

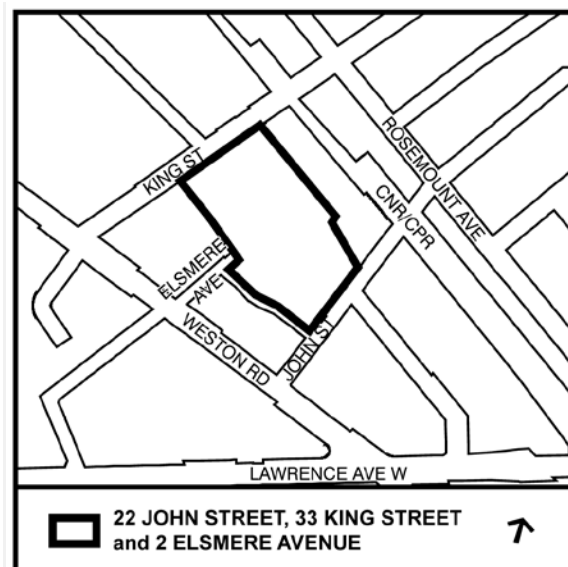
**22 John Street, 33 King Street and 2 Elsmere Avenue  
(The Weston Community Cultural Hub) - Official Plan  
Amendment and Zoning By-law Amendment Application  
– Supplementary Report**

<b>Date:</b>	November 6, 2015
<b>To:</b>	Etobicoke York Community Council
<b>From:</b>	Director, Community Planning, Etobicoke York District
<b>Wards:</b>	Ward 11 – York South-Weston
<b>Reference Number:</b>	15 170792 WET 11 OZ

**SUMMARY**

An October 26, 2015, Final Report from the Director, Community Planning, Etobicoke York District recommended approval of an application to amend the Official Plan and the Zoning By-laws to permit the development of the Weston Community Cultural Hub at the above addresses. In that report, staff advised the details of the Section 37 provisions and the terms and conditions of the Section 37 Agreement(s) were still being finalized. As staff have now reached a conclusion on these matters, this Supplementary Report provides the details of the Section 37 provisions to be provided by the applicant.

In addition, as a result of the finalization of the Section 37 matters and the inclusion of the Section 37 provisions in the Draft Zoning By-law Amendments, this report recommends the deletion of certain recommendations from the October 26, 2015 staff report and their replacement with updated recommendations. This report also recommends that the by-law restricting retail sales on the Weston Farmer's Market be repealed.



With these exceptions, the updated recommendations are the same as those presented in the October 26, 2015 staff report and would not change the substance of the development proposal, staff's recommended approval of the proposal or the intent of the original Draft Zoning By-law Amendments.

## **RECOMMENDATIONS**

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### **The City Planning Division recommends that:**

1. Etobicoke York Community Council recommend that City Council adopt Recommendations 1, 4 and 5 contained in the October 26, 2015 Final Report from the Director, Community Planning, Etobicoke York District.
2. Etobicoke York Community Council delete Recommendations 2, 3 and 6 contained in the October 26, 2015 Final Report from the Director, Community Planning, Etobicoke York District.
3. City Council repeal former City of York Site Specific Zoning By-law No. 261.
4. Etobicoke York Community Council adopt the recommendations outlined below, which include and/or address the finalized Section 37 provisions.

### **New Recommendations**

1. City Council amend former City of York Zoning By-law No. 1-83 for the lands at 22 John Street, 33 King Street and 2 Elsmere Avenue substantially in accordance with the Draft Zoning By-law Amendment attached as Attachment No. 1 to the report dated November 6, 2015 from the Director, Community Planning, Etobicoke York District.
2. City Council amend City of Toronto Zoning By-law 569-2013 for the lands at 22 John Street, 33 King Street and 2 Elsmere Avenue substantially in accordance with the Draft Zoning By-law Amendment attached as Attachment No. 2 to the report dated November 6, 2015 from the Director, Community Planning, Etobicoke York District.
3. Prior to introducing the necessary Bills to City Council for enactment, City Council require the owner to provide a signed acknowledgement that a Building Permit will not be issued for the site prior to the Section 37 Agreement being executed and registered on title.

The following community benefits are recommended to be secured in the Section 37 Agreement.

The Owner of the land shown as Site B (33 King Street) shall provide the following:

1. The Owner covenants and agrees to maintain the 420 existing rental residential units and the 12 additional rental units approved by the Committee of Adjustment on March 6, 2014 in decision number A64/14EYK ("Rental Dwelling Units") as rental housing for a minimum period of twenty (20) years commencing from the date of final approval of the zoning by-law amendment, and agrees that no application will be made for a demolition permit or for purposes of condominium registration, pursuant to the *Condominium Act*, for the Rental Dwelling Units during the twenty (20) year period.
2. The Owner agrees that it shall not apply to the Ontario Rental Housing Tribunal, or to any successor tribunal with jurisdiction to hear applications made under the *Residential Tenancies Act*, for the purpose of obtaining an increase in rent above the Guidelines established under the *Act* in relation to the Rental Dwelling Units arising from any of the costs of constructing the Artist Live/Work Units, Community/Cultural Hub and the Artist's Courtyard.
3. The Owner shall make available a minimum of 222 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of 22 John Street ("22 John Street Residents") and shall provide necessary access to the 22 John Street Residents.
4. The Owner shall make available, at the same rates as paid by the tenants of the Rental Dwelling Units, a minimum of 16 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of the Artist Live/Work Units and shall provide necessary access to the residents of those units.
5. The Owner shall enter into two leases with Toronto Artscape Inc. ("Artscape") and the City of Toronto ("City") on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture, and further agrees to register the leases on title, one of which will pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease").

The Owner of the land shown as Site A (22 John Street) shall provide the following:

1. Prior to the issuance of the first above grade permit, the Owner shall demonstrate to the satisfaction of the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture that two separate leases among the Owner of 33 King Street, Toronto Artscape Inc. ("Artscape"), and the City of Toronto ("City"), have been executed and registered on title for the Site B lands on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture. One lease shall

pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease"), with both spaces to be located on Site B.

2. The Owner agrees to construct, or cause to be constructed, the following:
  - a. 26 Artist Live/Work Units and the Artist's Courtyard, in accordance with the specifications set out in the Live/Work Lease;
  - b. the Community/Cultural Hub in accordance with the specifications set out in the Community/Cultural Hub Lease; and
  - c. the Enhanced Weston Farmer's Market Space ("Farmer's Market Space") in accordance with the specifications as generally contained in the Section 37 Agreement, the detailed design of which will be secured through the Site Plan approval process.

The above work shall be constructed concurrently with the proposed development on Site A.

3. Prior to the issuance of the first above grade building permit, the Owner shall provide a letter of credit, in a form satisfactory to the City Treasurer, in the amount of no less than \$7,265,000. If a satisfactory letter of credit is not received by the City by January 31, 2017, the amount shall be indexed upwardly in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of the execution of the Section 37 Agreement to the date of submission of the letter of credit by the Owner to the City.

This letter of credit shall provide security for the construction and delivery of the work required by Section 2 above and for an operating fund for Artscape. The letter of credit is to be reduced from time to time, upon approval by the Director of the Affordable Housing Office in consultation with the General Manager of Economic Development and Culture, as more particularly described in the Section 37 Agreement, as work required by Section 2 above progresses, and shall not be reduced below the amount required for the Artscape operating fund until such fund has been paid to Artscape.

4. The Owner shall undertake the following obligations with respect to the Farmer's Market Space:
  - a. The Owner shall install landscaping, including hard and soft landscaping and other appurtenances and fixtures, the details of which will be designed and secured through the Site Plan approval process.
  - b. The Owner shall, at its sole expense, maintain the Farmer's Market Space, in accordance with maintenance obligations established in the Section 37

Agreement. The Owner shall also provide the City with appropriate insurance and indemnification.

- c. The Owner shall comply with the following environmental obligations:
  - i. the Owner shall pay all costs associated with the City retaining a third-party peer reviewer to conduct a third-party review of the Risk Assessment of the property;
  - ii. the Owner shall be solely responsible for compliance with any and all Environmental Requirements stipulated in the Certificate of Property Use (CPU) issued for the property by the Ministry of Environment and Climate Change (MOECC) as part of the Risk Assessment process; and
  - iii. where the CPU requires the Owner prepare reports, whether annual or periodic, the Owner shall provide such reports to the City and its Peer Reviewer even in cases where such reports are not required to be delivered to the MOECC, until such time that the CPU Annual Report requirements are rescinded by the MOECC.
5. The City shall reserve an easement in the transfer of Site A from the City to the Owner for unrestricted public pedestrian access over such portion of Site A as is necessary such that there is uninterrupted access from and between Elsmere Avenue and the Farmer's Market Space. The Owner will maintain said lands, and the Owner will provide the City with appropriate insurance and indemnification.

### **Financial Impact**

The recommendations in this report have no financial impact.

The Affordable Housing Office in consultation with relevant City Divisions, as directed by City Council at its meeting of March 31, 2015, will report through Executive Committee to City Council on the final funding and program for the Community/Cultural Hub, the artist live/work units and the open space area required for final approval of the development application. A Final Report from the Affordable Housing Office is targeted for the December 1, 2015 meeting of Executive Committee. The Final Reports from City Planning and the Affordable Housing Office would both be considered by City Council at its meeting of December 9 and 10, 2015.

## **ISSUE BACKGROUND**

### **Proposal**

The applicant is proposing the development of a 30-storey, 370-unit rental apartment building, seven at-grade townhouses and a 1,200 m<sup>2</sup> outdoor community open space at 22 John Street, which will be used for the enhanced Weston Farmer's Market and public open space. A 794 m<sup>2</sup> Community/Cultural Hub with 26 affordable artist live/work units is also proposed at 33 King Street and 2 Elsmere Avenue, with 70 new Toronto Parking Authority (TPA) parking spaces on the lands municipally known as 14 John Street, which

is currently vacant. It is intended that site access for servicing, loading and garbage pick-up for the proposed apartment building be provided via 14 John Street. The Community/Cultural Hub would be operated by Artscape.

In addition, 3,897 m<sup>2</sup> of vacant ground floor space at 33 King Street is proposed to be converted to a self-storage facility. Parking for the proposed development at 22 John Street would be provided by the underutilized parking garage located at 33 King Street.

## **COMMENTS**

In reviewing the development application for the subject site, staff determined that a Site Specific By-law that regulates the portion of the site that has been and is currently being used for the Weston Farmer's Market currently may not permit this use. In order to correct this, Planning staff are recommending that City Council repeal the Site Specific By-law to allow for commercial and retail uses in this location. Staff are of the opinion this matter should be addressed through the present application in order to allow the Weston Farmer's Market to continue its operation.

Since the submission of the October 26, 2015 Final Report from the Director, Community Planning, Etobicoke York District, staff have consulted with the Ward Councillor and negotiated the Section 37 provisions, terms and conditions, which will form the basis of the Section 37 Agreement(s) applicable to the proposed development. These matters have also been included in the Draft Zoning By-law Amendments for this site (see Attachments 1 and 2).

Generally, the recommended Section 37 community benefits include the securing of exiting and additional rental housing at 33 King Street for a period of 20 years, the construction and maintenance of a Community/Cultural Hub at 33 King Street with 26 affordable artist live/work units and a publically accessible open space with an Artist's Courtyard and an enhanced Weston Farmer's Market space.

The following outlines the negotiated Section 37 provisions, terms and conditions.

### **Section 37**

Section 37 of the *Planning Act* authorizes a municipality, with appropriate approved Official Plan provisions, to pass by-laws increasing the height or density otherwise permitted by a Zoning By-law in return for the provision of community benefits by the applicant.

The following community benefits are recommended to be secured in the Section 37 Agreement.

The Owner of the land shown as Site B (33 King Street) shall provide the following:

1. The Owner covenants and agrees to maintain the 420 existing rental residential units and the 12 additional rental units approved by the Committee of Adjustment on March

6, 2014 in decision number A64/14EYK ("Rental Dwelling Units") as rental housing for a minimum period of twenty (20) years commencing from the date of final approval of the zoning by-law amendment, and agrees that no application will be made for a demolition permit or for purposes of condominium registration, pursuant to the *Condominium Act*, for the Rental Dwelling Units during the twenty (20) year period.

2. The Owner agrees that it shall not apply to the Ontario Rental Housing Tribunal, or to any successor tribunal with jurisdiction to hear applications made under the *Residential Tenancies Act*, for the purpose of obtaining an increase in rent above the Guidelines established under the *Act* in relation to the Rental Dwelling Units arising from any of the costs of constructing the Artist Live/Work Units, Community/Cultural Hub and the Artist's Courtyard.
3. The Owner shall make available a minimum of 222 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of 22 John Street ("22 John Street Residents") and shall provide necessary access to the 22 John Street Residents.
4. The Owner shall make available, at the same rates as paid by the tenants of the Rental Dwelling Units, a minimum of 16 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of the Artist Live/Work Units and shall provide necessary access to the residents of those units.
5. The Owner shall enter into two leases with Toronto Artscape Inc. ("Artscape") and the City of Toronto ("City") on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture, and further agrees to register the leases on title, one of which will pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease").

The Owner of the land shown as Site A (22 John Street) shall provide the following:

1. Prior to the issuance of the first above grade permit, the Owner shall demonstrate to the satisfaction of the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture that two separate leases among the Owner of 33 King Street, Toronto Artscape Inc. ("Artscape"), and the City of Toronto ("City"), have been executed and registered on title for the Site B lands on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture. One lease shall pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease"), with both spaces to be located on Site B.

2. The Owner agrees to construct, or cause to be constructed, the following:
  - a. 26 Artist Live/Work Units and the Artist's Courtyard, in accordance with the specifications set out in the Live/Work Lease;
  - b. the Community/Cultural Hub in accordance with the specifications set out in the Community/Cultural Hub Lease; and
  - c. the Enhanced Weston Farmer's Market Space ("Farmer's Market Space") in accordance with the specifications as generally contained in the Section 37 Agreement, the detailed design of which will be secured through the Site Plan approval process.

The above work shall be constructed concurrently with the proposed development on Site A.

3. Prior to the issuance of the first above grade building permit, the Owner shall provide a letter of credit, in a form satisfactory to the City Treasurer, in the amount of no less than \$7,265,000. If a satisfactory letter of credit is not received by the City by January 31, 2017, the amount shall be indexed upwardly in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of the execution of the Section 37 Agreement to the date of submission of the letter of credit by the Owner to the City.

This letter of credit shall provide security for the construction and delivery of the work required by Section 2 above and for an operating fund for Artscape. The letter of credit is to be reduced from time to time, upon approval by the Director of the Affordable Housing Office in consultation with the General Manager of Economic Development and Culture, as more particularly described in the Section 37 Agreement, as work required by Section 2 above progresses, and shall not be reduced below the amount required for the Artscape operating fund until such fund has been paid to Artscape.

4. The Owner shall undertake the following obligations with respect to the Farmer's Market Space:
  - a. The Owner shall install landscaping, including hard and soft landscaping and other appurtenances and fixtures, the details of which will be designed and secured through the Site Plan approval process.
  - b. The Owner shall, at its sole expense, maintain the Farmer's Market Space, in accordance with maintenance obligations established in the Section 37 Agreement. The Owner shall also provide the City with appropriate insurance and indemnification.
  - c. The Owner shall comply with the following environmental obligations:



- i. the Owner shall pay all costs associated with the City retaining a third-party peer reviewer to conduct a third-party review of the Risk Assessment of the property;
  - ii. the Owner shall be solely responsible for compliance with any and all Environmental Requirements stipulated in the Certificate of Property Use (CPU) issued for the property by the Ministry of Environment and Climate Change (MOECC) as part of the Risk Assessment process; and
  - iii. where the CPU requires the Owner prepare reports, whether annual or periodic, the Owner shall provide such reports to the City and its Peer Reviewer even in cases where such reports are not required to be delivered to the MOECC, until such time that the CPU Annual Report requirements are rescinded by the MOECC.
5. The City shall reserve an easement in the transfer of Site A from the City to the Owner for unrestricted public pedestrian access over such portion of Site A as is necessary such that there is uninterrupted access from and between Elsmere Avenue and the Farmer's Market Space. The Owner will maintain said lands, and the Owner will provide the City with appropriate insurance and indemnification.

## **Conclusion**

Staff are of the opinion it is appropriate to repeal Zoning By-law No. 261 to ensure the ongoing operation of the Weston Farmer's Market.

Staff are also satisfied that the Section 37 provisions as negotiated, will appropriately address the community benefit requirements for this site.

Based on the information provided in the October 26, 2015 Final Report from the Director, Community Planning, Etobicoke York District and this Supplementary Report, staff have concluded the proposed development is appropriate and desirable from a land use planning and urban design perspective. It is in keeping with the City's Official Plan Built Form, *Mixed-Use Areas* intensification policies and the City-wide Tall Building Guidelines, is consistent with the 2014 Provincial Policy Statement and conforms to the Provincial Growth Plan. It would also have modest and manageable impacts on the local transportation system.

Staff are therefore recommending the application to amend the Official Plan and Zoning By-laws be approved by City Council.

## **CONTACT**

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## **SIGNATURE**

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Neil Cresswell, MCIP, RPP  
Director of Community Planning  
Etobicoke York District

## **ATTACHMENTS**

Attachment 1: Draft Zoning By-law Amendment  
(Former City of York Zoning By-law No. 1-83)

Attachment 2: Draft Zoning By-law Amendment  
(City of Toronto Zoning By-law 569-2013)

**Attachment 1: Draft Zoning By-law Amendment  
(Former City of York Zoning By-law No. 1-83)**

Authority: Etobicoke York Community Council Item ~ as adopted by City of Toronto Council on ~, 2015

Enacted by Council: ~, 2015

**CITY OF TORONTO**

**BY-LAW No. XXXX-2015**

**To amend former City of York Zoning By-law No. 1-83, as amended, and By-law 197 with respect to the lands municipally known as 33 King Street, 22 John Street and 2 Elsmere Avenue.**

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*;

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

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 and 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 land elects to provide facilities, services and matters in return for an increase in the 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 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 former City of York Zoning By-law No. 1-83 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.

The Council of the City of Toronto enacts:

1. Section 16 General Exceptions of By-law No. 1-83 is amended by adding the following subsection:

**(XXX) LANDS: 33 KING STREET, 22 JOHN STREET and 2 ELSMERE AVENUE**

- a Except as otherwise provided herein, the provisions of By-law No. 1-83, as amended, shall continue to apply to the lot.
- b Notwithstanding the provisions of Subsection 3.1.3 ACCESS TO PROPERTIES, 3.2.1 OFF STREET PARKING, 3.2.2 OFF-STREET LOADING, 3.3 YARDS, 3.4.7 PORCHES, VERHANDAHS, DECKS AND BALCONIES, 3.4.14 REFUSE HANDLING FACILITIES, 3.5.3 OUTDOOR DISPLAYS AND EATING AREAS, 3.5.5 PUBLIC GARAGES and Section 12, the area subject to this By-law as delineated by heavy lines on Schedule “A” attached to and forming part of this By-law, and municipally known as 33 King Street, 22 John Street and 2 Elsmere Avenue, may be used for the purposes of two mixed-use buildings containing residential and non-residential uses, provided all of the requirements of by-law (Clerks to supply by-law #) are complied with, subject to the following provisions:
  - (a) The area subject to this By-law consists of the lands delineated by heavy lines and titled *Site A* and *Site B* on Schedule “A”, attached to and forming part of this By-law.

**SITE A – 22 John Street and 2 Elsmere Avenue**

**NUMBER OF DWELLING UNITS**

- (b) A maximum of 370 *dwelling units* are permitted.

**MAXIMUM FLOOR SPACE INDEX**

- (c) That maximum *floor space index* on *Site A* shall not exceed 4.8 and for the purposes of calculating *floor space index* it shall also exclude any roof top mechanical room and stair access to the roof.

**MAXIMUM FLOOR PLATE**

- (d) The maximum individual floor plate size per floor for floors 8 through 30 inclusive, shall not exceed 750 square metres.

## BUILDING HEIGHT

- (e) *Height* shall be measured from *grade*, which is established as the Canadian Geodetic Datum value of 128.395 metres.
- (f) The maximum *height* of any building or structure, or portion thereof, shall not exceed the *height* limits in metres specified by the numbers following the letter “H” as shown on Schedule B1 attached to and forming part of this By-law, except for the following:
  - a. any mechanical penthouse or mechanical roof top unit, structures for noise attenuation, appurtenances, ornamental elements, parapets, terrace and balcony guard rails and dividers, planters, railings, decorative screens, vents and window washing equipment, stairs to the roof, and safety or wind projection purposes, provided that the maximum *height* of the top of such element or enclosure is no higher than the sum of 7.5 metres plus the height limit otherwise applicable as shown on Schedule B1.

## ACCESS

- (g) At least one main pedestrian building entrance shall provide direct access to the driveway.

## BICYCLE PARKING

- (h) A minimum of 278 *stacked bicycle parking spaces* shall be provided and maintained on *Site A*, of which:
  - i. A minimum of 252 *stacked bicycle parking spaces*, with a minimum length of 1.6 metres and a minimum width of 0.4 metres, shall be allocated for residents, which may be located below grade; and
  - ii. A minimum of 26 *stacked bicycle parking spaces*, with a minimum length of 1.6 metres and a minimum width of 0.4 metres, shall be allocated for visitors.

## PUBLICLY ACCESSIBLE OPEN SPACE

- (i) A minimum of 20% of the total area of *Site A* shall be provided as publicly accessible open space, in the shaded portion as shown on Schedule “C” attached to and forming part of this By-law. Publicly accessible open space shall be comprised of both hard and soft landscaping elements, and can include landscaped beds which may not be accessible, as well as outdoor community space.

## AMENITY

- (j) Indoor *amenity space* shall be provided on *Site A* at a minimum rate of 2.0 square metres for each *dwelling unit*, and outdoor *amenity space* shall be provided on *Site A* at a minimum rate of 1.35 square metres for each *dwelling unit*.

## REFUSE HANDLING

- (k) Refuse shall be stored and maintained within a refuse room located on the ground floor. Vehicular access to the refuse room shall be provided and maintained from the adjacent lot at 14 John Street.

## LOADING

- (l) One Type “G” loading space shall be provided and maintained on *Site A*, and vehicular access to the loading space shall be provided and maintained from the adjacent lot at 14 John Street.

## ADDITIONAL PROVISIONS

- (m) *Home occupation units are permitted*, provided that the *home occupation units* are located on the ground floor of units facing John Street.
- (n) Any non-residential uses permitted in the LCR Zone inside a building are only permitted on the ground floor of the units facing John Street.

## PRESENTATION CENTRE

- (o) Nothing in this By-law shall prevent the erection or placement of a temporary presentation centre building on *Site A*. This temporary building shall be used exclusively for the purposes of real estate presentations and transactions in connection with the developments on *Site A* and on *Site B*.

## **SITE B – 33 King Street**

- (p) Schedule “B” of prevailing By-law No. 197 is hereby deleted and replaced with Schedules “A” and “B2” attached hereto.
- (q) Sub-section 4 of Section 1 of prevailing By-law No. 197 is hereby amended by replacing “four hundred and ten (410) rental apartment units” with “four hundred and twenty (420) rental apartment units”.
- (r) Sub-section 2 of Section 1 of prevailing By-law No. 197 is hereby amended by adding the following at the end of the sub-section: “and may include 12 apartment units”

- (s) That sub-section 1 of Section 1 of prevailing By-law No. 197 is hereby amended in order to permit all existing permitted uses and the following additional permitted uses on the ground floor:
- i. twenty-six (26) *artist live/work units*;
  - ii. *community centre*;
  - iii. *artist's or photographer's studios*;
  - iv. *multi-purpose area*; and
  - v. *self-storage warehouse*.

### **SITE A and SITE B**

#### SETBACKS

- (t) No portions of any building or structure located above *grade* shall be located otherwise than wholly within the areas delineated by heavy lines as shown on Diagrams "B1" and "B2", attached to and forming part of this By-law, except that:
- (i) cornices, light fixtures, ornamental elements, parapets, art and landscape features, architectural flutes, pillars, pergolas, trellises, terraces, bay windows, window sills, planters, ventilation shafts, guardrails, balustrades, railings, stair enclosures, doors, wheelchair ramps, fences, screens, site servicing features, awnings and canopies, and window washing equipment may extend beyond the heavy delineated lines as shown on Schedules "B1" and "B2".

#### PARKING

- (u) A total of 558 parking spaces will be located on *Site B* and will serve both mixed-use buildings on the area subject to this By-law. The 558 parking spaces existing at the time of the passing of this By-law are deemed to conform to the By-law as it is amended from time to time.

#### DEFINITIONS

- (v) For the purposes of this By-law defined terms which are italicized shall have the same meaning as found in Section 2 of By-law No. 1-83, and the following additional defined terms shall apply:
- i. "amenity space" shall mean a common area or areas within the area subject to this By-law which are provided for the exclusive use of residents of a building for recreational or social purposes.

- ii. “artist live/work unit” shall mean a *dwelling unit* that is also used for work purposes, provided only the resident or residents of such accommodation work in the *dwelling unit*, and provided the work component is restricted to a studio or workshop used for the production and display of art and photography, or a *designer’s studio*.
- iii. “artist’s or photographer’s studio” shall mean a studio or workshop used for the production and display of art and photography, or a *designer’s studio*.
- iv. “community centre” shall mean premises operated by or on behalf of a government or non-profit organization providing community activities, such as arts, crafts, recreational, social, charitable and educational activities.
- v. “*designer’s studio*” shall mean a studio for the rehearsal of music, dance or theatre, and may include therein, a talent or booking agency or an association for the performing arts.
- vi. “grade” shall mean an elevation of 128.395 metres Canadian Geodetic Datum.
- vii. “height” shall mean the vertical distance between established *grade* and the highest point of the building or structure.
- viii. “home occupation unit” shall mean a *dwelling unit* which may also be used for work purposes by the residents of the *dwelling unit*.
- ix. “multi-purpose area or multi-purpose rooms” shall mean rooms or areas used for the display and exhibition of art, cultural and community events, and meeting, classroom and administration spaces, and uses to support parks and recreation programs.
- x. “self-storage warehouse” shall mean premises where individual enclosed areas are made available to the public for keeping or storing goods or commodities.
- xi. “Site A” shall mean any building or structure, above and below grade, located as shown on Schedule A and municipally known as 22 John Street and 2 Elsmere Avenue.
- xii. “Site B” shall mean any building or structure, above and below grade, as shown on Schedule A and municipally known as 33 King Street.



- xiii. “stacked bicycle parking space” shall mean a horizontal bicycle parking space that is positioned above or below another bicycle parking space and equipped with a mechanical device providing floor level access to both bicycle parking spaces.

#### SEVERANCE

- (w) The provisions of this by-law shall apply collectively to the areas subject to this By-law notwithstanding any future severance, partition, or division of the areas subject to this By-law.

#### OTHER PROVISIONS

- (x) No person shall use land or erect or use any building or structure, excluding a temporary presentation centre on *Site A* unless the following municipal services are provided to the lot line and the following provisions are complied with:
  - xiv. All new public roads have been constructed to a minimum base curb and base asphalt and are connected to an existing public highway; and
  - xv. All water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.

- 2. Section 16, Exception 261 of Zoning By-law 1-83, as amended, is hereby deleted.

#### Section 37 Provisions

- (A) Pursuant to Section 37 of the *Planning Act*, and subject to compliance with this By-law, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown on Schedule A in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Appendix 1 hereof and which are secured by one or more agreements pursuant to Section 37(3) of the *Planning Act* that are in a form and registered on title to the lands, to the satisfaction of the City Solicitor.
- (B) Where Appendix 1 of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same.
- (C) The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Appendix 1 are satisfied.

Enacted and passed on \_\_\_\_\_, 2015.

JOHN TORY  
Mayor

ULLI S. WATKISS  
City Clerk

(Seal of the City)

## APPENDIX 1

The facilities, services and matters set out below are required to be provided to the City at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown on Schedule A in this By-law and secured in an agreement or agreements under Section 37(3) of the *Planning Act* whereby the owners agree as follows:

**The following section applies only to the Owner of land shown as Site A (22 John Street)**

1. Prior to the issuance of an above grade building permit, other than a building permit for a temporary sales office/pavilion, the Owner shall:
  - a) demonstrate to the satisfaction of the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture that two separate leases among the Owner of 33 King Street, Toronto Artscape Inc. ("Artscape"), and the City of Toronto ("City"), have been executed and registered on title for the Site B lands on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture. One lease shall pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease"), with both spaces to be located on Site B.
  - b) provide a letter of credit, in a form satisfactory to the City Treasurer, in the amount of no less than \$7,225,000. If a satisfactory letter of credit is not received by the City by January 31, 2017, the amount shall be indexed upwardly in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of the execution of the Section 37 Agreement to the date of submission of the letter of credit by the Owner to the City.

This letter of credit shall provide security for the construction and delivery of the work required by Section 2a) below and for an operating fund for Artscape. The letter of credit is to be reduced from time to time, upon approval by the Director of the Affordable Housing Office in consultation with the General Manager of Economic Development and Culture, as more particularly described in the Section 37 Agreement, as work required by Section 2 above progresses, and shall not be reduced below the amount required for the Artscape operating fund until such fund has been paid to Artscape.

2. The Owner shall provide and maintain the following:
  - a) The Owner agrees to construct, or cause to be constructed, the following:

- i. 26 Artist Live/Work Units and the Artist's Courtyard, in accordance with the specifications set out in the Live/Work Lease;
- ii. the Community/Cultural Hub in accordance with the specifications set out in the Community/Cultural Hub Lease; and
- iii. the Enhanced Weston Farmer's Market Space ("Farmer's Market Space") in accordance with the specifications as generally contained in the Section 37 Agreement, the detailed design of which will be secured through the Site Plan approval process.

The above work shall be constructed concurrently with the proposed development on Site A.

b) The Owner shall undertake the following obligations with respect to the Farmer's Market Space, which is shown as Part 6 on the Draft Reference Plan attached as Appendix 2:

- i. The Owner shall install landscaping, including hard and soft landscaping and other appurtenances and fixtures, the details of which will be designed and secured through the Site Plan approval process;
- ii. The Owner shall, at its sole expense, maintain the Farmer's Market Space, in accordance with maintenance obligations established in the Section 37 Agreement. The Owner shall also provide the City with appropriate insurance and indemnification.
- iii. The Owner shall comply with the following environmental obligations:
  - a. the Owner shall pay all costs associated with the City retaining a third-party peer reviewer to conduct a third-party review of the Risk Assessment of the property;
  - b. the Owner shall be solely responsible for compliance with any and all Environmental Requirements stipulated in the Certificate of Property Use (CPU) issued for the property by the Ministry of Environment and Climate Change (MOECC) as part of the Risk Assessment process; and
  - c. where the CPU requires the Owner prepare reports, whether annual or periodic, the Owner shall provide such reports to the City and its Peer Reviewer even in cases where such reports are not required to be delivered to the MOECC, until such time that the CPU Annual Report requirements are rescinded by the MOECC.

c) The City shall reserve an easement in the transfer of Site A from the City to the Owner for unrestricted public pedestrian access over such portion of Site A as is

necessary such that there is uninterrupted access from and between Elsmere Avenue and the Farmer's Market Space, as shown as Parts 8, 12, 13, 20 and 22 on the Draft Reference Plan attached as Appendix 2. The Owner will maintain said lands, and Owner will provide the City with appropriate insurance and indemnification.

**The following section applies only to the Owner of land shown as Site B (33 King Street)**

1. The Owner shall provide and maintain the following:
  - a. The Owner covenants and agrees to maintain the 420 existing rental residential units and the 12 additional rental units approved by the Committee of Adjustment on March 6, 2014 in decision number A64/14EYK ("Rental Dwelling Units") as rental housing for a minimum period of twenty (20) years commencing from the date of final approval of the zoning by-law amendment, and agrees that no application will be made for a demolition permit or for purposes of condominium registration, pursuant to the *Condominium Act*, for the Rental Dwelling Units during the twenty (20) year period.
  - b. The Owner agrees that it shall not apply to the Ontario Rental Housing Tribunal, or to any successor tribunal with jurisdiction to hear applications made under the *Residential Tenancies Act*, for the purpose of obtaining an increase in rent above the Guidelines established under the *Act* in relation to the Rental Dwelling Units arising from any of the costs of constructing the Artist Live/Work Units, Community/Cultural Hub and the Artist's Courtyard.
2. The Owner shall provide the following to support the development of the lands:
  - a. The Owner shall make available, a minimum of 222 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of 22 John Street ("22 John Street Residents") and shall provide necessary access to the 22 John Street Residents.
  - b. The Owner shall make available, at the same rates as paid by the tenants of the Rental Dwelling Units, a minimum of 16 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of the Artist Live/Work Units and shall provide necessary access to the residents of those units.
  - c. The Owner shall enter into two leases with Toronto Artscape Inc. ("Artscape") and the City of Toronto ("City") on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture, and further agrees to register the leases on title, one of which will pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease").

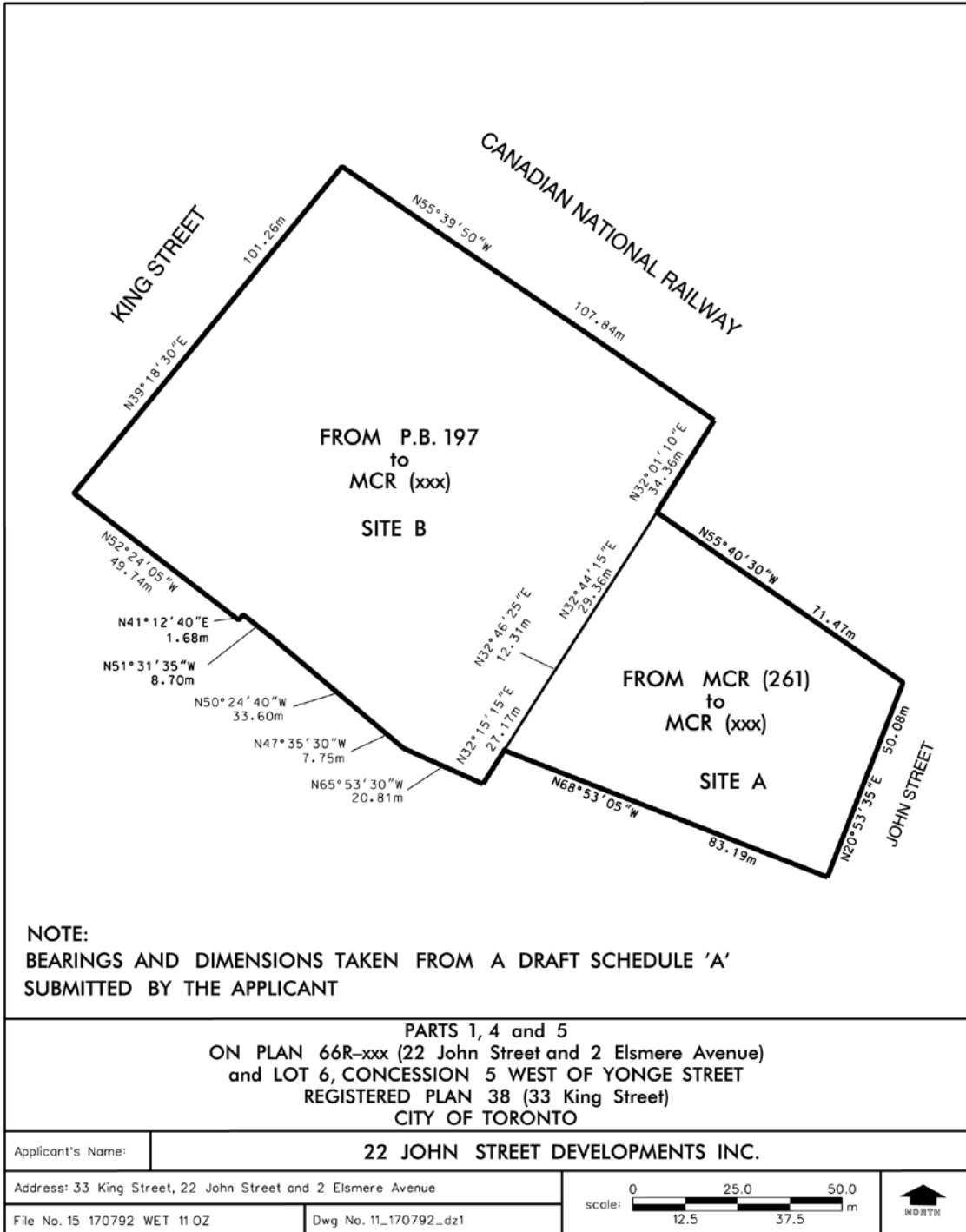
# APPENDIX 2



SCHEDULE A

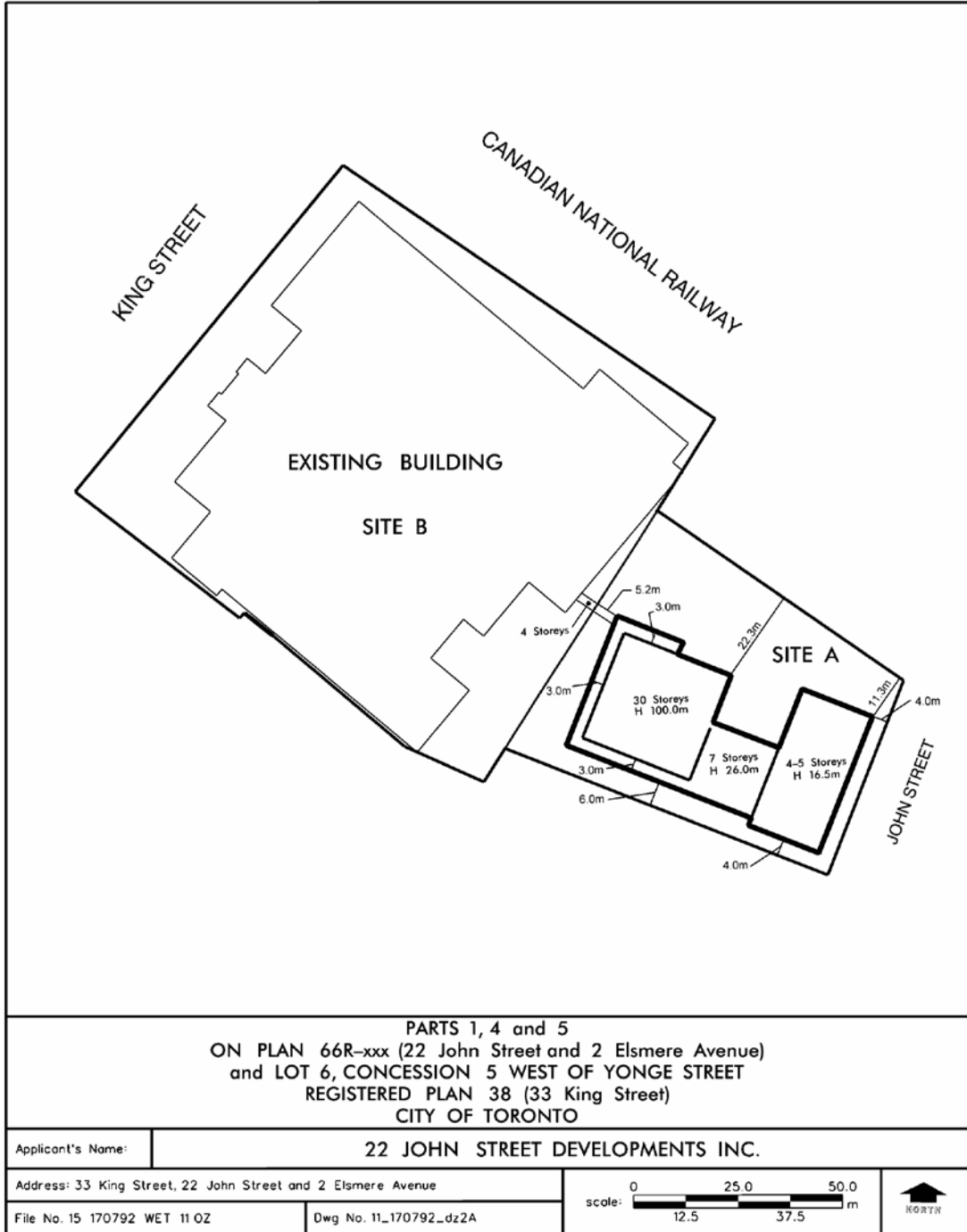


Schedule 'A' BY-LAW Number  
and to Section 16(xxx) of Zoning By-Law 1-83



# SCHEDULE B1

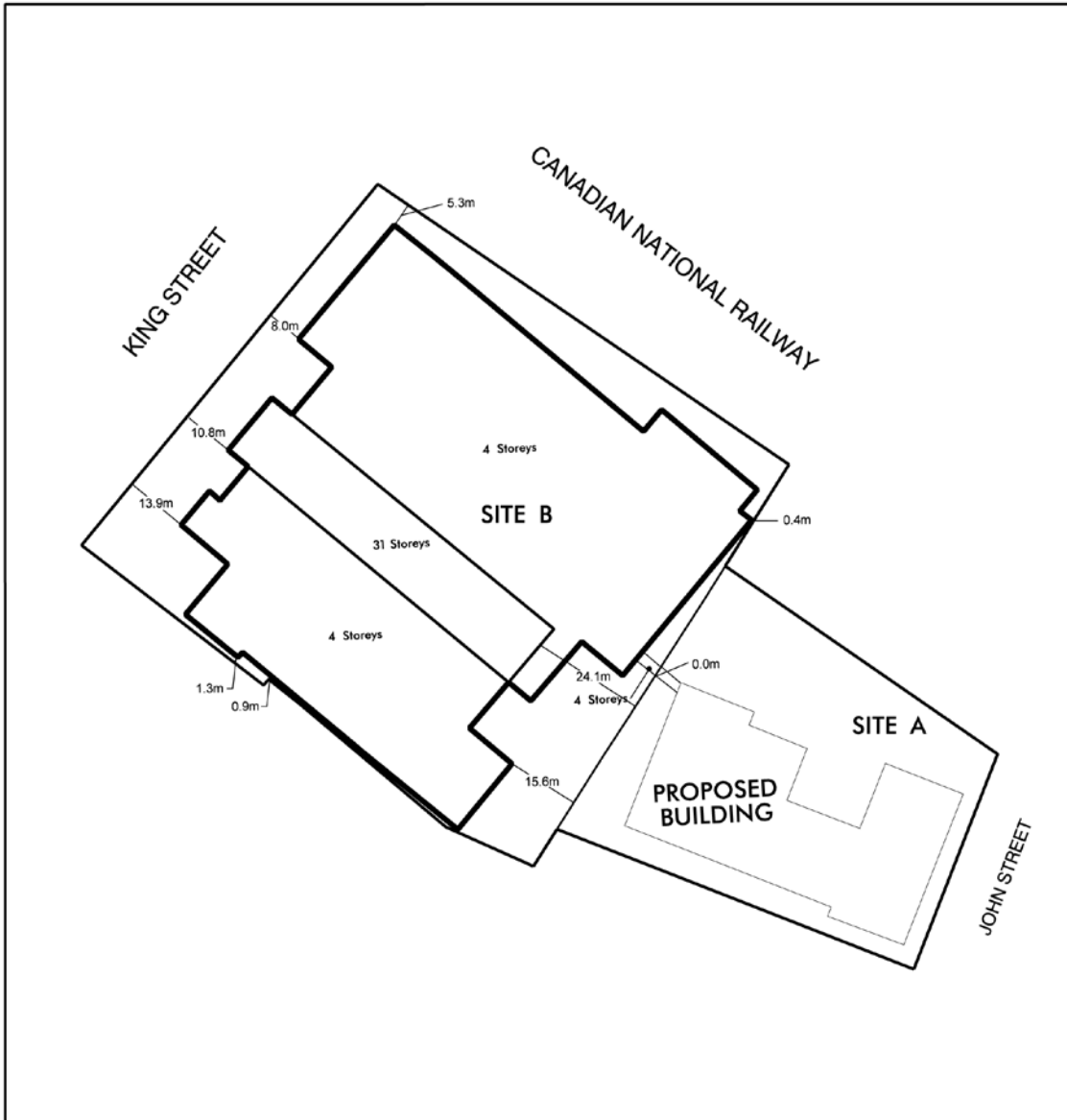
**TORONTO** Schedule 'B1' BY-LAW Number and to Section 16(xxx) of Zoning By-Law 1-83





SCHEDULE B2

**Toronto** Schedule 'B2' BY-LAW Number and to Section 16(xxx) of Zoning By-Law 1-83



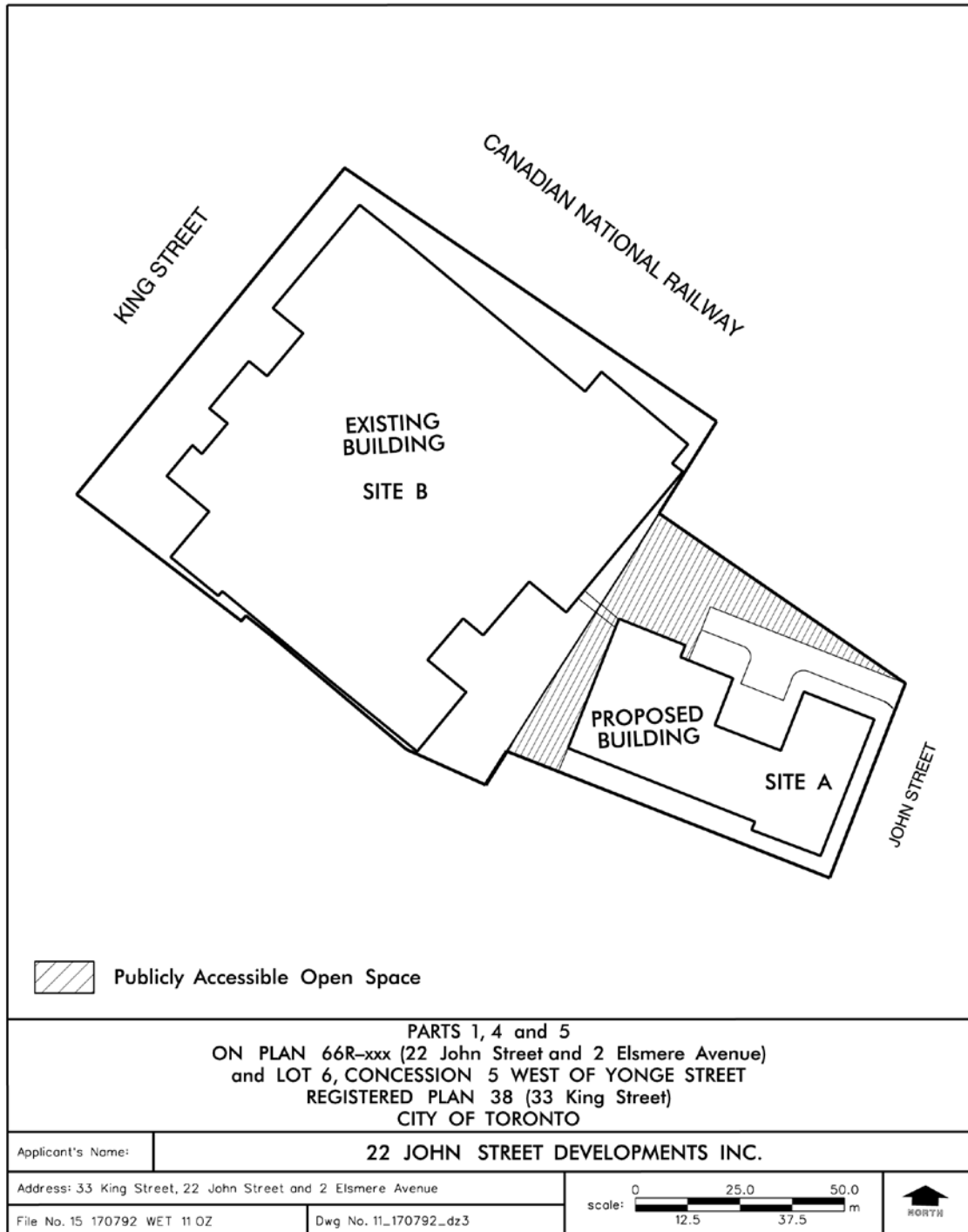
PARTS 1, 4 and 5  
 ON PLAN 66R-xxx (22 John Street and 2 Elsmere Avenue)  
 and LOT 6, CONCESSION 5 WEST OF YONGE STREET  
 REGISTERED PLAN 38 (33 King Street)  
 CITY OF TORONTO

Applicant's Name:	22 JOHN STREET DEVELOPMENTS INC.		
Address:	33 King Street, 22 John Street and 2 Elsmere Avenue		
File No. 15 170792 WET 11 0Z	Dwg No. 11_170792_dz2B	scale: 0 25.0 50.0 12.5 37.5 m	

SCHEDULE C



Schedule 'C' BY-LAW Number  
and to Section 16(xxx) of Zoning By-Law 1-83



**Attachment 2: Draft Zoning By-law Amendment  
(City of Toronto Zoning By-law No. 569-2013)**

Authority: Etobicoke York Community Council Item ~ as adopted by City of Toronto Council on ~, 2015

Enacted by Council: ~, 2015

**CITY OF TORONTO**

**BY-LAW No. XXX-2015**

**To amend the Zoning By-law No. 569-2013, as amended, and By-law 197 with respect to the lands municipally known as 33 King Street, 22 John Street and 2 Elsmere Avenue.**

WHEREAS Council of the City of Toronto has the authority pursuant to 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*;

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

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 and 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 land elects to provide facilities, services and matters in return for an increase in the 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 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 No. 569-2013 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;

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

1. Section 900.11.10, Exception CR(x974) of By-law 569-2013, as amended, is hereby amended by deleting (A) under Prevailing By-laws and Prevailing Sections, that being Section 16(261), former City of York zoning By-law 1-83, as amended.
2. The lands subject to Sections 3, 4, 5, 6 and 7 this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.
3. The words highlighted in bold type in this By-law have the meaning provided in Zoning By-law No. 569-2013, Chapter 800 definitions.
4. Zoning By-law No. 569-2013, as amended, is further amended, by adding the lands subject to this By-law to the Zoning By-law Map in Section 990.10, and applying the following zone labels to the lands as shown on Diagram 1 attached to this By-law:

CR 4.8(r4.8, c0.5)SS2(xx)

CR(xx)

5. Zoning By-law No. 569-2013, as amended, is further amended by adding the lands subject to this By-law to the Height Overlay Map in Section 995.20.1, and applying the following height and storey label to these lands: HT 100, ST 30; ST 7; ST 4-5, as shown on Diagram 2A attached to this By-law.
6. Zoning By-law No. 569-2013, as amended, is further amended by adding Article 900.11.10 Exception Number CR (XX) so that it reads:

CR(XX):

Site Specific Provisions:

- (A) The area subject to this By-law consists of the lands delineated by heavy lines and titled **Site A** and **Site B** on Diagram 1, attached to and forming part of this By-law.
- (B) None of the definitions of **amenity space**, **grade** and **home occupation unit**, and regulations of 5.10.40.70 (1),(2),(3),(4) and (5), 40.5.40.10(3),(4) and (5), 40.5.40.60, 40.10.40.50(1), 40.10.40.60, 40.10.40.70(2), 40.10.40.80(2), 40.10.80.10(1), 40.10.90.10(1), 200.5.1(2), 200.5.1(3)(A), 200.5.1.10(2)(A),(B) and (C), 200.5.1.10(4), Table 200.5.10.1, 200.5.200.40(3), 200.15.1(1), 200.15.10(1)(C), 230.5.1.10(4) and 230.40.1.20(2) will apply to prevent the erection or use

of a **building, structure**, addition or enlargement if it complies with the requirements of by-law (Clerks to supply by-law ##):

**Site A – 22 John Street and 2 Elsmere Avenue**

(C) The following elements of a building may exceed the building **height** by 7.5 metres: appurtenances and equipment and associated window wall serving the building, antennas, elevator overruns, flagpoles, mechanical equipment (mechanical penthouse) and any associated enclosure structures, chimneys, parapets, guard rails, railings and dividers, pergolas, trellises, eaves, screens, stairs, satellite dishes, roof drainage, roof access, window washing equipment, lightning rods, architectural features, landscaping and elements of a green roof.

(D) ADDITIONAL PROVISIONS

- *Home occupation units* are permitted, provided that the *home occupation units* are located on the ground floor of units facing John Street.
- Any other non-residential uses permitted in the CR Zone must be located on the ground floor and abut John Street.

(E) The total **gross floor area** of all **buildings** and **structures** on **Site A** must not exceed 27,500 square metres.

(F) The maximum individual floor plate size per floor for floors 8 through 30 inclusive, shall not exceed 750 square metres.

(G) Outdoor **amenity space** must be provided at a minimum rate of 1.35 square metres for each **dwelling unit**.

(H) A minimum of 278 **stacked bicycle parking spaces** must be provided and maintained on **Site A**, of which:

(a) A minimum of 252 **stacked bicycle parking spaces** shall be allocated for residents, and shall have a minimum length of 1.6 metres and a minimum width of 0.4 metres, and may be located below **grade**.

(b) A minimum of 26 short-term **stacked bicycle parking spaces** shall be allocated for visitors, and shall have a minimum length of 1.6 metres and a minimum width of 0.4 metres.

(I) A minimum of 20% of the total area of **Site A** shall be provided as publicly accessible open space, in the shaded portion as shown on

Diagram 3 attached to and forming part of this By-law. Publicly accessible open space shall be comprised of both hard and soft landscaping elements, and can include landscaped beds which may not be accessible, as well as outdoor community space.

- (J) One Type “G” loading space shall be provided and maintained on **Site A**, and vehicular access to the loading space shall be provided and maintained from the adjacent lot at 14 John Street.
- (K) All waste and **recyclable material** shall be stored in the **building** and accessed from 14 John Street by vehicle.
- (L) Nothing in this By-law shall prevent the erection or placement of a temporary presentation centre on **Site A**. This temporary building shall be used exclusively for the purposes of real estate presentations and transactions in connection with the development on **Site A** and on **Site B**.

#### **Site B – 33 King Street**

- (M) Schedule “B” of prevailing By-law No. 197 (Exception CR 973) is hereby deleted and replaced with Diagrams 1 and 2B attached hereto.
- (N) Sub-section 4 of Section 1 of prevailing By-law No. 197 (Exception CR 973) is hereby amended by replacing “four hundred and ten (410) rental apartment units” with “four hundred and twenty (420) rental apartment units”.
- (O) Sub-section 2 of Section 1 of prevailing By-law No. 197 (Exception CR 973) is hereby amended by adding the following at the end of the sub-section: “ and may include 12 apartment units”.
- (P) Sub-section 1 of Section 1 of prevailing By-law No. 197 (Exception CR 973) is hereby amended to permit all existing permitted uses and the following additional permitted uses on the ground floor:
  - i. twenty-six (26) **artist live/work units**;
  - ii. **community centre**;
  - iii. **artist’s or photographer’s studios**;
  - iv. **multi-purpose area**; and,
  - v. **self-storage warehouse**.

#### **Site A and Site B**

- (Q) No portions of any **building** or **structure** located above **grade** shall be located otherwise than wholly within the areas delineated by heavy lines

as shown on Diagrams 2A and 2B, attached to and forming part of this By-law, except that:

cornices, light fixtures, ornamental elements, parapets, art and landscape features, architectural flutes, pillars, pergolas, trellises, terraces, bay windows, window sills, planters, ventilation shafts, guardrails, balustrades, railings, stair enclosures, doors, wheelchair ramps, fences, screens, site servicing features, awnings and canopies, and window washing equipment may extend beyond the heavy lines shown on Diagrams 2A and 2B.

(R) A total of 558 parking spaces will be located on **Site B** and will serve both mixed-use buildings subject to this By-law. The 558 parking spaces existing at the time of the passing of this By-law are deemed to conform to the By-law as it is amended from time to time.

(S) For the purposes of this By-law, the terms which are shown in bold type are the terms as so defined by Chapter 800, Definitions of By-law 569-2013, as amended, except that the following definitions for the purposes of the area subject to this By-law shall apply as follows:

- xvi. **amenity space** shall mean a common area or areas within the area subject to this By-law which are provided for the exclusive use of residents of a building for recreational or social purposes.
- xvii. **artist live/work unit** shall mean a **dwelling unit** that is also used for work purposes, provided only the resident or residents of such accommodation work in the **dwelling unit**, and provided the work component is restricted to a studio or workshop used for the production and display of art and photography, or a **designer's studio**.
- xviii. **artist's or photographer's studio** shall mean a studio or workshop used for the production and display of art and photography, or a **designer's studio**.
- xix. **"designer's studio"** shall mean a studio for the rehearsal of music, dance or theatre, and may include therein, a talent or booking agency or an association for the performing arts.
- xx. **grade** shall mean an elevation of 128.395 metres Canadian Geodetic Datum.

- xxi. **height** shall mean the vertical distance between established **grade** and the highest point of the building or structure.
- xxii. **home occupation unit** shall mean a **dwelling unit** which may also be used for work purposes by the residents of the **dwelling unit**.
- xxiii. **multi-purpose area or multi-purpose rooms** shall mean rooms or areas used for the display and exhibition of art, cultural and community events, and meeting, classroom and administration spaces, and uses to support parks and recreation programs.
- xxiv. **Site A** shall mean any building or structure, above and below grade, located within the heavy lines shown on Diagram 1 and municipally known as 22 John Street and 2 Elsmere Avenue.
- xxv. **Site B** shall mean any building or structure, above and below grade, located within the heavy lines shown on Diagram 1 and municipally known as 33 King Street.

(T) This Exception applies collectively to the area subject to this By-law, despite any future severance, partition, or division of the area subject to this By-law.

## 7. Section 37 Provisions

- (A) Pursuant to Section 37 of the *Planning Act*, and subject to compliance with this By-law, the increase in height and density of the development is permitted beyond that otherwise permitted on the lands shown on Diagram 1 in return for the provision by the owner, at the owner's expense of the facilities, services and matters set out in Appendix 1 hereof and which are secured by one or more agreements pursuant to Section 37(3) of the *Planning Act* that are in a form and registered on title to the lands, to the satisfaction of the City Solicitor.
- (B) Where Appendix 1 of this By-law requires the owner to provide certain facilities, services or matters prior to the issuance of a building permit, the issuance of such permit shall be dependent on satisfaction of the same.
- (C) The owner shall not use, or permit the use of, a building or structure erected with an increase in height and density pursuant to this By-law unless all provisions of Appendix 1 are satisfied.



ENACTED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

JOHN TORY  
Mayor

ULLI S. WATKISS  
City Clerk

(Corporate Seal)

## APPENDIX 1

The facilities, services and matters set out below are required to be provided to the City at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown on Diagram 1 in this By-law and secured in an agreement or agreements under Section 37(3) of the *Planning Act* whereby the owners agree as follows:

**The following section applies only to the Owner of land shown as Site A (22 John Street)**

1. Prior to the issuance of an above grade building permit, other than a building permit for a temporary sales office/pavilion, the Owner shall:
  - a) demonstrate to the satisfaction of the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture that two separate leases among the Owner of 33 King Street, Toronto Artscape Inc. ("Artscape"), and the City of Toronto ("City"), have been executed and registered on title for the Site B lands on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture. One lease shall pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease"), with both spaces to be located on Site B.
  - b) provide a letter of credit, in a form satisfactory to the City Treasurer, in the amount of no less than \$7,225,000. If a satisfactory letter of credit is not received by the City by January 31, 2017, the amount shall be indexed upwardly in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of the execution of the Section 37 Agreement to the date of submission of the letter of credit by the Owner to the City.

This letter of credit shall provide security for the construction and delivery of the work required by Section 2a) below and for an operating fund for Artscape. The letter of credit is to be reduced from time to time, upon approval by the Director of the Affordable Housing Office in consultation with the General Manager of Economic Development and Culture, as more particularly described in the Section 37 Agreement, as work required by Section 2 above progresses, and shall not be reduced below the amount required for the Artscape operating fund until such fund has been paid to Artscape.

2. The Owner shall provide and maintain the following:

- a) The Owner agrees to construct, or cause to be constructed, the following:
  - iv. 26 Artist Live/Work Units and the Artist's Courtyard, in accordance with the specifications set out in the Live/Work Lease;

- v. the Community/Cultural Hub in accordance with the specifications set out in the Community/Cultural Hub Lease; and
- vi. the Enhanced Weston Farmer's Market Space ("Farmer's Market Space") in accordance with the specifications as generally contained in the Section 37 Agreement, the detailed design of which will be secured through the Site Plan approval process.

The above work shall be constructed concurrently with the proposed development on Site A.

b) The Owner shall undertake the following obligations with respect to the Farmer's Market Space, which is shown as Part 6 on the Draft Reference Plan attached as Appendix 2:

- iv. The Owner shall install landscaping, including hard and soft landscaping and other appurtenances and fixtures, the details of which will be designed and secured through the Site Plan approval process;
- v. The Owner shall, at its sole expense, maintain the Farmer's Market Space, in accordance with maintenance obligations established in the Section 37 Agreement. The Owner shall also provide the City with appropriate insurance and indemnification.
- vi. The Owner shall comply with the following environmental obligations:
  - a. the Owner shall pay all costs associated with the City retaining a third-party peer reviewer to conduct a third-party review of the Risk Assessment of the property;
  - b. the Owner shall be solely responsible for compliance with any and all Environmental Requirements stipulated in the Certificate of Property Use (CPU) issued for the property by the Ministry of Environment and Climate Change (MOECC) as part of the Risk Assessment process; and
  - c. where the CPU requires the Owner prepare reports, whether annual or periodic, the Owner shall provide such reports to the City and its Peer Reviewer even in cases where such reports are not required to be delivered to the MOECC, until such time that the CPU Annual Report requirements are rescinded by the MOECC.

c) The City shall reserve an easement in the transfer of Site A from the City to the Owner for unrestricted public pedestrian access over such portion of Site A as is necessary such that there is uninterrupted access from and between Elsmere Avenue and the Farmer's Market Space, as shown as Parts 8, 12, 13, 20 and 22 on the Draft Reference Plan attached as Appendix 2. The Owner will maintain said lands, and Owner will provide the City with appropriate insurance and indemnification.

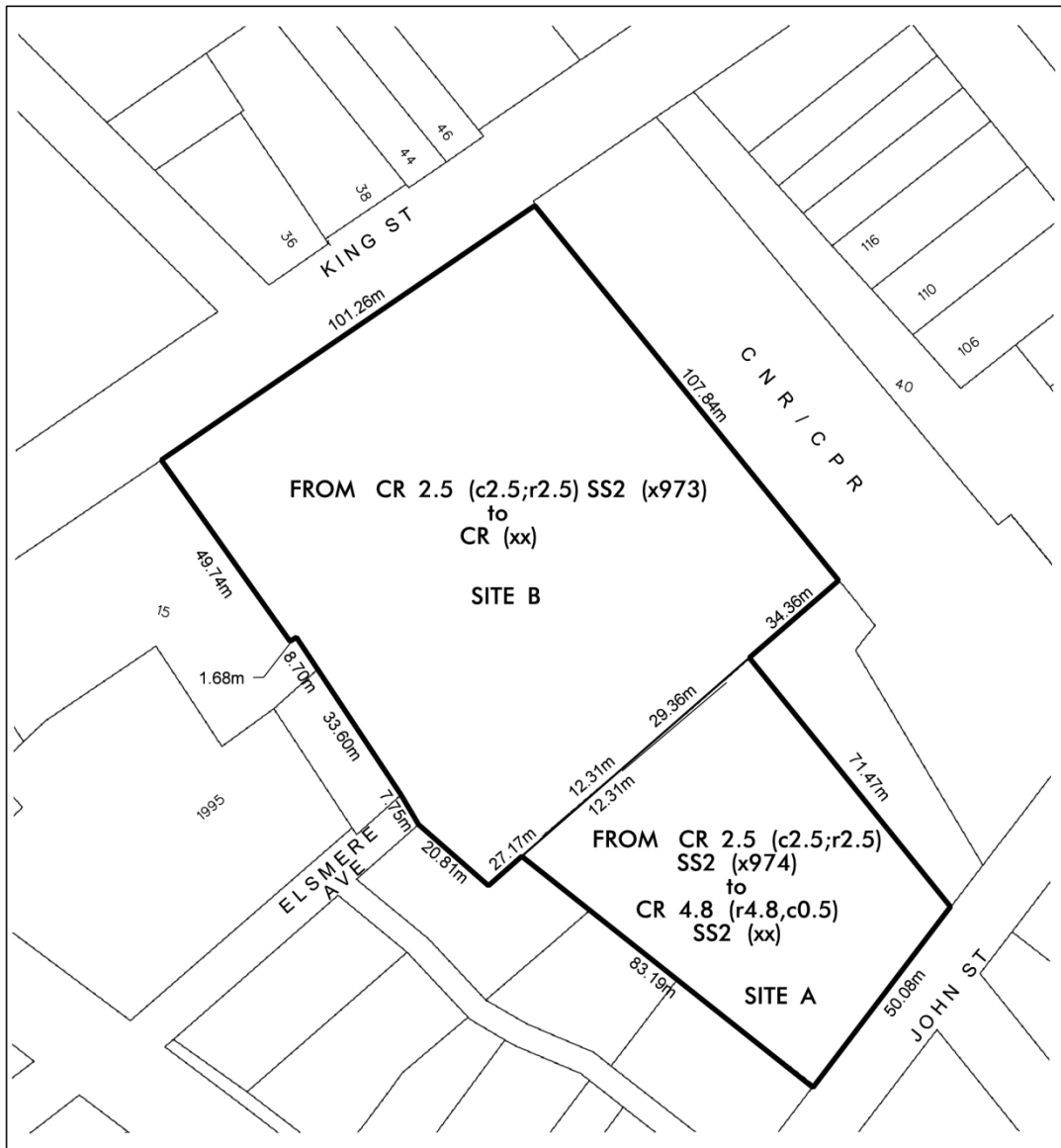
**The following section applies only to the Owner of land shown as Site B (33 King Street)**

1. The Owner shall provide and maintain the following:
  - a. The Owner covenants and agrees to maintain the 420 existing rental residential units and the 12 additional rental units approved by the Committee of Adjustment on March 6, 2014 in decision number A64/14EYK ("Rental Dwelling Units") as rental housing for a minimum period of twenty (20) years commencing from the date of final approval of the zoning by-law amendment, and agrees that no application will be made for a demolition permit or for purposes of condominium registration, pursuant to the *Condominium Act*, for the Rental Dwelling Units during the twenty (20) year period.
  - b. The Owner agrees that it shall not apply to the Ontario Rental Housing Tribunal, or to any successor tribunal with jurisdiction to hear applications made under the *Residential Tenancies Act*, for the purpose of obtaining an increase in rent above the Guidelines established under the *Act* in relation to the Rental Dwelling Units arising from any of the costs of constructing the Artist Live/Work Units, Community/Cultural Hub and the Artist's Courtyard.
2. The Owner shall provide the following to support the development of the lands:
  - a. The Owner shall make available, a minimum of 222 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of 22 John Street ("22 John Street Residents") and shall provide necessary access to the 22 John Street Residents.
  - b. The Owner shall make available, at the same rates as paid by the tenants of the Rental Dwelling Units, a minimum of 16 parking spaces in the existing above grade parking garage at 33 King Street for the use of the residents of the Artist Live/Work Units and shall provide necessary access to the residents of those units.
  - c. The Owner shall enter into two leases with Toronto Artscape Inc. ("Artscape") and the City of Toronto ("City") on terms satisfactory to the Director of the Affordable Housing Office and the General Manager of Economic Development and Culture, and further agrees to register the leases on title, one of which will pertain to the Artist Live/Work Units and Artist's Courtyard ("Live/Work Lease") and the other to the Community/Cultural Hub ("Community/Cultural Hub Lease").

# APPENDIX 2




# DIAGRAM 1



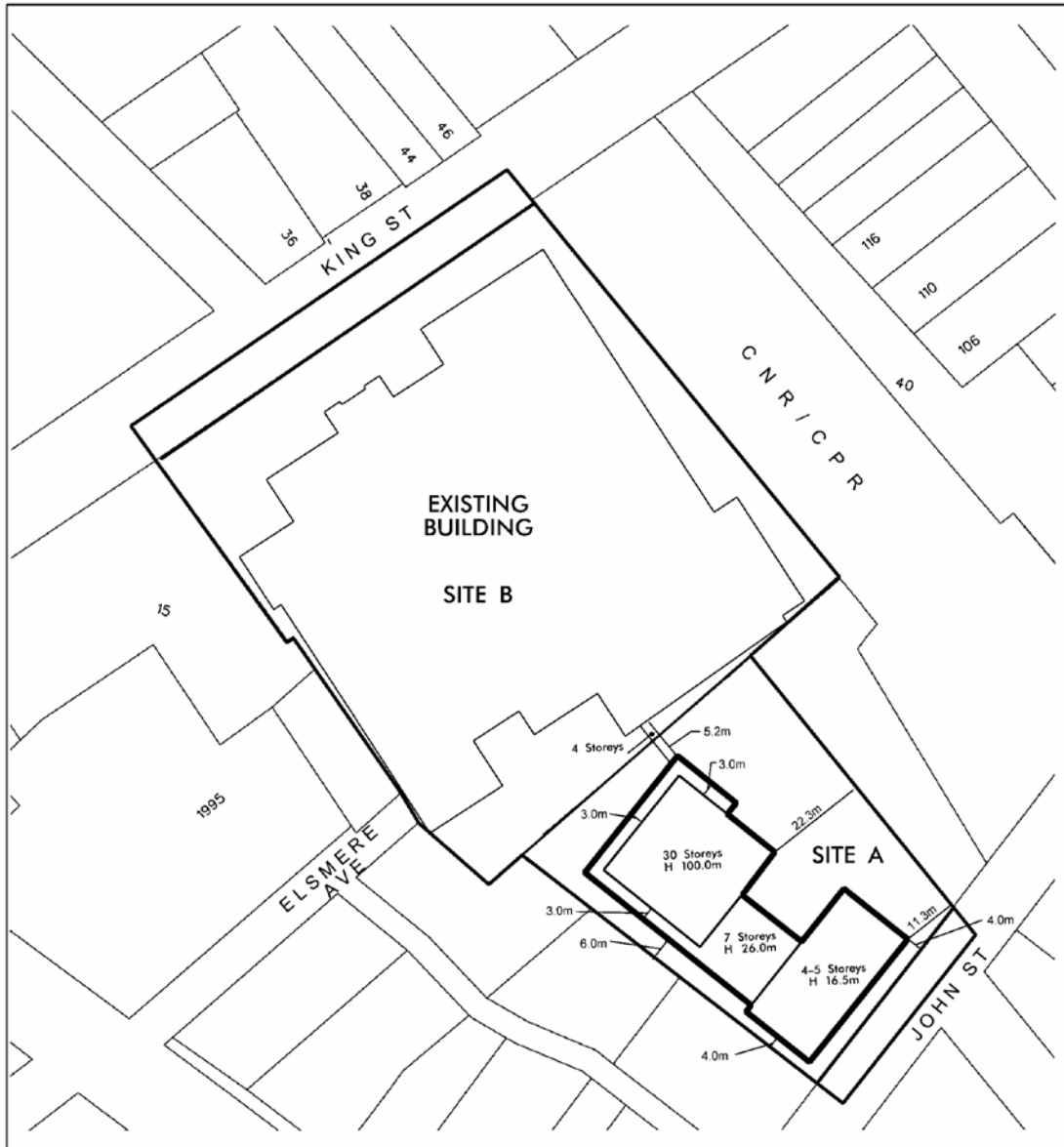
**TORONTO** City Planning  
**Diagram 1**

**33 King Street, 22 John Street  
 and 2 Elsmere Avenue**

File # 15 170792 WET 11 0Z

  
 City of Toronto By-Law 569-2013  
 Not to Scale  
 10/26/2015

**DIAGRAM 2A**



**Diagram 2A**

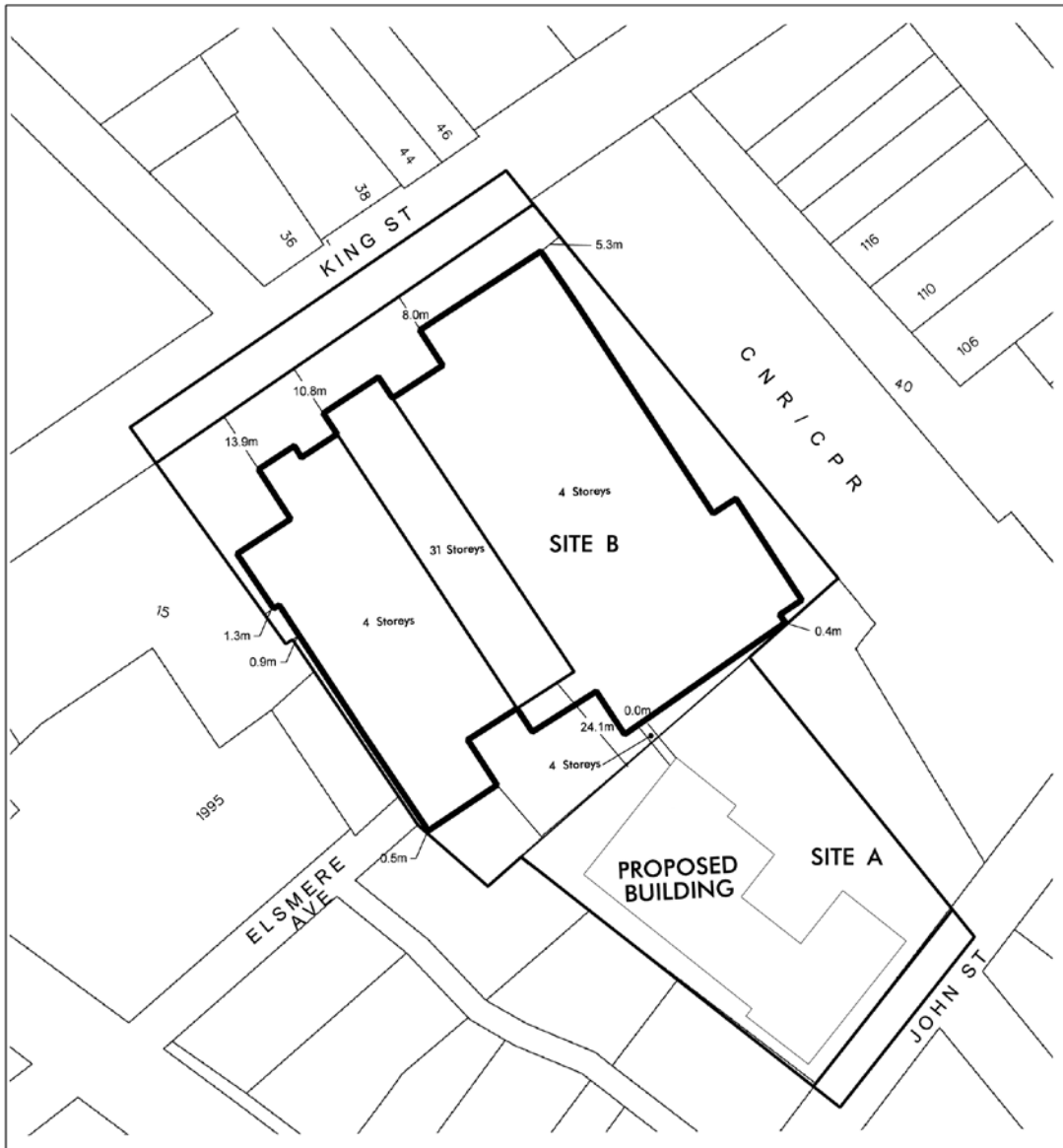
**33 King Street, 22 John Street  
and 2 Elsmere Avenue**

File # 15 170792 WET 11 02



City of Toronto By-Law 569-2013  
Not to Scale  
10/26/2015

**DIAGRAM 2B**



**TORONTO** City Planning

**Diagram 2B**

**33 King Street, 22 John Street  
and 2 Elsmere Avenue**

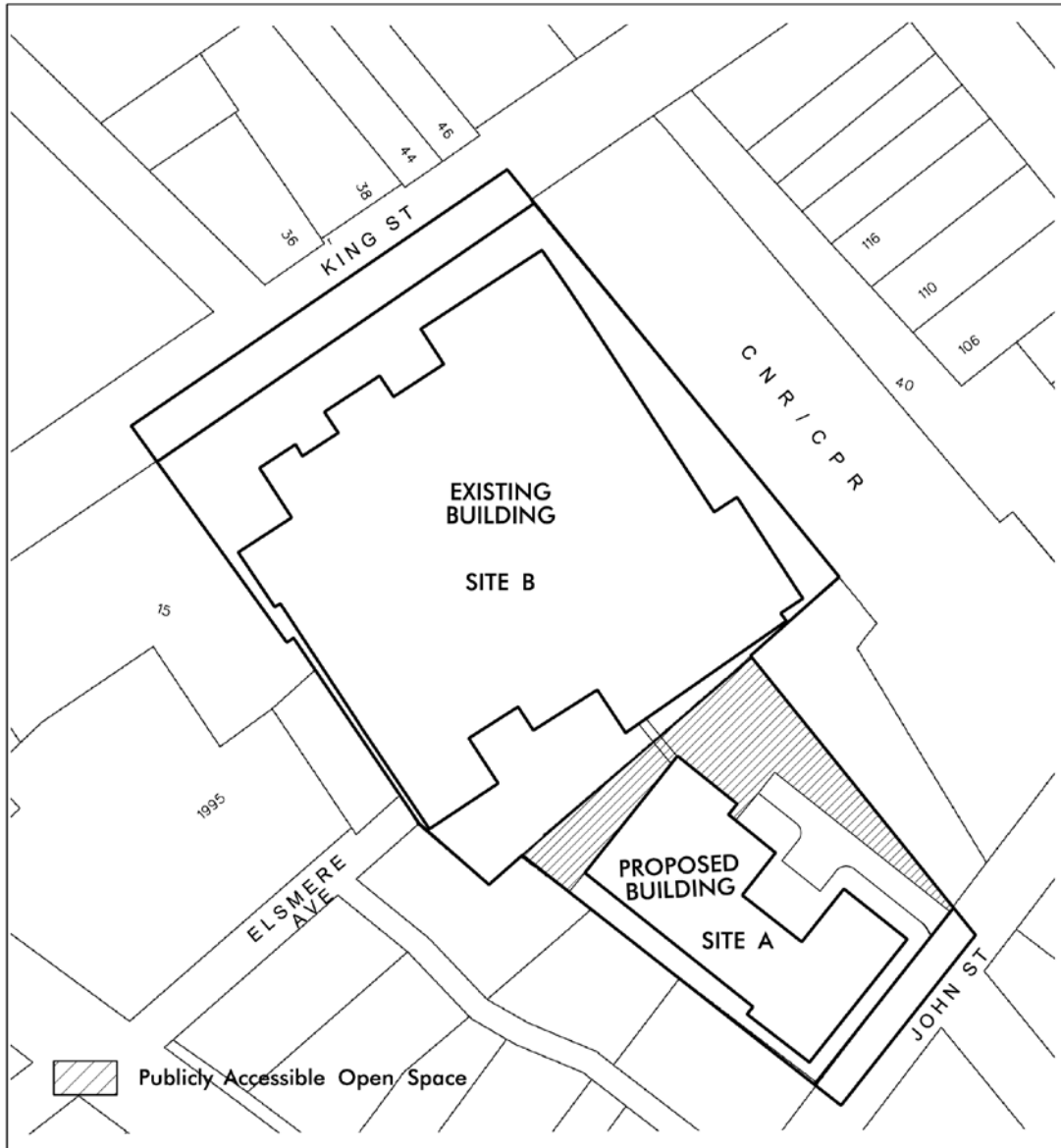
File # 15 170792 WET 11 0Z



City of Toronto By-Law 569-2013  
Not to Scale  
10/26/2015



### DIAGRAM 3



 **TORONTO** City Planning  
Diagram 3

33 King Street, 22 John Street  
and 2 Elsmere Avenue

File # 15 170792 WET 11 02



City of Toronto By-Law 569-2013  
Not to Scale  
10/26/2015