

Authority: Planning and Growth Management Committee Item PG31.2, as adopted by City of Toronto Council on July 23, 24 and 25, 2018

CITY OF TORONTO

Bill

BY-LAW XXXX-2018

To amend Zoning By-law 569-2013, as amended, with respect to the lands municipally known in the year 2018 as, 721 Eastern Ave.

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*; and

Whereas authority is given to Council by Section 34 and Section 36 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to impose the holding symbol (H) and to remove the holding symbol (H) when Council is satisfied that the conditions relating to the holding symbol have been satisfied; and

Whereas the Official Plan for the City of Toronto contains provisions relating to the use of Holding (H) symbol with conditions in the zoning by-law; 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 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 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; and

Whereas pursuant to Section 39 of the *Planning Act*, the Council of a Municipality may, in a by-law passed under Section 34 of the *Planning Act*, authorize the temporary use of land, buildings, or structures for any purpose set out therein that is otherwise prohibited by the by-law;

The Council of the City of Toronto enacts:

1. The lands subject to this By-law are outlined by heavy black lines on Diagram 1 attached to this By-law.
2. Zoning By-law 569-2013, as amended, is further amended by amending the zone label on the Zoning By-law Map in Section 990.10 respecting the lands outlined by heavy black lines as shown on Diagram 2 attached to this By-law to (H-1)(H-2) E5.0 (x31), and E5.0 (x31).
3. The words highlighted in bold type in this By-law have the same meaning provided in Zoning By-law 569-2013, Chapter 800 Definitions, save for and except those defined in this By-law.
4. Zoning By-law 569-2013, as amended, is further amended by adding Article 900.20.10 Exception Number 31, so that it reads:

Exception E 31

The lands, or a portion thereof as noted below, are subject to the following Site Specific Provisions, Prevailing By-laws and Prevailing Sections.

Site Specific Provisions:

- (A) On 721 Eastern Avenue, if the requirements in Section 6, Section 7 and Schedule A of By-law xxx-2018 [Clerks to insert by-law#] are complied with, the erection and use of a **building, structure**, addition or enlargement permitted in compliance with (B) to (U) below is permitted;
- (B) Despite Regulation 60.5.40.10(1), the height of a **building or structure** on each Block as shown on on Diagram 2 of By-law [clerks to insert] is measured:
 - (i) on Block A, as the distance between Canadian Geodetic Datum elevation of 76.85 metres and the elevation of the highest point of the **building or structure**;
 - (ii) on Block B, as the distance between Canadian Geodetic Datum elevation of 76.81 metres and the elevation of the highest point of the **building or structure**; and
 - (iii) on Block C, as the distance between Canadian Geodetic Datum elevation of 77.20 metres and the elevation of the highest point of the **building or structure** for **Block C**; and
- (C) Despite Regulation 60.20.40.10(1) the height of any **building or structure** on the **lot** must not exceed the maximum height in metres specified by the numbers following the symbol HT, as shown on Diagram 4 of By-law [Clerks to supply by-law ##], except for the following projections:

- (i) structures on any roof used for **green roof** purposes, vestibules providing access to outdoor **amenity space**, cooling towers, parapets, mechanical and architectural screens, chimneys, vents, flues, stacks, mechanical fans, elevators and related structural elements, window washing equipment, structures and elements related to drainage, structures and elements associated with green energy and renewable energy facilities provided such projections are limited to a maximum vertical projection of 2.0 metres above the permitted maximum **building** heights as shown on Diagram 4 of By-law XXXX-2018 [Clerks to supply by-law ##]; and
 - (ii) a mechanical penthouse may project a maximum of 5.0 metres above the permitted **building** heights shown on Diagram 4 of By-Law xxx-2018[Clerks to supply by-law ##];
- (D) Despite Clause 60.20.40.70 the required minimum **building setbacks** are shown on Diagram 4 of By-law [Clerks to insert By-law Number];
- (E) Despite subsection (D) above, no portion of any **building** or **structure** above finished ground level may be located other than wholly within the heavy lines outlining the **buildings**, as shown on Diagram 4 of By-law [Clerks to insert By-law Number], with the exception of the following:
 - (i) eaves, cornices, lighting fixtures, fences and safety railings, fins, trellises, balustrades, chimneys, vents, wheelchair ramps, retaining walls, landscape features, privacy screens, ornamental structures, frames, underground garage ramps, walkways, window washing equipment, stairs, covered stairs and or stair enclosures associated with an entrance or exit from an underground **parking garage**, stair landings, decks, planters, and public art features; and
 - (ii) canopies which may encroach a maximum of 2.5 metres into a required **building setback**; and
- (F) Despite subsection 60.20.1.10(3), the maximum non-residential **gross floor area** of all **buildings** and **structures** is 76,100 square metres, of which:
 - (i) the total **gross floor area** for Block A, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], must not exceed 18,800 square metres;
 - (ii) the total **gross floor area** for Block B, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], must not exceed 30,900 square metres; and
 - (iii) the total **gross floor area** for Block C, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], must not exceed 26,400 square metres;
- (G) In addition to the uses permitted by Regulations 60.20.20.10(1) and 60.20.20.20(1), on Block A and Block B, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], the following additional uses are permitted and

must not collectively exceed 20 percent of the permitted **gross floor area** on each Block:

- (i) **eating establishment**
 - (ii) **personal service shop**
 - (iii) **retail store**
 - (iv) **take-out eating establishment**
 - (v) **Industrial trade school**
- (H) Despite the uses permitted by Regulations 60.20.20.10(1) and 60.20.20.20(1), on Block C, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], only the following uses are permitted:
- (i) office, **laboratory, software development and processing, vehicle depot, vehicle service shop**, vehicle storage, or **vehicle washing establishment**;
 - (ii) **vehicle dealership** to a maximum of 4,500 square metres;
 - (iii) outdoor display, limited to a maximum of four (4) areas measuring a maximum 2.5 metres by 6 metres, located exclusively along the north and east building frontages, for one (1) vehicle in each area, and/or technologies associated with other uses permitted on the **lot**; and
 - (iv) the following uses collectively may not exceed 10 percent of the permitted **gross floor area** of the Block:
 - (i) **eating establishment**
 - (ii) **personal service shop**
 - (iii) **retail store**
 - (iv) **take-out eating establishment**
 - (v) **Industrial trade school**
- (I) Regulation 60.20.20.100(4) with respect to the conditions for a **retail store** does not apply;
- (J) Other uses combined with an **eating establishment** are not subject to the interior floor area restrictions set out in regulation 150.100.20.1;
- (K) Despite the uses permitted pursuant to Regulations 60.20.20.20(1), the following uses are not permitted; **body rub service, drive through facility, crematorium, or open storage**;
- (L) On Block A and Block B, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], only one **retail store** or **retail service** on each Block may have a **interior floor area** greater than 500 square metres but not more than 2,500 square metres, all other **retail stores** and **retail services** must have an **interior floor area** of less than 500 square metres;

- (M) On Block C, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], the **interior floor area** of any **retail store** or **retail service** must not exceed 500 square metres;
- (N) On Block A and Block B, as shown on Diagram 3 of By-law [Clerks to supply by-law ##], no use permitted in Regulations 60.20.20.10, 60.20.20(1) or (G) above, is permitted unless a minimum of 50 percent of the total permitted **gross floor area** for the Block is used for office within the same **building**;
- (O) No **building** or **structure** within any Block may contain only those uses permitted by Regulation 60.20.20.20(1) or a **personal service shop**, solely or in combination;
- (P) Despite the uses permitted by Regulations 60.20.20.10(1) and 60.20.20.20(1) only the following uses are permitted within Block D, as shown on Diagram 2 of By-law [Clerks to supply by-law ##]:
- (i) below grade **parking garage**;
 - (ii) open space or POPS (privately owned publicly accessible open space); and
 - (iii) a kiosk or an outdoor seating area ancillary to an **eating establishment** on another Block, are permitted in areas outside of the area identified as a POPS as shown on Diagram 3 of By-law [Clerks to supply by-law ##];
- (Q) No **building** on Block A or Block B, as shown on Diagram 2 of By-law [Clerks to supply by-law ##] may be used unless a minimum of 70 percent of the total **interior floor area** of the first **storey** above grade along the Eastern Avenue frontage, is occupied by: office uses and lobbies, **artist studios**, **eating establishments**, **personal service shops**, **industrial trade schools**, **retail stores**, and **take-out eating establishments**;
- (R) Despite Clause 60.20.50.10, there is no requirement for **soft landscaping** along the entire length of the **lot line** abutting a **street**;
- (S) Despite Article 220.5.10, the following **loading spaces** must be provided on Block C only:
- (i) One Type "B" **loading space**;
 - (ii) One Type "C" **loading space**; and
 - (iii) One oversized loading space having a minimum length of 25 metres and minimum width of 3 metres;

- (T) Despite the parking rates in Table 200.5.10.1 and Regulations 200.5.10.1(1), 200.15.1.5, and 200.15.15.4(2), the following applies to Block C:
- (i) A total of 276 **parking spaces** must be provided;
 - (ii) Despite Regulation 200.5.1.10, one **parking space**, obstructed on one side, may have a minimum width of 2.6 metres; and
 - (iii) Despite Regulation 200.5.1.10, two **parking spaces**, obstructed on two sides may have a minimum width of 2.9 metres.
- (U) Despite Regulation 60.5.40.40(1), a maximum of 1,500 square metres of **gross floor area** in Building A on Block A, as shown on Diagram 4 of By-law [Clerks to supply by-law ##] and used for above ground **parking spaces** is excluded from the calculation of **gross floor area**.
- (V) For the purposes of subsections (A) to (U) above in By-law [Clerks to supply by-law ##]:
- (i) **industrial trade school** means a school other than a **post-secondary school, private school or public school** that teaches subjects related to industrial trades such as technical design skills, mechanical design or drafting, carpentry, or electrical skills and may include an ancillary space for employment counselling and placement.

Prevailing By-laws and Prevailing Sections: (None Apply)

5. For Block B on the lands outline in Diagram 3 attached to this By-law, temporary at-grade **parking spaces** may be provided as a use of land to support construction, for a period of three years from the date this By-law comes into full force and effect, if:
- (i) A minimum of 15 percent of the area of Block B is provided for hard and soft landscaping.
6. Holding Symbol
- (A) For such time as the **lot** or any part of the **lot** is subject to holding symbols (H-1) and (H-2) as shown on Diagram 2 appended to this By-law, the **lot** or that part of the **lot** shall be used for only the following:
- (i) any of the uses permitted on the **lot** by this By-law; and
 - (ii) Despite section 6(A)(i) above, Offices, **Financial Institution** or **software development and Processing** are only permitted up to a maximum of 1,500 square metres of **gross floor area** on Block A and up to a maximum of 1,000 square metres of **gross floor area** on Block B as shown on Diagram 2.

- (B) After the removal of the holding symbol (H-1), for that portion of the **lot**, the **lot** may be used for the following uses:
- (i) all of the uses permitted in this By-law.
- (C) An amending By-law to remove the (H-1) symbol from the **lot** shall be enacted by City Council when the following conditions have been fulfilled to the satisfaction of City Council:
- (i) Provision of a revised functional servicing and stormwater management report has been provided to the City in respect of the portion of the **lot** that will no longer be subject to the (H-1) symbol to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services.
- (D) After the removal of the holding symbol (H-2) that portion of the **lot** may have one retail store or service commercial unit on each of Block A and Block B with a maximum interior **gross floor area** of up to 3,500 square metres, and all other retail stores and retail service commercial units must be less than 500 square metres of interior **gross floor area**.
- (E) An amending By-law to remove the (H-2) symbol from the **lot** shall be enacted by City Council when the following conditions have been fulfilled to the satisfaction of City Council:
- (i) Provision of a Retail Impact Assessment to assess the impact on existing pedestrian shopping areas in the vicinity of the subject site to support an increase in the maximum retail unit size from 2,500 square metres up to 3,500 square metres to the satisfaction of the Chief Planner and Executive Director, City Planning.

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 Schedule A 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 Schedules A and B 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/or density pursuant to this By-law unless all provisions of Schedules A and B are satisfied.

Enacted and passed on (), 2018.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)

SCHEDULE A
Section 37 Provisions

The facilities, services and matters set out below are required to be provided by the owner at their expense to the City in accordance with one or more agreements pursuant to section 37(3) of the *Planning Act*, in a form satisfactory to the City 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 lands as shown on Diagram 1 of this By-law and as secured in an agreement or agreements under Section 37(3) of the *Planning Act* whereby the owner agrees as follows:

1. Enter into a lease agreement for a 99-year term with the City of Toronto on the terms and conditions as set out in Schedule B of this By-law, and on such other terms and conditions satisfactory to the Deputy City Manager, Internal Corporate Services, in consultation with the General Manager, Economic Development and Culture, for a minimum of 1,280 square metres (13,778 square feet) of space on two floors commencing at grade level in the Existing Building 'A', as identified on Diagram 5, for a nominal rent. The space will be designated for creative industries and entrepreneurship use and may include design, fashion incubators, technology start-up space, music and sound recording, and other appropriate creative industry uses. The City agrees that the owner of Block A, as identified on Diagram 3, may have access to Eastern Avenue through Existing Building A and may use Existing Building A prior to the City taking occupancy of the space.
2. Prior to Site Plan Approval on any Block as identified on Diagram 3, the owner will provide cash contributions for the following:
 - i. \$800,000 in the form of a certified cheque to the City of Toronto to be applied to the fit out costs for the space described in 1 above.
 - ii. \$100,000 in the form of a certified cheque to the City of Toronto towards landscape improvements for the Bruce Public School yard.
3. The owner will make commercially reasonable efforts to allow the future tenants of Building 'A' to continue operations during construction and redevelopment of the site. If this is not possible, the owner has a one-time option to relocate the future tenants to another space of a similar size and quality for a temporary duration and in a location and on reasonable terms and conditions, in light of the community space tenancy program, the subtenant mix, the relationship of the City Space to the street and the branding of the City Space at such time, to the satisfaction of the Deputy City Manager, Internal Corporate Services, in consultation with the General Manager, Economic Development and Culture until such time as Building 'A' is available for occupancy. The owner shall be responsible for any and all costs associated with relocating future tenants as a result of the redevelopment of the site.
4. The Owner shall have a one-time option (but not the obligation), in the event of bona fide substantial renovations to, or the bona fide redevelopment of the Development, to

relocate the future tenants at the Owner's sole cost and expense to a similar location on the Site for the remainder of the Term, or similar premises in the vicinity of the Site, with the size, location, materials and design of the relocated Leased Premises City space (as well as any temporary facility, if applicable) and terms of the move to be to the satisfaction of the Chief Planner, in consultation with the General Manager, Economic Development and Culture. For greater certainty, such relocation shall be at no cost to the City.

5. In the event the cash contribution referred to in 2 above has not been used for the intended purpose within five (5) years of this By-law coming into full force and effect, the contribution may be redirected for another purpose, at the discretion of the Chief Planner and Executive Director, City Planning, in consultation with the Ward Councillor, provided that the purpose is identified in the City of Toronto Official Plan and will benefit the community in the vicinity of the lands.
6. The payments required in 2 above, shall increase in accordance with the increase in the Non-Residential Construction Price Index for the Toronto CMA, reported by Statistics Canada in Construction Price Statistics Publication 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement or, if the site specific by-laws for the project are appealed to the Local Planning Appeal Tribunal, from the date of the Tribunal order approving the by-laws, to the date of submission of the funds by the owner to the City.
7. The design, construction and maintenance of landscape and public realm improvements on the City-owned open space area adjacent to Lake Shore Boulevard East, according to the approved plans, the timing of and design of which shall be to the satisfaction of the Chief Planner and Executive Director, City Planning.
8. The following matters be secured in the Section 37 Agreement as a legal convenience to support development, at the owner's expense, all to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor:
 - a) Prior to Site Plan Approval for development on any Block as identified on Diagram 3, the owner shall:
 - i. enter into a Heritage Easement Agreement for Building A at 721 Eastern Avenue, as identified on Diagram 5, and shall not object to the designation of 721 Eastern Avenue (Building A) under Part IV of the Ontario Heritage Act.
 - ii. provide a Conservation Plan for Building A at 721 Eastern Avenue, prepared by a qualified heritage consultant, to the satisfaction of the Senior Manager, Heritage Preservation Services.
 - b) Prior to Site Plan Approval for development on Block A as identified on Diagram 3, the owner shall:

- iii. provide a Heritage Interpretation Plan for the subject property to the satisfaction of the Senior Manager, Heritage Preservation Services, and the Director, Urban Design.
 - iv. provide a Heritage Lighting Plan that describes how the heritage property will be sensitively illuminated to enhance its character, and thereafter shall implement such Plan to the satisfaction of the Senior Manager, Heritage Preservation Services, and the Director, Urban Design.
 - v. provide a detailed Landscape Plan for the subject property to the satisfaction of the Senior Manager, Heritage Preservation Services, and the Director, Urban Design.
- c) Prior to the issuance of any above grade building permit on any Block as identified on Diagram 3, the owner shall provide a memorandum, prepared by a qualified heritage consultant, detailing the careful removal of existing building components and protection of Building A, and Building G if it is to be retained in association with the POPS, during construction to the satisfaction of the Senior Manager, Heritage Preservation Services and the Director, Urban Design.
- d) Prior to the issuance of any above grade building permit for Block C, the owner shall convey to the City for nominal consideration, a Publicly-Accessible Privately Owned Space (POPS) surface easement with a minimum width of 10 metres as identified on approved plans to provide public access for use by the general public, which surface easements shall include provisions for rights of support if necessary, and insurance and indemnification of the City by the owner, to the satisfaction of the Chief Planner and Executive Director, City Planning, and the City Solicitor. The surface easement POPS is to be conveyed to the City free and clear of all physical and title encumbrances unless otherwise agreed to by the Chief Planner and Executive Director, City Planning, and the City Solicitor. The owner shall own, operate, maintain and repair the POPS. The owner shall install and maintain a centralized sign on the proposed POPS, at its own expense, generally in accordance with the City of Toronto POPS Urban Design Guidelines. Members of the public shall be entitled to use the POPS and the east-west link connecting the southern end of the POPS 365 days a year, subject to temporary closures on terms and conditions being satisfactory to the Chief Planner and Executive Director, City Planning. The owner shall explore the retention, reuse, and potential relocation of Building G's industrial framing and clerestory in the design and relationship to the POPS (as identified on Diagram 5).
- e) Prior to the earlier of the first above building permit for Block C, or the registration of the Plan of Subdivision, the owner shall secure and construct all transportation, streetscape, intersection and public realm improvements linked to the development proposal, including letters of credit to secure works, which letters of credit shall increase in accordance with the increase in the Non-Residential Construction Price Index for the Toronto CMA, reported by Statistics Canada in Construction Price Statistics Publication 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement or, if the site

specific by-laws for the project are appealed to the Local Planning Appeal Tribunal, from the date of the Tribunal order approving the by-laws, to the date of submission of the funds by the owner to the City.

- f) Prior to the earlier of any first above grade building permit on any Block as identified on Diagram 3, or the registration of the Plan of Subdivision, the owner shall secure, pay for and construct any improvements to the municipal infrastructure in connection with the site servicing assessment, should it be determined that upgrades are required to the infrastructure to support this development to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services.
- g) Prior to the first above grade building permit for any Block as identified on Diagram 3, the owner shall satisfy the Parkland dedication for that Block in accordance with Section 42 of the *Planning Act* through cash-in-lieu, to the satisfaction of the General Manager, Parks, Forestry and Recreation (PFR), and the City Solicitor.
- h) Prior to final Site Plan Approval of any development beyond the adaptive reuse and/or fitting out and renovation of Existing Building 'A', the owner shall submit a plan detailing improvements to the public realm for the subject site to be implemented in support of the development, which will include but not be limited to, details regarding hard and soft landscaping, paving and curb details, lighting, sidewalk treatment, outdoor seating, planting, cycling facilities, and Toronto Transit bus shelters.
- i) Prior to the issuance of the first above grade building permit on any Block as identified on Diagram 3, the owner shall provide a letter of credit in the amount of the cost of all associated public realm works as described in Recommendation 8(g) above, such letter of credit shall increase in accordance with the increase in the Non-Residential Construction Price Index for the Toronto CMA, reported by Statistics Canada in Construction Price Statistics Publication 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement or, if the site specific by-laws for the project are appealed to the Local Planning Appeal Tribunal, from the date of the Tribunal order approving the by-laws, to the date of submission of the funds by the owner to the City.
- j) Prior to the issuance of the first above grade building permit for Block C, not including a building permit related to site preparation, excavation, demolition, or alteration of existing buildings or construction of roads, the owner shall, build and convey a public street between Lakeshore Boulevard East and Eastern Avenue, according to approved plans, including intersection improvements and any identified new signals and pedestrian/cycling infrastructure to the City's applicable standards for public roads, the precise location and specifications of which are to be secured in conjunction with site plan approval for the development of Block C or plan of subdivision to the satisfaction of the General Manager, Transportation Services.

- k) Upon the registration of the Plan of Subdivision or prior to the issuance of the first above grade building permit for Block C, the owner shall convey the required road widening along Eastern Avenue to the City free of all physical and title encumbrances except as otherwise agreed to by the City Solicitor, and all to the satisfaction of the City Solicitor.
- l) Upon the earlier of the registration of the Plan of Subdivision or prior to the issuance of the first above grade building permit for Block C, the owner shall dedicate all roads, road widening and corner roundings as shown on the submitted plans to the satisfaction of the Chief Engineer & Executive Director of Engineering and Construction Services free of all physical and title encumbrances except as otherwise acceptable to by the City Solicitor, and all to the satisfaction of the City Solicitor.
- m) Prior to the earlier of the registration of the Plan of Subdivision or the issuance of the first above grade building permit for Block C, the owner shall secure and pay for all costs associated with the design, installation and future maintenance of traffic control signals, stop signs, and other streetscape infrastructure at the intersection of Rushbrooke Avenue and Eastern Avenue and the intersection of Rushbrooke Avenue and Lake Shore Boulevard East to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
- n) Prior to the issuance of a building permit related to any excavation and shoring work on any Block as identified on Diagram 3, the owner will submit a Construction Management Plan and Construction Traffic Mitigation Strategy, to the satisfaction of the Chief Planner and Executive Director, City Planning, the General Manager, Transportation Services, and the Chief Building Official and Executive Director, Toronto Building, in consultation with the Ward Councillor and thereafter in support of the development, will implement the plan during the course of construction. The Construction Management Plan will include, and may be expanded, to the satisfaction of the Chief Engineer and Executive Director of Engineering and Construction Services, and the Ward Councillor:
- i. details regarding size and location of construction staging areas;
 - ii. dates and significant concrete pouring activities;
 - iii. parking strategies that deal with providing on-or off-site parking for existing uses;
 - iv. mitigation strategies to reduce the impact on adjacent residents including negative effects of safety lighting, air debris from demolition works, construction vehicle parking locations, refuse storage, site security, site supervisor contact information, and any other matters deemed necessary; and
 - v. communication strategy with the surrounding community.

- o) The owner shall submit any applications required to remove or injure trees (both City and private) to the satisfaction of the General Manager, Parks, Forestry and Recreation prior to Site Plan Approval.
- p) The owner shall be financially responsible for all costs associated with the excavation, improvement, removal and/or relocation of any above or below-grade public or private utility resulting from the development of this property to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.
- q) Prior to Site Plan Approval on any Block as identified on Diagram 2, the applicant agrees to withdraw all appeals to By-law 569-2013 as well as any objections to OPA 231 respecting 721 Eastern Avenue.
- r) Prior to Site Plan Approval on any Block as identified on Diagram 2, submit a revised Hydrological Review Summary Form and Servicing Report Groundwater Summary Form to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services.

SCHEDULE B
Section 37 Details: Term Sheet, Services and Facilities

Leased Premises:	A minimum of approximately 1,280 square metres (approximately 13,778 square feet) of space on two floors commencing at grade level in Building "A", municipally known as 721 Eastern Avenue, Toronto (the "City Space")
Landlord:	The registered owner of Block A from time to time.
Tenant:	City of Toronto
Subtenant:	Non-profit organizations chosen by the City. If a Subtenant is in default, the City has option to: (i) assign sublease to another non-profit organization chosen by the City, (ii) sublease the City Space to another non-profit organization chosen by the City, or (iii) terminate the sublease.
Term and Commencement Date:	Ninety-nine (99) years, commencing on or about two (2) years after the issuance of an Above-Grade Building Permit for Block C. The parties shall confirm the Commencement Date in writing.
Extension Option:	None
Basic Rent:	Basic Rent of One Dollar (\$1.00) for each year of the Term.
Additional Rent, Operating Costs:	The Tenant is responsible for operating costs, taxes, maintenance and insurance for the Leased Premises. The Landlord is responsible during the first 25 years of the Term for repairs and replacements to: (i) the foundation, bearing walls, structural columns and beams and other structural components; (ii) the outside of all exterior walls; (iii) any part of the roof; (iv) the loading dock; and (iv) the plumbing, mechanical, electrical, heating and air conditioning systems; following the end of such 25-year period, the Tenant shall be responsible for same.
Registration of Lease:	To protect the 99 year term, the lease shall be registered on title at the landlord's sole expense. The landlord shall provide all required postponements of registered title encumbrance (other than with

respect to the restrictive covenants registered on title to the Site as Instrument No. AT4195198) and pay registration costs as well as land transfer tax based on fair market value (based on an appraisal acceptable to the City), and provide a Title Opinion from its solicitor, in the form required by the City Solicitor. The landlord shall also provide an indemnity to the Tenant, with respect to land transfer tax liability.

Substantial Damage:

In the event of substantial damage to the extent that in the reasonable opinion of: (i) the General Manager, Economic Development ("GM") and Culture and/or the Deputy City Manager, Internal Corporate Services (DCM – ICS"), that the Tenant or Subtenant cannot conduct its usual operations in the Leased Premises; and (ii) an independent qualified architect given within sixty (60) days after the date of such damage, that the damage is incapable of being repaired within 180 days; if requested by the GM and/or DCM - ICS, the Landlord shall relocate the Leased Premises, for the remainder of the Term, to other premises of similar size within the vicinity reasonably adequate for the Permitted Uses by such relocated Tenant and/or Subtenants (as well as any temporary facility, if applicable) and on such terms and conditions which are reasonable, in light of the community space tenancy program, the subtenant mix, the relationship of the Leased Premises to the street and the branding of the Leased Premises at such time, to the satisfaction of the GM and/or DCM - ICS (the "Alternate Premises"). For greater certainty, the Landlord shall be responsible for any and all reasonable out-of-pocket costs incurred by such relocated Tenant and/or Subtenants. This Lease shall be amended to substitute the Alternate Premises for the Leased Premises and the lease of such Alternate Premises shall continue for the remainder of the Term. The provisions of this Lease, including construction and completion of the Leased Premises, shall apply in all respects to the Alternate Premises.

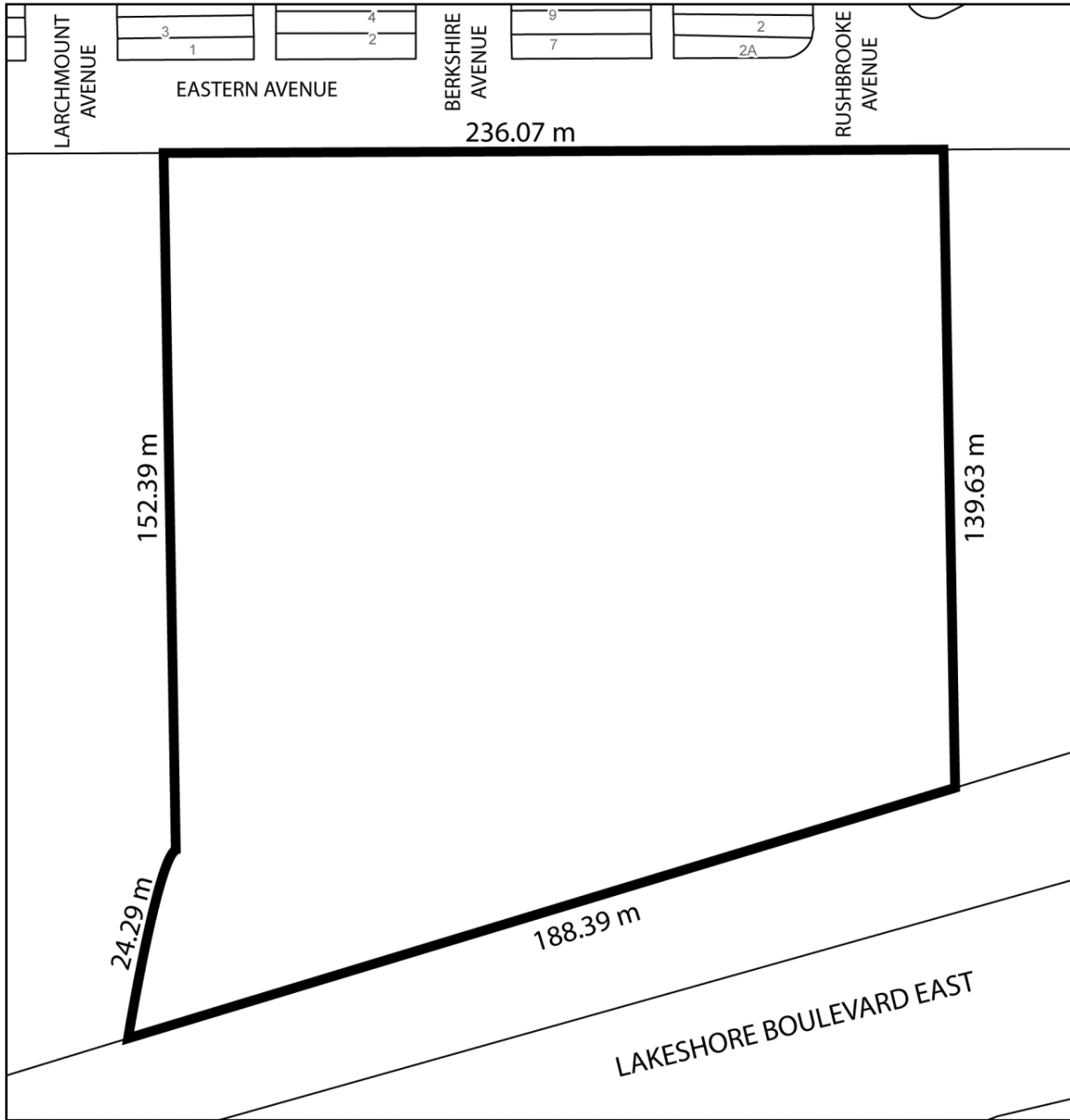
Landlord's Relocation Option:

The Landlord shall have a one-time option (but not the obligation), in the event of bona fide substantial renovations to, or the bona fide redevelopment of the property, to relocate the Leased Premises at the Landlord's sole cost and expense to a similar location on the Lands for the remainder of the Term, or similar premises in the vicinity of the Leased Premises, with the size, location, materials and design of the relocated Leased Premises (as well as any temporary facility, if applicable) and terms of the move to be to the satisfaction of the Chief Planner, in consultation with the General Manager, Economic Development and Culture (the "**Relocated Premises**"). For greater certainty, such relocation shall be at no cost to the City. The provisions of this Lease, including construction and completion of the Leased Premises, shall apply in all respects to the Relocated Premises. This Lease shall be amended to substitute the

Relocated Premises for the Leased Premises and the lease of the Relocated Premises shall continue for the remainder of the Term. If the relocation option is exercised, the Tenant's requirement to pay for the capital costs listed in the Additional Rent, Operating Cost section above after the end of the 25 year period, no longer applies and the Landlord shall pay such costs for the balance of the Term.

Early Termination:

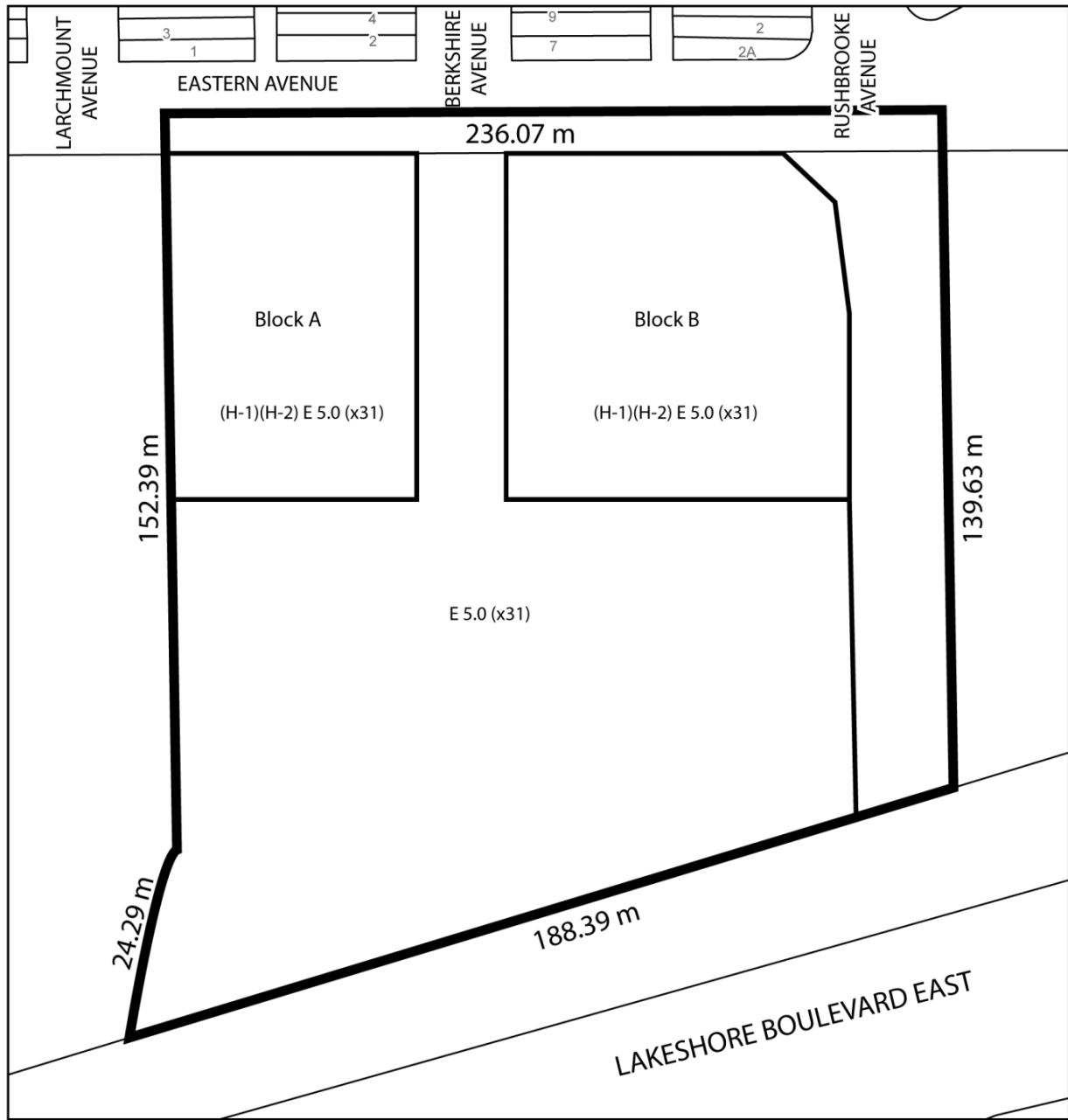
Notwithstanding anything contained herein, the City has the right to terminate the lease at any time, upon 60 days prior written notice to the Landlord.



 **TORONTO**
Diagram 1

721 Eastern Avenue

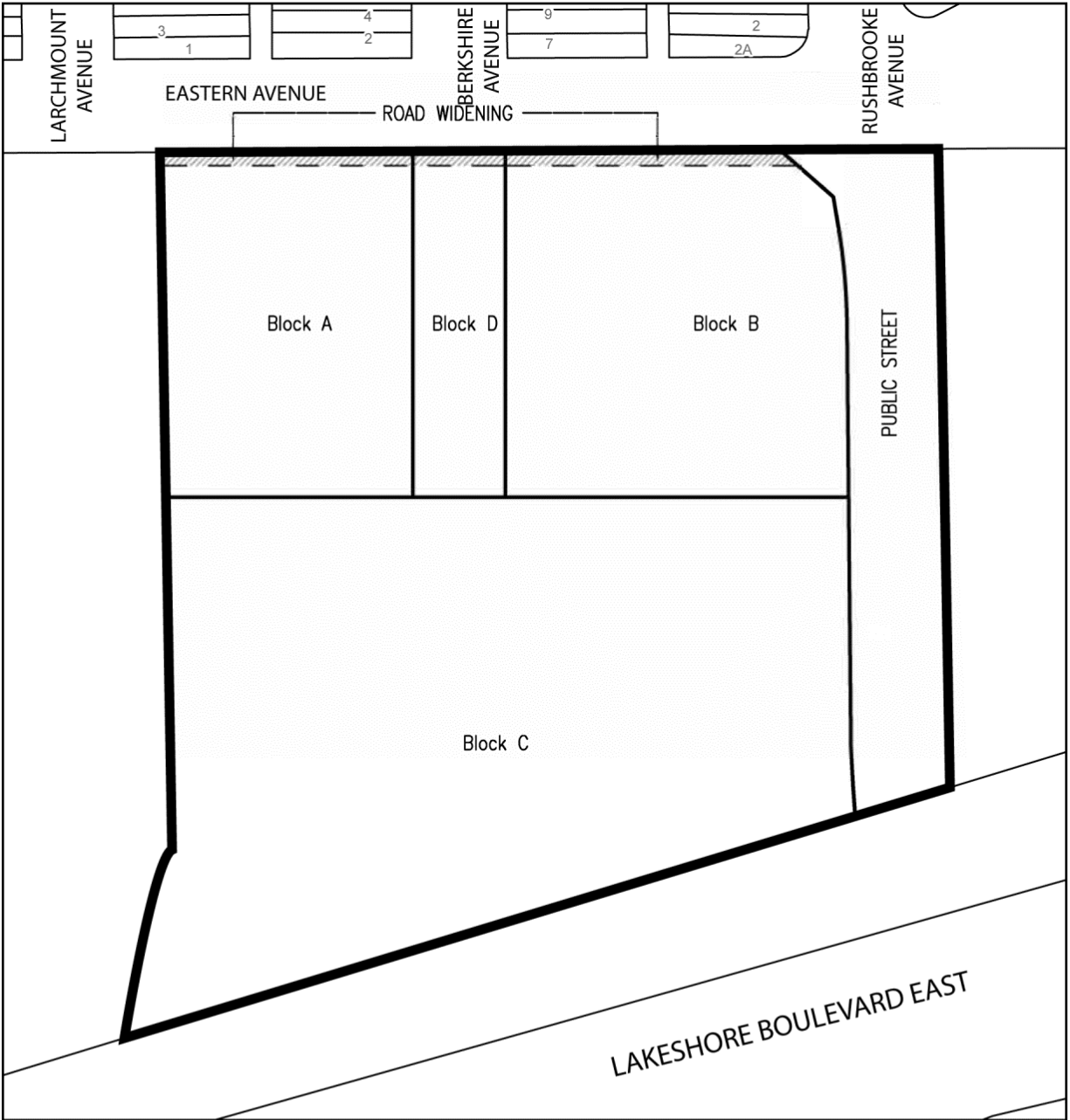
File # 17 137240 STE 30 OZ



 **TORONTO**
Diagram 2

721 Eastern Avenue

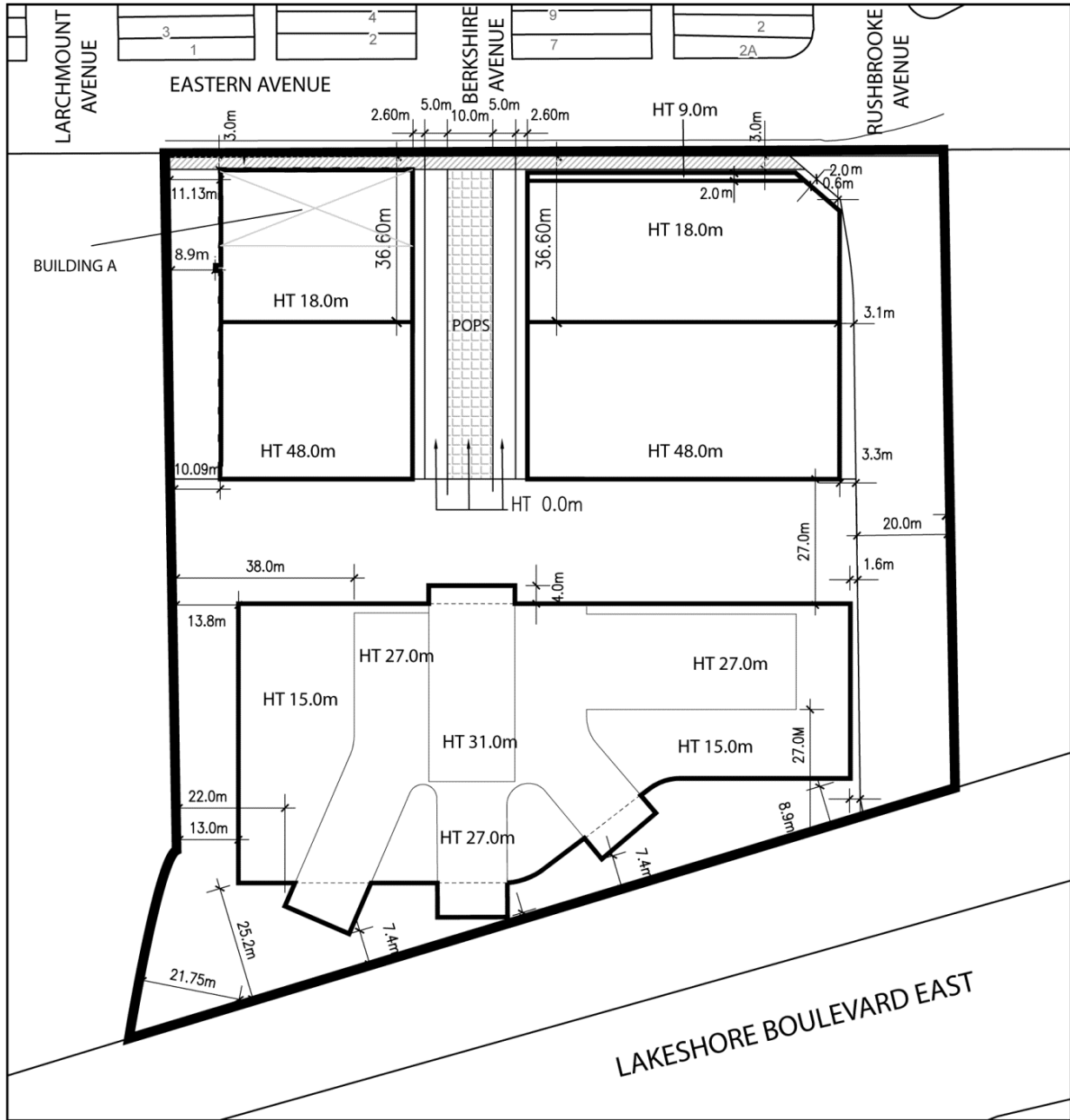
File # 17 137240 STE 30 OZ



 **TORONTO**
Diagram 3

721 Eastern Avenue

File # 17 137240 STE 30 0Z




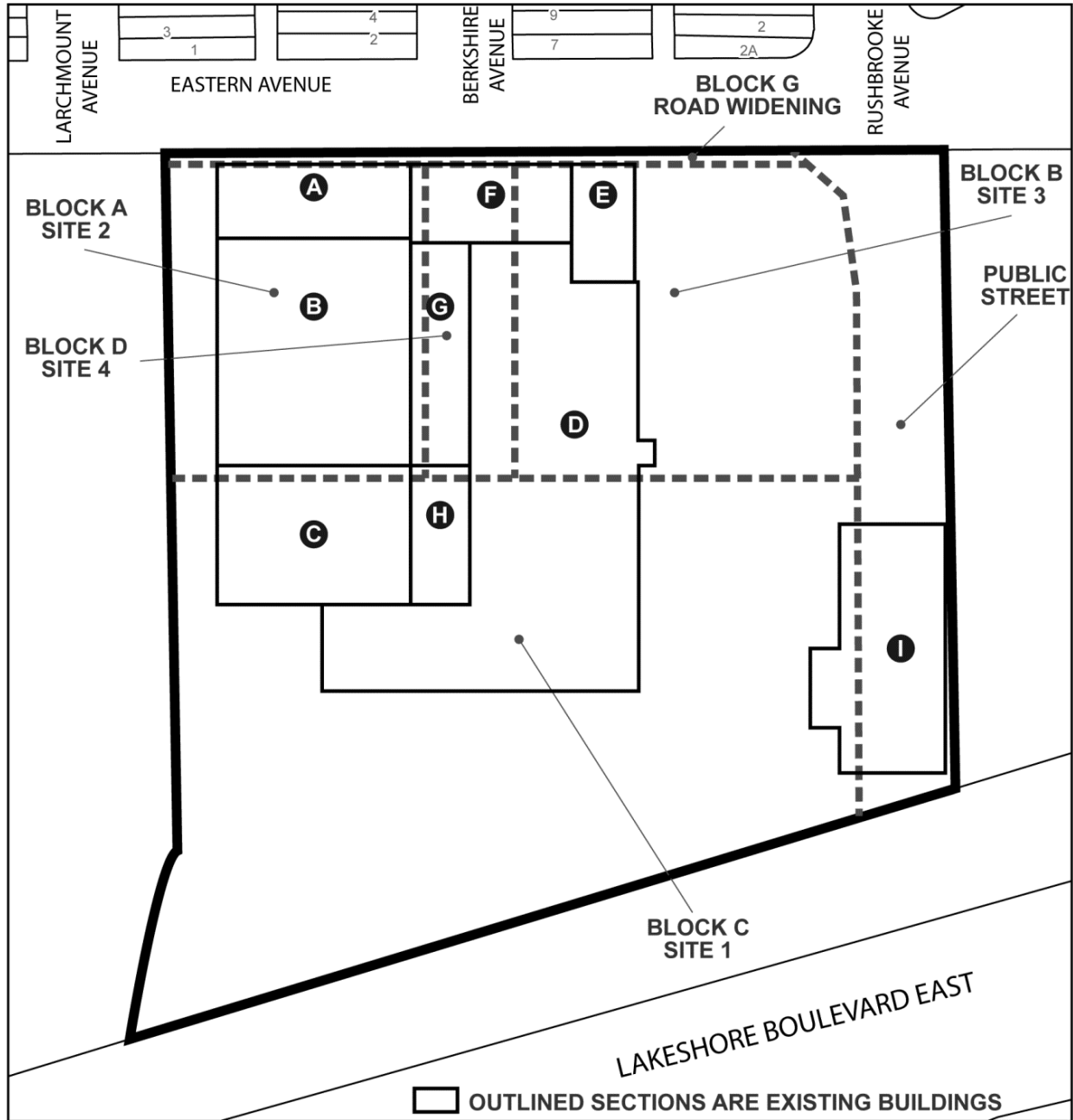
TORONTO
 Diagram 4

721 Eastern Avenue

File # 17 137240 STE 30 0Z

 EXISTING BUILDING


 City of Toronto By-Law 569-2013
 Not to Scale
 6/22/2018



 **TORONTO**
Diagram 5

721 Eastern Avenue

File # 17 137240 STE 30 0Z