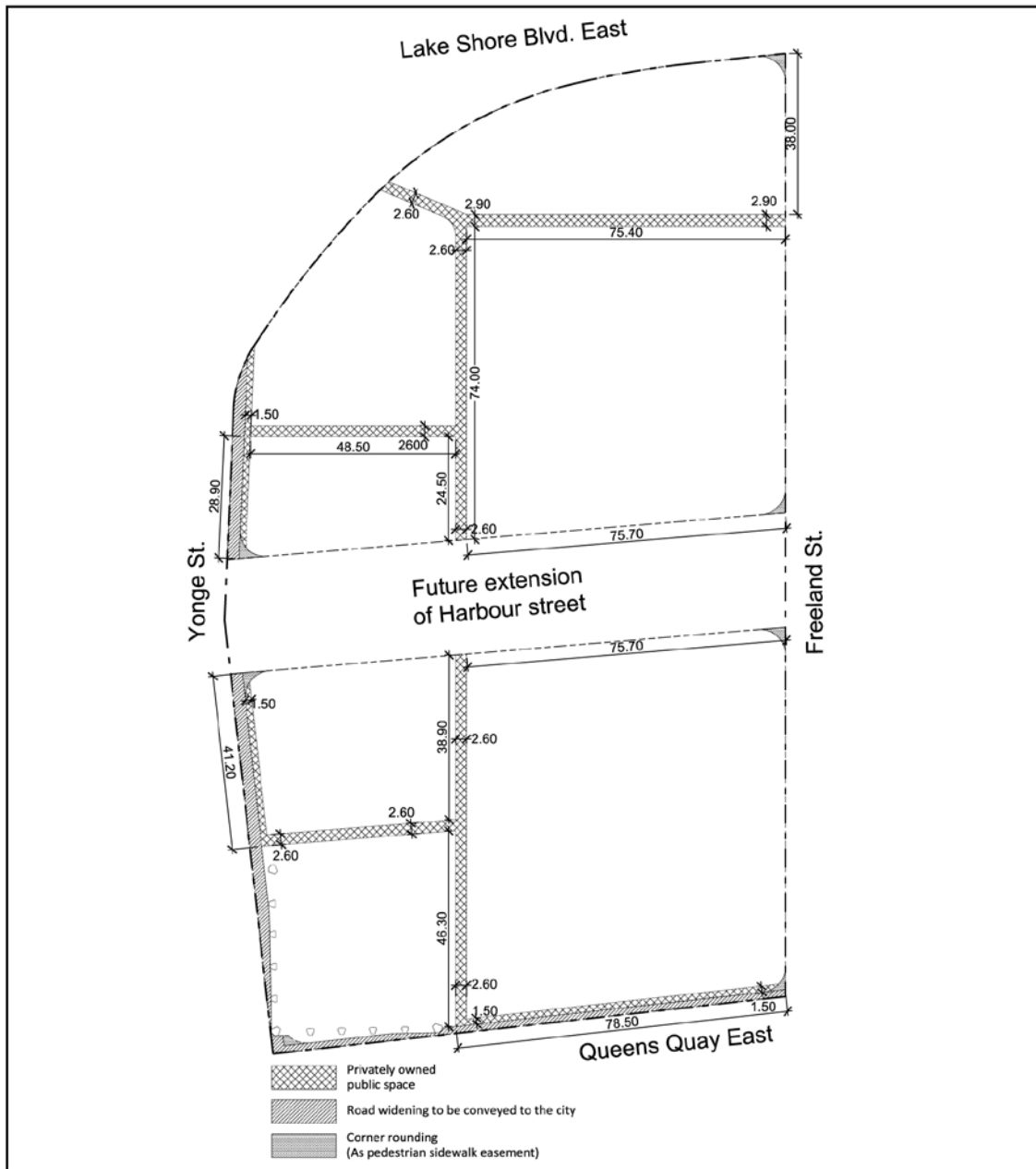


TORONTO
 Map 3

1-7 Yonge Street

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 **TORONTO**
Map 5

1-7 Yonge Street

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