

## Public Attachment 1

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**September 3, 2020**

### Via Email

City of Toronto  
c/o Mark Piel and Sara Amini, Solicitors  
26th Floor - Metro Hall  
55 John Street  
M5V 3C6 Toronto ON

Dear Sirs/Mesdames:

**Re: Settlement Offer  
2901 Bayview Avenue and 630 Sheppard Avenue East  
bcIMC Realty Corporation  
LPAT Case No. PL180148**

We are the solicitors for bcIMC Realty Corporation (the "Owner"), in respect of the above-captioned matter, related to the Owner's appeals of its applications to amend the Official Plan and applicable zoning respecting its lands known as 2901 Bayview Avenue and 630 Sheppard Avenue East (the "Property"). The Property includes two development sites, in the north east quadrant of the Property (the "North-East Parcel") and the south west quadrant of the Property (the "South-West Parcel"), respectively, separated by the existing mall located in the centre of the Property.

On behalf of the Owner, we hereby provide a revised offer to settle the Owner's appeals on the basis of an official plan amendment, zoning by-law amendments, a section 37 agreement and City Council support for Development Charge credits and other matters, which reflect the apposite terms and conditions set out below, which we submit on "the record" basis to permit, for example, discussion with other interested parties:

### 1. Built Form

The zoning by-law amendments will permit a development substantially in accordance with plans and drawings, a detailed list and description of which is attached hereto as Schedule "1", subject to adjustments to provide for an increased parkland dedication and a publicly accessible open space of 750 square metres consistent with items 2. and 3. below. The proposed development of the Property is comprised of two six-storey buildings and one tower of 20 storeys and a retail addition to the existing mall on the North-East Parcel (the "North-East Development"), two towers with heights of 29 and 30 storeys atop a single podium building on the South-West Parcel, as well as a roof-top vestibule addition on top of the existing mall (the "South-West Development"), an above ground parking garage adjacent the existing mall (the "Parkade"), a publicly accessible open space ("POPS") and two proposed public parks (collectively, the "Development"). The key details of each component of the Development to be permitted are as set out below:

**(a) South-West Development**

The South-West Development shall consist of the following components:

- two towers with heights of 29 and 30 storeys connected by a single podium building;
- a maximum 50,500 square metres of gross floor area, as defined by Zoning By-law a 569-2013, as amended (“GFA”), for residential purposes;
- a maximum 15,900 square metres of GFA for non-residential purposes;
- a maximum tower floorplate for each tower of 795 square metres gross construction area, above the podium element; and
- external balconies on each of the towers designed to include “breaks”, so as not to “wrap” around the entire floorplate.

**(b) North-East Development**

The North-East Development shall consist of the following components:

- two six-storey buildings, one 20-storey tower and a commercial addition to the existing mall;
- a maximum 30,800 square metres of GFA for residential purposes;
- a maximum 8,800 square metres of GFA for non-residential purposes;
- tower element floor plates will be limited to 890 square metres on floors 4 to 6, 795 square metres on floors 7 and 8 and 755 metres from floors 9-20 (all areas being gross construction area).

**(c) New Parkade**

The new Parkade shall consist of a 5-storey above grade parking structure adjacent to the existing mall, having a non-residential GFA of approximately 11,000 square metres.

**(d) General**

Total Gross Floor Area

The Development as a whole will have a total maximum gross floor area of 117,000 square metres comprised of:

- a maximum 81,300 square metres of residential GFA; and
- a maximum 35,700 square metres of non-residential GFA.

### 2 and 3 Bedroom Units

The total number of new residential dwelling units within each of the North-East Development and South-West Development shall be comprised of:

- a minimum of 40% 2 or 3 bedroom units; and
- a minimum of 10% 3 bedroom units.

For clarity, an individual building within the Development may contain less than the above-noted minimum 2 or 3 bedroom and/or 3 bedroom units, provided the total number of dwelling units within the North-East Development and South-West Development, respectively, achieves such minimums.

## **2. Parkland Dedication**

The parkland dedication requirement for the proposed Development shall be satisfied through the conveyance of a minimum 4,926 square metres of land on-site for public parkland purposes in full satisfaction of all requirements therefor under the *Planning Act*, the *Condominium Act, 1998*, or otherwise, in accordance with the detailed terms attached as Schedule “2” hereto, as generally described below:

- all land dedicated to the City for parkland purposes will be improved by the Owner to the City’s standard “base park” condition prior to conveyance and, where the Owner undertakes Above Base Park Improvements, then all park improvements will be completed prior to conveyance;
- prior to conveyance to the City, the identified parkland may be used by the Owner for access, staging etc. during construction, following which the parkland improvements (as applicable) will be undertaken;
- de-stressed tie backs will be permitted in the land conveyed to the City for parkland purposes on a nominal basis; and
- City Council will authorize Development Charge credits in order that the Owner may elect to construct Above Base Park Improvements for Development Charge credits, with the cost of such improvements are not to exceed the amount of the available Development Charge credits.

## **3. Publicly Accessible Private Open Space (“POPS”)**

Prior to the condominium registration of the first residential building within the South-West Parcel, the Owner will convey a non-exclusive surface easement to the City to secure a privately-owned, publicly accessible open space (“POPS”) on the Property, having a minimum area of 750 square metres (or such greater area as the Owner may in its sole discretion determine), where the final location and configuration of which shall be determined as part of the Site Plan Approval process for the South-West Parcel, in accordance with the detailed terms attached as Schedule “3” hereto.

#### 4. Sewer Easement Relocation

The City agrees that all fees to be nominal to authorize the release of the existing easement and proposed overhead pedestrian connection across the replacement easement. The existing sewer easement will be the subject of a Holding By-law and the conditions to be satisfied for the lifting of the H symbol will be to the satisfaction of the appropriate City Divisions as set out in the By-law and subject to the Owner making an application for lifting the Holding By-law as required under the *Planning Act*.

#### 5. Transit Station Access Upgrade

The Owner shall undertake to submit all materials required pursuant to the City's site plan control application process and the Toronto Transit Commission's ("TTC") approval process and enter into agreements with the TTC and the City, to construct a new public TTC tunnel and station connection within the South-West Development and within the adjacent City right-of-way, as generally described below:

- the Owner shall make a \$3,000,000 Section 37 contribution to be allocated to the completion of the public tunnel connection within the City right-of-way; and
- the terms of the Owner providing the public tunnel connection will be subject to and in accordance with the detailed terms set out in Schedule "4" attached hereto.

#### 6. Servicing and use of H-Holding Symbols

The Owner agrees to submit for review and acceptance by the City's Chief Engineer a Site Servicing Review (comprised of Functional Servicing Report, Stormwater Management Report, and Hydrogeological Report) which confirms that the storm water runoff, sanitary flow and water supply demand resulting from the Development, including the proposed phasing, can be serviced, prior to the proposed zoning by-law amendments being final and binding pursuant to a Tribunal Order or otherwise.

The Owner supports the use of "H" Holding symbols with respect to the City's existing storm sewer easement and City's sanitary sewer upgrade in accordance with the terms set out in Schedule "5" attached hereto.

#### 7. Section 37 Agreement

The Owner will enter into a Section 37 Agreement with the City, which will be registered on title, to secure the following:

- a. a cash contribution of \$1,954,156 to be allocated towards capital facilities within the vicinity of the Property, which may including cycling facilities along Sheppard Avenue East, consisting of:
  - (i) \$1,287,576 to be paid prior to the issuance of first above-grade residential building permit for the South-West Development; and
  - (ii) \$666,580 to be paid prior to the issuance of the first above-grade residential building permit for the North-East Development;

- b. an affordable housing contribution to be provided on-site, having a total value of \$4,474,500, to be provided in accordance with the terms attached as Schedule “6”;
- c. a contribution towards the construction of a TTC tunnel connection within the City right-of-way, with such contribution having a minimum value of \$3,000,000, in accordance with the terms set out in Schedule “4” hereto;
- d. The following matters to be secured as a legal convenience in support of the Development:
  - (i) Traffic Study Update: The Owner shall submit a scoped Traffic Impact Study for any phase of the Development which includes dwelling units in conjunction with:
    - A. any application for site plan approval, where such application is filed after the fifth anniversary of the date the zoning by-law amendment becomes final and binding; and
    - B. in the case of a request to extend approval where final site plan approval has been obtained, where the request for the extension is made after the fifth anniversary of the date the zoning by-law amendment becomes final and binding

and the Owner shall be responsible for implementation and cost of improvements attributable to the Development on account of the Traffic Study Update, to the satisfaction of the appropriate City division;

- (ii) the provision of a minimum 750 square metre POPS as set out in item 3 above and the detailed terms in Schedule “3”;
- (iii) the parkland dedication requirements as set out in this Settlement Offer, and in particular as set out in Item 2. above and the detailed terms set out in Schedule “2”;
- (iv) the grant of an easement from the Owner to the City and/or the TTC, as appropriate, for the purpose of permitting access to the portion of the TTC tunnel connection located on the Property, to the satisfaction of the Owner, as well as the City Solicitor, in consultation with the TTC and the Chief Planner; and
- (v) the City shall release a portion of the existing storm sewer easement, registered as Instrument No. AT524470, in favour of the City for nominal consideration to facilitate the construction of a relocated municipal storm sewer on the Property, contemporaneously with the granting of the new municipal storm sewer easement, all as described in Schedule “5”.

## 8. Subdivision Application

To assist in phasing and implementing the proposed development, including the infrastructure, road widenings and public parks, as well as the proposed development, the Owner (has) submitted an application for draft plan of subdivision in order that it will be considered along with the OPA and ZBLA, the form of which require finalization. Additionally, the Property will benefit from the potential for the City to pass future part lot control by-laws, which will assist in the financing of the construction.

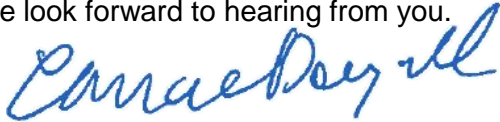
To avoid delay with respect to the re-location of the storm sewer and the construction of the proposed Parkade, which construction will be the first phase of the proposed development, this Settlement Offer is conditional upon the storm sewer relocation and the proposed Parkade be permitted to proceed in advance of receiving draft plan of subdivision approval. Thus the finalization of the required official plan amendment and zoning by-law amendments shall not be conditional receiving draft or final plan subdivision approval, since a Section 37 Agreement is available to secure any requirements, and in addition, the use of "H" holding symbols are proposed with respect to the proceeding with the storm sewer relocation and the proposed Parkade.

The Settlement Offer is also conditional on:

- a. agreement between the City and Owner as to the final form of the official plan and zoning by-law amendment;
- b. the matters proposed to be provided by the Owner herein being secured in a Section 37 Agreement which is registered, and that the Development shall not be subject to any community benefits charge by-law passed or approved pursuant to the *More Homes, More Choices Act, 2019* or successor legislation; and
- c. the Development being subject to any inclusionary zoning by-law passed by the City, at the Owner's discretion, the above-referenced Section 37 Agreement unwinding, in accordance with the City's standard language therefor, should such a situation occur.

This Settlement Offer is also conditional on City Council accepting this offer during its meeting scheduled for September 30, 2020, as well as supporting the settlement in any hearing before the LPAT, including without limitation, any objections from third parties, subject to extensions to the acceptance of this offer satisfactory to the Owner in its discretion, in order to allow for City Council the opportunity to consider this Settlement Offer the Owner agrees to release the scheduled LPAT hearing dates for September 21, 2020 through October 2, 2020 inclusive.

We look forward to hearing from you.



Yours truly,

McCarthy Tétrault LLP

Cynthia A. MacDougall

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## SCHEDULE "1"

### LIST OF PLANS AND DRAWINGS

1. **Architectural Drawings for the Development dated April 22, 2020, prepared by Dialog, as follows:**
  - (a) A1.005A – Overall Site Plan, dated May 15, 2020; and
  - (b) A1.005B – Overall Project Statistics, dated April 22, 2020.
  
2. **Architectural Drawings for the North-East Development, prepared by Dialog, as follows:**
  - (a) A2.002 – Site Plan – North Site, dated May 15, 2020;
  - (b) A2.003 – Project Statistics, dated April 22, 2020;
  - (c) A2.101 to A2.103 – Floor Plan B3 to B1, dated April 22, 2020;
  - (d) A2.201 – Floor Plan – Level 1, dated May 15, 2020;
  - (e) A2.202 to A 2.206 – Floor Plans Levels 2 to 6, dated April 22, 2020;
  - (f) A2.207 – Floor Plan – Level 7, dated May 15, 2020;
  - (g) A2.301 to A2.304 – Floor Plans – Level 7 to Level 20 – Tower Residential, dated April 22, 2020; and
  - (h) A2.501 to A2.503 – Exterior Elevations, dated April 22, 2020.
  
3. **Architectural Drawings for the South-West Development prepared by Hariri Pontarini Architects as follows:**
  - (a) A3.00b – Site Plan, dated May 15, 2020;
  - (b) A3.00c – Project Statistics, dated April 22, 2020;
  - (c) A3.001 to A3.003 – Floor Plans, dated April 22, 2020;
  - (d) A3.006 – Floor Plan Lower Retail, dated May 15, 2020;
  - (e) A3.007 to A3.008 – Floor Plans, dated April 22, 2020;
  - (f) A3.009 – floor Plan 2, dated May 15, 2020;
  - (g) A3.010 to A3.016b – Floor Plans, dated April 22, 2020;
  - (h) A3.017 – Roof Plan, dated April 22, 2020;
  - (i) A3.021 to A3.023 – Elevations, dated April 22, 2020.



**4. Architectural Drawings for the Parkade prepared by Dialog, as follows:**

- (a) A4.002 – Site Plan / Project Statistics, dated May 15, 2020;
- (b) A4.101 – Floor Plan - P1, dated May 15, 2020;
- (c) A4.102 to A4.105 – Floor Plans – P2 to P5, dated April 22, 2020; and
- (d) A4.401 – Exterior Elevations, dated May 15, 2020.

## SCHEDULE “2”

### CONDITIONS OF PARKLAND CONVEYANCE

If this application is approved, the following conditions of approval are recommended to be included:

#### *Recommended Conditions of Approval*

#### *Parkland Dedication*

1. The Owner will be required to convey a portion of the North-East Parcel and a portion of the South-West Parcel, totaling a minimum of 0.4926 ha (4,926 m<sup>2</sup>) for public parkland purposes, which conveyances will satisfy all parkland dedication requirements in connection with the development of the North-East Parcel and South-West Parcel having a combined maximum non-residential gross floor area of 35,700 square metres and a combined maximum residential gross floor area of 81,300 square metres. Should the Owner receive approval for additional gross floor area, the Owner shall be responsible for any resulting increase in the parkland dedication requirements to the extent that the new additional approved density generates a requirement for a greater parkland dedication in accordance with the in-force parkland dedication requirements applicable to the development. The location of the North-East Parcel and the South-West Parcel are reflected on Diagram 1. The proposed parkade may be developed in advance of the delivery of any required parkland dedication.
2. The parkland dedication requirements are to be satisfied through the conveyance of two park blocks to the satisfaction of the General Manager, Parks, Forestry & Recreation (“PF&R”):
  - a. a 0.3725 ha (3,725 m<sup>2</sup>) park block within the north development zone substantially in the location shown on Diagram 2; and
  - b. a 0.1201 ha (1,201 m<sup>2</sup>) park block within the south development zone substantially in the location shown on Diagram 3 (the “South Park”).(collectively, the “Park Blocks”)
3. The Park Blocks are to be conveyed free and clear, above and below grade of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise satisfactory to the General Manager, PF&R, in consultation with the City Solicitor, subject to tie backs as set out below. The Park Blocks may contain de-stressed tiebacks, without requirement for the payment of compensation to the City (any consideration will be nominal).
4. The Owner is to pay for the costs of the preparation and registration of all relevant documents. The Owner shall provide to the satisfaction of the City Solicitor all legal descriptions and applicable reference plans of survey for the new parkland.

#### *Parkland Dedication – South Park*

5. Prior to the registration of the first condominium within the South-West Parcel, the Owner will convey the South Park to the City for public parkland purposes, with such conveyance comprising a minimum 0.1201 ha (1,201 m<sup>2</sup>) portion of the South-West Parcel to the satisfaction of the General Manager, PF&R.

*Parkland Dedication – North Park*

6. The North Park shall be conveyed in accordance with the following:
  - 6.1 In the event the development of the North-East Parcel proceeds in advance of the development of the South-West Parcel, the Owner shall convey the North Park to the City no later than the earlier of: the first residential use and 3.5 years following the issuance of the first above-grade building permit for a building containing residential dwelling units in the North-East Parcel to the satisfaction of the General Manager, PF&R, subject to extensions satisfactory to the General Manager, PF&R, but in any event the conveyance of the North Park shall be no later than 3.5 years from the date the first above-grade building permit is issued; and
  - 6.2 In the event the development of the South-West Parcel proceeds in advance of the development of the North-East Parcel:
    - 6.2.1 no later than first condominium registration for the South-West Parcel, the Owner shall convey a minimum 0.1820 ha (1820 m<sup>2</sup>) portion of the North Park generally in the location shown on Diagram 2 (the “North Park – Parcel A”) to the satisfaction of the General Manager, PF&R; and
    - 6.2.2 no later than the earlier of: the first residential use and 3.5 years following the issuance of the first above-grade building permit for a building containing residential dwelling units in the North-East Parcel, the Owner shall convey a minimum 0.1905 ha (1,905 m<sup>2</sup>) portion of the North Park generally in the location shown on Diagram 2 (the “North Park – Parcel B”) to the satisfaction of the General Manager, PF&R,  
  
subject to extension satisfactory to the General Manager, PF&, but in any event the conveyance of the North-East Parcel as described in this section 6.2.2 shall be no later than 3.5 years from the date the first above-grade building permit is issued.
  - 6.3 Prior to the issuance of the first above-grade building permit for a building containing residential dwelling units on all or any part of the site, the Owner shall register in priority a restriction pursuant to section 118 of the *Land Titles Act* in favour of the City against title to the North Park, to the satisfaction of the City Solicitor.

*Fire Separation Distance — Ontario Building Code*

7. Prior to the transfer of fee simple of the respective Park Blocks to the City, the subject Park Block shall nonetheless be deemed to be parkland in respect of the fire separation requirements of the Ontario *Building Code Act, 1992*. Parks, Forestry and Recreation staff advises that the applicant must design the building to achieve Ontario Building Code (OBC) setbacks related to fire separation on their own site on the portions of any building that abuts the park. A minimum 5 metre setback will apply to any building located next to the Park Block or the required setbacks which meet the Ontario Building Code for fire separation, whichever is greater. Prior to the issuance of any above grade building permit, the applicant will be required to provide a written statement to the Chief Building Official confirming that the abovementioned Ontario Building Code requirements for the subject building permit.

*Environmental Assessment*

8. Prior to conveying each of the respective Park Blocks to the City, the Owner must, in respect of each Park Block:
  - 8.1 Submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director, Engineering & Construction Services and copy to the General Manager, PF&R. (see the [Policy for Accepting Potentially Contaminated Lands to be Conveyed to the City](#) under the *Planning Act* adopted by City Council on February 10 and 11, 2015 as may be amended from time to time);
  - 8.2 Pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City (7%), and submit an initial deposit of \$8,000.00 towards the cost of the Peer Review in the form of a certified cheque, to the Executive Director, Engineering & Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer;
  - 8.3 Submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, Engineering & Construction Services;
  - 8.4 At the completion of the site assessment/remediation process, submit a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, Engineering & Construction Services for peer review and concurrence, which states:
    - 8.4.1 In the opinion of the Qualified Person:
      - 8.4.1.1 It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and
      - 8.4.1.2 To the extent that the opinion in 8.4.1.1 is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.
    - 8.4.2 Land to be conveyed to the City meets either:
      - 8.4.2.1 the applicable Ministry Generic Site Condition Standards (Tables 1, 2, 3, 6, 7, 8 and 9; subject to applicable exemptions as stated in O.

Reg. 153/04) for the most environmentally sensitive adjacent land use; or

8.4.2.2 the Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein.

- 8.5 The Qualified Person's statement, referenced in condition 8.1 above, will include a Reliance Letter that is dated and signed by the applicant's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services.
- 8.6 For conveyance of lands requiring a Record of Site Condition (RSC):
- 8.6.1 File the Record of Site Condition (RSC) on the Ontario Environmental Site Registry; and
- 8.6.2 Submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, Engineering & Construction Services and to the General Manager, PF&R.

*Park Construction*

*Base Park Improvements - General*

9. The Owner, at their sole expense, will be responsible for the base construction and installation of the improvements to the respective Park Blocks. Base Park Improvements to be provided by the Owner will include the following:
- a. Demolition, removal and disposal of all existing materials, buildings, foundations and associated servicing;
  - b. Grading inclusive of 300mm depth topsoil supply and placement. Where lands have been environmentally risk assessed in accordance with MECP regulations, the required depth profile of the environmental soil / soft cap will be 1.5 m of engineered fill compacted to 95% SPD and certified by the consulting engineer;
  - c. In the case of a risk-assessed site, all materials brought on site shall comply with the site-specific standards outlined in the Certificate of Property Use. In the case where no risk assessment of the site was required, all materials brought on site shall comply with the Ontario Reg. 153/04 Table 3 RPI standards;
  - d. Sodding #1 nursery grade;
  - e. Fencing, where deemed necessary;
  - f. Sanitary and storm service connections with manholes at streetline;

- g. Water and electrical service connections; (minimum water: 50mm to the street line including backflow preventers, shut off valves, water meter and chamber; electrical connection to the street line and electrical panel in a lockable cabinet (100 Amp service));
  - h. Street trees along all public road allowances abutting City-owned parkland; and
  - i. Standard park sign (separate certified cheque required).
10. All work is to be completed to the satisfaction of the General Manager, PF&R.
  11. Prior to the issuance of the first above grade building permit for the first building containing dwelling units in each of the North-East Parcel and the South-West Parcel, the Owner shall submit a cost estimate and any necessary plans for the Base Park Improvements for the associated Park Block, to the satisfaction of the General Manager, PF&R.
  12. Prior to issuance of the first above grade building permit for a building containing residential dwelling units in each of the North-East Parcel and the South-West Parcel, the Owner shall post an irrevocable Letter of Credit in the amount of 120% of the value of the Base Park Improvements for the associated Park Block to the satisfaction of the General Manager, PF&R. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
  13. The construction of the Park Improvements (Base Park Improvements and Above Base Park Improvements) to each Park Block shall be completed prior to the conveyance of such Park Block to the City to the satisfaction of the General Manager, PF&R. Unforeseen delays (e.g. weather) resulting in the late delivery of the park block shall be taken into consideration at the discretion of the General Manager, PF&R when determining a revised delivery date for the park block.

#### *Temporary Fencing*

14. Upon commencement of construction of parkland improvements, the Owner shall be responsible for the installation of temporary fencing around the parkland subject to the construction and its maintenance until such time as the development of the park block is completed.

#### *Parkland Grading and Drainage*

15. Prior to conveyance of each Park Block, the Owner shall ensure that the grading and drainage of the adjacent development blocks are compatible with the grades of the subject Park Block to the satisfaction of the General Manager, PF&R.
16. The Owner must provide documentation from a qualified environmental engineer that any fill or topsoil brought onto the site meets all applicable laws, regulations and guidelines for use in a public park.

#### *Credit against DC's for Above Base Park Improvements*

Should the owner agree to design and construct the Above Base Park Improvements on a Park Block for a Development Charge Credit against the Parks and Recreation component of the Development Charges, the following conditions 17 to 20, inclusive, apply:

17. The Owner agrees to design and construct the Above Base Park Improvements to the Park Blocks for a development charge credit against the Parks and Recreation component of the Development Charges payable to the satisfaction of the General Manager, PF&R. The development charge credit shall be in an amount that is the lesser of the cost to the Owner of installing the Above Base Park Improvements, as approved by the General Manager, PF&R, and the Parks and Recreation component of Development Charges payable for the development in accordance with the City's Development Charges By-law, as may be amended from time to time. The Owner is required to submit a design and cost estimate to be approved by the General Manager, PF&R, and a letter of credit equal to 120% of the Parks and Recreation Development Charges payable for the development. The design, cost estimate and ultimately the letter of credit will be required prior to the issuance of the first above grade building permit for a building containing residential dwelling units for the subject phase of development.

*Above Base Park Improvements*

18. The Owner will be responsible to design and construct the Above Base Park Improvements to the satisfaction of the General Manager, PF&R. Areas to be addressed in the design of the Park are: park programming, sustainable design and plantings, community and public safety, ground surface treatments, seating, vandalism etc. Final design and programming of the parkland shall be at the discretion of the General Manager, PF&R.
19. The final design of the Above Base Park Improvements shall be in accordance with the City's standards and design specifications and to the satisfaction of the General Manager, PF&R as determined through the following submission review process:
  - 19.1.1 the Owner shall, prior to the issuance of the first above grade building permit for a building containing dwelling units, for the North-East Parcel or the South-West Parcel, as applicable, prepare and submit plans and specifications of a park design concept as well as a park development budget, including the Above Base Park Improvements to the satisfaction of the General Manager, PF&R (the "**Park Submission**") for approval. The Park Submission shall include, but not be limited to a context map, site preparation plan, tree preservation or removal plan (if applicable), layout plan, grading and storm water management plan, planting plan, electrical/lighting plan, services plan, irrigation plan together with supporting materials related to cost as may be required by the General Manager, PF&R;
20. Where the Owner elects to design and construct Above Base Park Improvements in respect of the North Park or North Park – Parcel B, the conveyance timing requirements set out in conditions 6.1 and 6.2.2, as applicable, are subject to reasonable extensions, as determined by the General Manager, PF&R, in his or her sole discretion, to facilitate the Owner's completion of the Above Base Park Improvements on the subject Park Block. Should the Owner undertake Above Base Park Improvements on a Park Block following conveyance of such Park Block to the City, the Owner must obtain a Park Access Agreement (PAA) from PF&R; however, such PAA shall be at nominal cost to the Owner. The PAA will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, and duration to the satisfaction of the General Manager, PF&R. The Owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the subject Park Block.

*Warranty*

21. The Owner, upon satisfactory completion of the construction and installation of the Base and Above Base Park Improvements shall be required to guarantee such work and associated materials. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings. Should the cost to construct the Above Base Park Improvements as approved by the General Manager, PF&R be less than the Parks and Recreation component of the Development Charges for the development, the difference shall be paid to the City by certified cheque prior to a reduction of the Above Base Park Improvement Letter of Credit. Upon the City's acceptance of the certificate, the Letter(s) of Credit will be released less 20% which will be retained for the 2 year guarantee known as the Parkland Warranty Period.
22. Upon the expiry of the Parkland Warranty Period, the outstanding park security shall be released to the Owner provided that all deficiencies have been rectified to the satisfaction of the General Manager, PF&R.
23. As-built drawings in print/hardcopy and electronic format, as well as a georeferenced AutoCAD file, shall be submitted to PF&R. A complete set of "as built" plans shall be provided electronically on CD in PDF format and in a georeferenced AutoCAD file, in addition to two (2) sets full size bond hard copy the General Manager, PF&R. The plans shall include, but not limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted with written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
24. Spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to PF&R.



### **SCHEDULE “3”**

#### **PRIVATELY OWNED PUBLICLY ACCESSIBLE SPACE (“POPS”)**

1. The Owner will:
  - (a) prior to the condominium registration of the first residential building within the South-West Parcel, convey a non-exclusive surface easement to the City to secure a privately-owned, publicly accessible open space (“POPS”) on the Property, having a minimum area of 750 square metres (or such greater area as the Owner may in its sole discretion determine), substantially in accordance with Diagram 3, where the final location and configuration of which shall be determined as part of the Site Plan Approval process for the South-West Parcel;
  - (b) the improvements associated with the POPS will be completed prior to the registration of the first condominium within the South-West Parcel, subject to seasonality;
  - (c) provide a Letter of Credit on terms and in an amount satisfactory to the Chief Planner as financial security for the construction of the POPS as required. The timing and amount of the Letter of Credit, and the details for its release and draw downs by the City, shall be determined as part of the Site Plan Approval process for the South-West Parcel.
2. The non-exclusive surface easement to the City for the purpose of providing pedestrian access to the general public over the POPS, will be subject to the reservation by the Owner of the right to remove members of the public behaving inconsistently with the use and enjoyment of the POPS by the public and/or the quiet enjoyment of adjacent private property by the owners thereof, and the right to close and/or temporarily restrict access to the POPS, at nominal cost to the Owner, to permit construction, repairs, maintenance or reconstruction of the POPS or any portion thereof and to permit repairs, maintenance, construction or reconstruction of any adjacent buildings or structures, including, but not limited to, buildings or structures located below or within the POPS.
3. The Owner of the lands subject to the POPS easement shall be entitled to program the POPS area from time to time, at nominal cost to the Owner, for temporary commercial activities, which may include but are not limited to, farmers markets, festivals and events, as determined pursuant to the site plan approval process for a development of the South-West Parcel. The POPS area may be temporarily used by the Owner for temporary commercial uses subject to the following:
  - a) a duration that is no longer than 3 consecutive days for any one temporary commercial event;
  - b) a maximum of 20 in total for all commercial events in any calendar year;
  - c) no more than 15 of the 20 days may occur between May 1 and September 1 in any calendar year;
  - d) no barriers may be erected on the lands subject to the POPS easement which would restrict access;

- e) admission may not be charged for entry into the lands subject to the POPS easement; and
  - f) notwithstanding the above, should the owner wish to use the lands subject to the POPS easement for a special temporary commercial activity that may require restricted access for a limited time, charge admission, and/or provide for an open temporary commercial activity for more than 3 consecutive days, the subject owner shall require the consent of the Chief Planner, and such request for consent shall be made in writing, to the satisfaction of the Chief Planner in consultation with the Ward Councillor.
4. Ongoing obligations for maintenance, indemnification and insurance to be the responsibility of the owner of the commercial component.

## SCHEDULE "4"

### TRANSIT STATION ACCESS TERMS

The proposed development of the Bayview Shopping Centre as reflected in the Owner's Official Plan and Zoning by-law amendment applications, contemplates a significant improvement to the existing Bayview and Sheppard Transit Station, including a new underground tunnel connection between the Property and the subway and new station entrances to Sheppard Avenue and a proposed POPS and Public Park. Although not required to support the density of the proposed redevelopment, the upgrade will provide significant new transit connections to benefit the public.

The proposed transit station access upgrade ("**Transit Station Access Upgrade**"), which includes a public TTC tunnel (the "**Public Tunnel**"), if constructed, will provide below grade access from the Owner's Property to the subway substantially in accordance with the attached TTC Connection Drawings 1-3, dated August 18, 2020, prepared by Hariri Pontarini Architects (the "**Tunnel Drawings**"). The Public Tunnel is approximately 16.9 metres in length, of which approximately 1.1 metres is located within the Owner's Property (the "**Owner Tunnel Portion**"). The majority of the Public Tunnel (approx.15.8 metres) is proposed to be located within City-owned lands, being Sheppard Avenue East (the "**City Tunnel Portion**").

The Public Tunnel will connect to areas within the Property as described below to provide public access to the subway. Immediately abutting the Owner Tunnel Portion is an area which will contain the subway station entrance (the "**TTC Entrance Space**"), as reflected on the Tunnel Drawings. Abutting the TTC Entrance Space will be the lobby space which will provide access to the outside (the "**Lobby Space**"), as reflected on the Tunnel Drawings and includes connections to the P1, Lower and Upper Levels. The Lobby Space and the TTC Entrance Space will be a minimum of 300 square metres, including, but not limited to, the area of elevators and escalators (the "**Access Space**"). The Owner is proposing to convey an easement to the City of a substrata portion of the Property, having a minimum area of approximately 125.0 m<sup>2</sup> within the TTC Entrance Space as well as an easement on and over a pedestrian pathway which will be located through the Lobby Space. The Access Space and Public Tunnel will together form the Transit Station Access Upgrade.

We propose the following terms with respect to the Transit Station Access Upgrade, which the Owner agrees to undertake as set out below:

- A. The Owner shall, pursuant to the City's site plan control application process and the TTC's Technical Review and Board Approval process, provide all application materials and drawings, to the satisfaction of the TTC and the Chief Planner and Executive Director, City Planning Division, in consultation with the Chief Engineer and Executive Director, Engineering and Construction Services, for the Transit Station Access Upgrade, enter into agreements ("**Agreements**") with the City and the TTC in order to construct both the Owner Tunnel Portion and the City Tunnel Portion, as well as the Access Space, the terms and conditions of which are to be satisfactory to the City, the TTC, and the Owner reflecting principles set out in this memorandum, including:
- (i) the Owner's contribution of funds pursuant to Section 37 of the *Planning Act* as set out below;
  - (iii) the Owner's agreement to pay the TTC standard connection fee as of January 1, 2020 in accordance with the TTC's Entrance Connection Guide dated February, 2013, subject to any available discounts in accordance with such Guide; and

- (iv) any easement and/or construction licence required by the Owner for the Public Tunnel will be granted on a nominal basis by the City and/or the TTC.
- B. If the TTC fails to approve the Transit Station Access Upgrade including all permits and permissions required from the TTC by the Owner to construct such Transit Station Access Upgrade prior to the issuance of the first Above-Grade Building Permit for residential development within the South-West Parcel, the Owner shall have no further obligations with respect to any matters set out herein, save and except the Owner shall not be released from its obligation to provide the TTC Section 37 Contribution in lieu of the Transit Station Access Upgrade as a cash payment to the City in accordance with the terms of this Schedule “4”.
- C. If the TTC approves the Transit Station Access Upgrade and the necessary Agreements have been entered into between the Owner and the City, and the Owner and the TTC, to secure the Transit Station Access Upgrade, such Agreements will provide, amongst other things, that the Owner will be responsible for construction, design and other soft costs, for the following aspects of the Transit Station Access Upgrade (the “**Owner’s Construction**”):
- (i) the TTC Entrance Space to a Shell Condition (as defined below); and
  - (ii) the Lobby Space, to a Shell Condition, as well as all finishings.
- D. Such Agreements will further require the Owner to be responsible for all construction, design and soft costs for the following aspects of the Transit Station Access Upgrade (the “**City’s Construction**”):
- (i) the excavation and construction of all aspects of the Public Tunnel (which includes the City Tunnel Portion and the Owner Tunnel Portion);
  - (ii) the installation of all finishings and equipment needed for the operation of the entrance to the subway within the Public Tunnel, as well as the TTC Entrance Space, including payment turnstiles and gates, to the satisfaction of the TTC (“TTC Fixtures”); and
  - (iii) all other costs of construction and completion of the Public Tunnel and the TTC Entrance Space needed in order to operate and provide access from the Property to the subway;
- provided that the Owner’s responsibility for all costs of the City’s Construction shall not exceed \$4,500,000.00 (the “**Cap on the Cost of the City’s Construction**”). Any such costs which exceed the Cap on the City’s Construction shall be the responsibility of the City and/or the TTC.
- E. After the Owner has completed the Owner’s Construction and the City’s Construction to the satisfaction of the applicable City divisions and the TTC:
- (i) the Owner will have no further responsibilities for any aspects of the Owner’s Construction and the City’s Construction, except as set out in (iii) below;
  - (ii) the TTC and/or the City shall have all responsibility to operate, inspect, maintain and repair all aspects of the Public Tunnel and the TTC Entrance Space, except that the Owner shall be responsible to maintain, inspect and repair those elements

of the TTC Entrance Space which were constructed as part of the Shell Condition;  
and

- (iii) the Owner shall have responsibility to operate, inspect, maintain and repair the Lobby Space.
- F. On or prior to substantial performance (as such phrase is used and defined in Section 2 of the *Construction Act* (Ontario)) of the Owner's Construction and the City's Construction, the Owner, for nominal consideration, shall grant to the City an easement (the "**Access Easement**") to run for as long as the Public Tunnel is used as pedestrian access to the subway, to:
- (i) permit the operation by the TTC of the Public Tunnel over and within the Owner Tunnel Portion;
  - (ii) permit the operation by the TTC of the TTC Entrance Space and to provide access to the subway, and
  - (iii) permit access by way of an accessible pedestrian pathway during the hours of TTC Sheppard subway operation through the Lobby Space (P1, Lower and Upper) which provides access to the TTC Entrance Space;

such easement to be granted prior to the registration of the first condominium within the South-West Parcel and any rights of access pursuant to such easement shall not become effective until substantial completion of the City's Construction and the Owner's Construction and such shall be secured through the Section 37 Agreement.

- G. If the Public Tunnel isn't operational and in use in all respects for the purpose for which it was intended as a means of public access to the subway within five years following substantial performance of the Owner's Construction and the City's Construction, the Owner will have no further obligations with respect to any matters under the Agreement and in respect of the Public Tunnel, the Access Easement will be deemed to be terminated and/or released and abandoned and of no further force or effect, and the Owner may complete its finishing of the Access Space and use it for any lawful uses, all in the Owner's discretion, in accordance with applicable law.
- H. Constructing the Access Space to a "**Shell Condition**" means the Owner shall construct all structural supports and foundations, structural floors and roof slabs and glazing (i.e. windows), structural walls and stairs and all required (empty) embedded conduits.
- I. An Above-Grade Building Permit means a building permit to construct a building, or any part thereof, which is located at or above grade, and excludes a building permit issued by the City for any demolition, shoring, piling, excavation, foundation, sales or rental office, or temporary building or structure.
- J. The terms of settlement set out above, include securing a contribution of three million dollars (\$3,000,000.00) (the "**TTC Section 37 Contribution**") toward the cost of the City's Construction (which will form part of the total proposed community contribution for the proposed redevelopment, being nine million, two hundred and twenty nine thousand and six hundred and fifty six dollars (\$9,229,656.00)), in accordance with Section 37 of the *Planning Act*, (the "**Total Section 37 Contribution**") as follows:

- (a) Prior to issuance of the first Above-Grade Building Permit for any residential development of the South-West Parcel, the Owner shall:
  - (i) if the TTC and approved the Transit Station Access Upgrade and the Owner has entered into the aforementioned Agreements for the Transit Station Access Upgrade, provide the City with a Letter of Credit in the amount of the TTC Section 37 Contribution, subject to upwards indexing, to secure the Owner's contribution to the City's Construction, which security shall be released in accordance with the terms of such Agreement; or
  - (ii) if the TTC has not approved the Transit Station Access Upgrade and the Owner has not entered into the aforementioned Agreements for the Transit Station Access Upgrade, make a cash contribution to in the City in the amount of TTC Section 37 Contribution, subject to upwards indexing, to be used at the discretion of the Chief Planner and Executive Director, in consultation with the Ward Councillor.
  
- K. The amount of the Total Section 37 Contribution is conditional upon the settlement of all outstanding issues with respect to the approvals for the proposed redevelopment, satisfactory to the Owner, including acceptance of all other terms, including, but not limited to, the proposed parkland contribution substantially in accordance with the April 24, 2020, drawings and the terms as out in Schedule "2".

## SCHEDULE "5"

### PROPOSED "H" HOLDING SYMBOLS:

#### 1. **Parkade**

The lands identified with a holding symbol (H-1) as shown on Diagram 4 shall not be used for any purpose other than: those uses and buildings that existed on the site as of July 1, 2020, and any new uses or buildings, where the use or construction of which does not conflict with the City's storm sewer easement, registered as Instrument No. AT524470, until such time as the (H-1) holding symbol has been removed. The removal of the (H-1) symbol shall be subject to the satisfaction of the following condition:

- (a) The Owner has submitted municipal storm sewer relocation drawings with supporting documentation and made arrangements for the relocation of the existing City storm sewer, including the entering into and registration of a Section 37 Agreement to secure the storm sewer relocation and entering into all other appropriate agreements required by the City, the posting of the required financial security to guarantee the satisfactory performance and completion of the relocated storm sewer, and the granting of a new easement in favour of the City for the relocated storm sewer, all to the satisfaction of the Chief Engineer & Executive Director of Engineering and Construction Services (the "Chief Engineer") and the City Solicitor.

If the (H-1) symbol is not removed, the Owner will be required to meet the parking space requirements of the zoning by-law for the lands.

#### 2. **Sheppard Sewer**

The lands identified with a holding symbol (H-2) on Diagram 5, shall not be used for any purpose other than those uses and buildings that existed on the site as of July 1, 2020, and any new uses or buildings, where the use or construction of which, will increase sanitary or private water or groundwater flows to municipal sewers, until such time as the (H-2) symbol has been removed, subject to the exceptions set out below. An amending by-law to remove the (H-2) symbol, which may be removed from the whole of or a portion of the site, shall be enacted by City Council when the following condition has been fulfilled to the satisfaction of Council:

- (a) The Sanitary Sewer Upgrades (being the upgrade of the last three 300mm $\varnothing$  sanitary sewer legs upstream of the sanitary trunk sewer to 675mm $\varnothing$ , located at the north west corner of Sheppard Avenue East and Leslie Street intersection), which works are being undertaken by the City of Toronto, Design & Construction, Major Infrastructure Unit, Don & Central Waterfront District in the Engineering & Construction Services Division (Project # SAP2020-GL-EASTDON-00), are constructed and operational to the satisfaction of the Chief Engineer;

The exceptions include:

- (a) the proposed Parkade, provided no private water or groundwater is discharged to the municipal sanitary sewer in the short-term or long-term on account of the Parkade;
- (b) internal renovations to the existing buildings;

- (c) minor alterations to the existing buildings;
- (d) demolition of existing buildings and structures; and
- (e) any development, including the relocation of the municipal storm sewer located within a portion of the area subject to the City's existing storm sewer easement, registered as Instrument No. AT524470, and any building permits, satisfactory to the Chief Engineer and Executive Director of Engineering and Construction Services.



## SCHEDULE "6"

### NEW SECURED AFFORDABLE RENTAL UNIT TERM SHEET

2901 BAYVIEW AVENUE

BCIMC REALTY CORPORATION

#### SECTION 1 - DEFINITIONS

For the purposes of this Term Sheet and the required Agreement(s), the term:

- 1.1 **"Above-Grade Building Permit"** means a Building Permit issued by the City pursuant to Section 8 of the *Building Code Act* which permits the construction of a building or structure, or portion thereof, above-ground but, for clarity, does not include a Building Permit solely for the demolition, excavation, shoring or foundation of a building, a Building Permit for the construction of a temporary sales centre, or a Building Permit for repairs, maintenance and usual and minor works to buildings existing on the Site on the date of the Agreement(s);
- 1.2 **"Accessible Rental Unit"** means a Rental Dwelling Unit that has been designed and constructed, in accordance with the Building Code, with basic accessibility features such as a barrier-free path of travel and doorway into the kitchen, bedroom, living room and full bathroom;
- 1.3 **"Affordable Rent"** means gross monthly Rent no greater than one (1) times the average City of Toronto Rent, by unit type (number of bedrooms), as reported annually by the Canada Mortgage and Housing Corporation in its fall Rental Market Report: Greater Toronto Area;
- 1.4 **"Agreement(s)"** means the Agreement(s) made pursuant to Section 37 of the *Planning Act*;
- 1.5 **"Building Code"** means O. Reg. 332/12, as amended, superseded or replaced from time to time;
- 1.6 **"Building Code Act, 1992"** means the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, superseded or replaced from time to time;
- 1.7 **"Building Permit"** means a permit to construct a building within the Lands pursuant to section 8 of the *Building Code Act*, 1992 and, unless otherwise specified, includes a conditional permit and any permit for excavation or shoring, a foundation permit, an Above- Grade Building Permit and a Demolition Permit, but does not include any Heritage Permit, and any permit for repairs, maintenance and usual and minor works acceptable to the Senior Manager, HPS for the heritage Buildings; but does not include any Building Permit issued by the City pursuant to Section 8 of the *Building Code Act* to construct a temporary sales office on the Lands;
- 1.8 **"Chapter 667"** means Chapter 667 of the Toronto Municipal Code;
- 1.9 **"Chief Building Official"** means the Chief Building Official and Executive Director, Toronto Building for the City of Toronto appointed pursuant to Section 3 of the *Building Code Act*, 1992 and shall include his or her designate;

- 1.10 "**Chief Planner**" means the Chief Planner and Executive Director, City Planning Division, for the City of Toronto, and shall include his or her designate;
- 1.11 "**City**" means the City of Toronto and where appropriate in the context, includes formerly The Corporation of the City of Toronto;
- 1.12 "**City Council**" means the elected council of the City of Toronto;
- 1.13 "**City of Toronto Act, 2006**" means the *City of Toronto Act, 2006*, S.O. 2006, c. 11, Sched. A, as amended, superseded or replaced from time to time;
- 1.14 "**City Solicitor**" means the City Solicitor, for the City of Toronto and shall include his or her designate;
- 1.15 "**CMHC Rent**" means the average rent for private Rental Dwelling Units, by unit type, for the City of Toronto (Zones 1 to 17) as reported annually by Canada Mortgage and Housing Corporation in its most recent fall Rental Market Report: Greater Toronto Area;
- 1.16 "**Condominium**" means a building which is governed by the *Condominium Act* because of the registration of a Declaration and Description in accordance with the *Condominium Act*;
- 1.17 "**Condominium Act, 1998**" means the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended, superseded or replaced from time to time;
- 1.18 "**Construction Price Index**" means the type of construction (apartment, townhouse, non-residential) Price Index for the Toronto Census Metropolitan Area, reported quarterly by Statistics Canada in Building Construction Price Indexes Publication No. 327-0058, or its successor;
- 1.19 "**Council**" means the Council of the City;
- 1.20 [NTD – N/A]
- 1.21 "**Description**" means a Description registered under the *Condominium Act*;
- 1.22 "**Development**" means the Development of the Lands proposed by the Owner and permitted by the Zoning By-law Amendment(s);
- 1.23 "**Development Charges Act, 1997**" means the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended, superseded or replaced from time to time;
- 1.24 "**Dwelling Unit**" means a living accommodation comprised of a single housekeeping unit, and consisting of a room or suite of two or more rooms in which both culinary and sanitary facilities are provided for the exclusive use of the residents of that housekeeping unit;
- 1.25 "**Fifteen (15) Year Period**" means the fifteen (15) year period, beginning from the date that each New Secured Affordable Rental Unit is occupied by a First Tenant, during which the Initial Rents for the New Secured Affordable Rental Units are restricted in accordance with Section SECTION 4;

- 1.26 **"First Building Permit"** means the first Building Permit to construct the New Building(s), or any portion thereof, and for greater clarity, includes a Building Permit issued by the City for any shoring, excavation, piling, or foundation, but does not include a Demolition Permit or a Building Permit for a temporary sales centre;
- 1.27 **"First Tenant"** means the first tenant to occupy any New Secured Affordable Rental Unit;
- 1.28 **"Foundation Permit"** means a Building Permit issued pursuant to the *Building Code Act*, 1992, to construct a building foundation on the Lands;
- 1.29 **"Guideline"** means the provincial rent increase guideline as defined in Section 120 of the *Residential Tenancies Act* or its equivalent. In the event that no Guideline is announced by the Province of Ontario, the applicable percentage shall be the Consumer Price Index percentage for the City of Toronto as of the month prior to the date that the notice of rent increase is served;
- 1.30 **"Household Maintainer"** means an individual within the tenant household who is responsible for paying all or part of the Shelter Cost for a Rental Dwelling Unit. Where more than one person contributes to Shelter Cost payments, more than one person in the household may be identified as a Household Maintainer;
- 1.31 **"Initial Rent"** means the Rent to be charged during each tenant's first year of occupancy of a New Secured Affordable Rental Unit during the Fifteen (15) Year Period in accordance with Section SECTION 4;
- 1.32 **"Lands"** means the Property as defined in the Settlement Offer;
- 1.33 **"Land Titles Act"** means the *Land Titles Act*, R.S.O. 1990, c. L.5, as amended, superseded or replaced from time to time;
- 1.34 **"LPAT"** means the Local Planning Appeal Tribunal as it may be replaced or superseded from time to time;
- 1.35 **"Named Tenant"** means the Named Tenant in a written and properly executed lease for a New Affordable Rental Unit;
- 1.36 **"N/E Tower"** means the portion of the Development as defined in Section 2.2 of this Agreement;
- 1.37 **"Net Leasable Area"** means the floor area as calculated in accordance with Tarion Bulletin 22;
- 1.38 **"New Building(s)"** means either the N/E Tower or the S/W Building constructed on the Lands after the date of the Agreement(s) and as permitted by the Zoning By-law Amendment(s), Site Plan Approval and/or Site Plan Agreement for such lands pursuant to Section 114 of the *City of Toronto Act*;
- 1.39 **"New Secured Affordable Rental Unit"** means a new Rental Dwelling Unit provided and maintained in the New Building(s) and provided at Affordable Rent in accordance with, and pursuant to Section SECTION 4;

- 1.40 **"New Secured Rental Period"** means the time period, which shall not be less than a continuous twenty-five (25) year period commencing on the date of first occupancy of each New Secured Affordable Rental Unit, during which the rental tenure of the New Secured Affordable Rental Units shall be protected from demolition or conversion activities;
- 1.41 **"New Secured Rental Portion of the Building"** means the portion of a New Building(s) constructed on the Lands after the date of the Agreement(s) containing the New Secured Affordable Rental Units required in the Agreement(s), together with all common areas, utility and mechanical areas, areas required for ingress and egress, vehicle parking areas and all other areas of a New Building(s), including outdoor amenity areas, that are required by or associated with such units, which total area will be subsequently described and delineated along with any necessary easements in the documents and drawings filed with the condominium application for the Remainder of the Building if such New Building(s), save and except for the New Secured Rental Portion of the Building, is to be registered as a Condominium, all to the satisfaction of the Chief Planner in writing;
- 1.42 **"New Tenant"** means a tenant that occupies any New Secured Affordable Rental Unit after the First Tenant;
- 1.43 **"North-East Parcel"** means the phase of Development as described in Section 2.1 of this Agreement;
- 1.44 **"Official Plan Amendment"** means the proposed amendment to the City of Toronto Official Plan for the Development satisfactory to the City and the Owner;
- 1.45 **"Owner"** means bclMC Realty Corporation and its respective successors and assigns being the registered owner(s) of the Lands and any portions of the Lands, for the purposes of this Agreement shall include subsequent owners of the Lands and subsequent owners of any portions of the Lands;
- 1.46 **"Parties"** means the Owner and the City;
- 1.47 **"Planning Act"** means the *Planning Act*, R.S.O. 1990, c. P.13, as amended, superseded or replaced from time to time;
- 1.48 **"Remainder of the Building"** means the portion of the New Building(s) constructed on the Lands after the date of the Agreement(s) that does not comprise the New Secured Rental Portion of the Building;
- 1.49 **"Rent"** means "rent" as defined in Section 2 of the *Residential Tenancies Act*, 2006 and shall include charges for heat, electricity, gas and water, but not vehicle parking, internet and cable television. If heat and/or electricity and/or gas and/or water are not to be paid by the tenant, then the Rent will be adjusted downward using objective cost data, to the satisfaction of the Chief Planner in writing;
- 1.50 **"Rental Dwelling Unit"** means a Dwelling Unit which is rented or available for rent pursuant to the *Residential Tenancies Act* but does not include a condominium-registered unit, life-lease or co-ownership unit as defined in Chapter 667 of the Toronto Municipal Code;

- 1.51 "**Residential Tenancies Act, 2006**" means the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, as amended or any successor legislation;
- 1.52 "**Site Plan Agreement**" means an agreement between the Owner and the City in accordance with Section 114 of the *City of Toronto Act, 2006*, which provides amongst other things, for the approval of plans and drawings of the Development;
- 1.53 "**Site Plan Approval**" means the approval of plans and drawings of the Development issued by, and to the satisfaction of, the Chief Planner pursuant to Section 114 of the *City of Toronto Act, 2006* and registration of the associated Site Plan Agreement for the Lands;
- 1.54 "**Shelter Cost**" means the rent and the costs of electricity, heat, water and other municipal services paid by a tenant household for a Rental Dwelling Unit;
- 1.55 "**South-West Parcel**" means the phase of Development as defined in Section 2.1 of this Agreement;
- 1.56 "**S/W Building**" means the portion of the Development as defined in Section 2.3 of this Agreement;
- 1.57 "**Tarion Bulletin 22**" means the bulletin issued by the [Ontario New Home Warranty Program](#) on November 15, 1989, which explains the method for uniform calculation of unit floor area;
- 1.58 "**Tenancy Agreement Clauses**" means the clauses which are to form part of any [Residential Tenancy Agreement](#) (Standard Form of Lease) pursuant to the *Residential Tenancies Act* entered into between the Owner and each tenant during the Fifteen (15) Year Period for the New Secured Affordable Rental Units, which are attached hereto as Appendix 1, subject to any amendments agreed to in writing by the Chief Planner;
- 1.59 "**Tenant Access Plan**" means the eligibility criteria and verification measures for selecting tenant households to occupy the New Secured Affordable Rental Units within the New Building(s) in accordance with Section 8;
- 1.60 "**Toronto Building**" means the Division, headed by the Chief Building Official, within the City of Toronto responsible for: reviewing applications to demolish, alter, or construct buildings; issuing building permit applications; conducting inspections; and ensuring compliance with the Building Code; and
- 1.61 "**Zoning By-law Amendment(s)**" mean(s) the proposed Zoning By-law Amendment(s) substantially in the form satisfactory to the City and the Owner.

## SECTION 2 - NEW SECURED AFFORDABLE RENTAL UNITS

### *General*

- 2.1 The "North-East Parcel" and the "South-West Parcel" are defined as the proposed mixed-use developments to be constructed on Parcel A and Parcel B, respectively, as shown on Diagram 1 of the Zoning By-law Amendments;

- 2.2 The "N/E Tower" which is to be located within the North-East Parcel is defined to be that portion of the building with a maximum height of 20 storeys above finished ground; and
- 2.3 The S/W Building means the rental portion of building to be located within the South-West Parcel.

*New Secured Affordable Rental Units to be provided on the Lands*

- 2.4 The Owner covenants and agrees to apply for Building Permits and to construct the New Secured Affordable Rental Units and all related facilities on the Lands, on a phased basis and in accordance with the following:
  - (a) The New Secured Affordable Rental Units shall have a total Net Leasable Area of a minimum of 2,648 square meters and there is no requirement for the Net Leasable Area to exceed 2,648 square meters;
  - (b) A minimum of 976 square meters of Net Leasable Area shall be provided as New Secured Affordable Rental Units in the Tower within the North-East Parcel;
  - (c) A minimum of 1,626 square meters of Net Leasable Area shall be provided as New Secured Affordable Rental Units in the Tower within the South-West Parcel;
  - (d) Not used;
  - (e) The Owner shall maintain the New Secured Affordable Rental Units in contiguous groupings of at least six (6) Rental Dwelling Units; and
  - (f) Any changes to the above shall be to the satisfaction of the Chief Planner.

*Provision of New Secured Affordable Rental Units*

- 2.5 Prior to Site Plan Approval of the N/E Tower or the S/W Building, as the case may be, the Owner shall provide architectural floor plans illustrating the location, unit type and size of the New Secured Affordable Rental Units with such New Building, all to the satisfaction of the Chief Planner, provided:
  - (a) No New Secured Affordable Rental Units will be required to be located on the 11th floor or higher within the N/E Tower to be located in the North East Parcel; and
  - (b) No New Secured Affordable Rental Units will be required to be located on the 7th floor or higher in the S/W Building.
- 2.6 The Owner covenants and agrees to construct (or cause the construction of), provide and maintain on the Lands a minimum of 40 New Secured Affordable Rental Units. The New Secured Affordable Rental Units, subject to the maximum Net Leasable Areas set out in Section 2.4, will include a minimum of the following within each parcel, with any changes to subject to the satisfaction of the Chief Planner:
  - (a) At least forty percent (40%) of the New Secured Affordable Rental Units shall be provided as two-bedroom units and three-bedroom units;

- (b) At least ten percent (10%) of the New Secured Affordable Rental Units shall be provided as three-bedroom units; and
- (c) At least three (3) of the New Secured Affordable Rental Units shall be Accessible Rental Units.

*Timing to Construct the New Secured Affordable Rental Units*

- 2.7 The Owner covenants and agrees that the New Secured Affordable Rental Units to be provided in the Tower in the North-East Parcel shall be made available for occupancy no later than the date by which 70% of the dwelling units in the Tower in the North-East Parcel, excluding the New Secured Affordable Rental Units, are made available for occupancy.
- 2.8 The Owner covenants and agrees that the New Secured Affordable Rental Units to be provided in the South-West Phase shall be made available for occupancy no later than the date by which 70% of the dwelling units in the South-West Parcel, excluding the New Secured Affordable Rental Units, are made available for occupancy.

*Provision of Facilities and Amenities*

- 2.9 The Owner covenants and agrees to provide tenants occupying any of the New Secured Affordable Rental Units with access to and the use of all facilities and amenities listed below. All of which are to be available to the tenants of the New Secured Affordable Rental Units at no charge, except as specifically provided herein:
  - (a) Bicycle parking spaces shall be provided in accordance with the Zoning By-law Amendment(s) and shall be made available to all tenants of the New Secured Affordable Rental Units of each the N/E Tower and the S/W Building, on a first-come first-serve basis, at no charge, subject to the terms and conditions for renting a designated bicycle parking space in accordance with Section 4.8;
  - (b) Vehicle parking spaces shall be provided in accordance with the Zoning By-law Amendments, and shall be made available to all tenants of the New Secured Affordable Rental Units of the N/E Tower and S/W Building, on a first-come first-serve basis, subject to the terms and conditions for renting a designated vehicle parking space in accordance with Section 4.8;
  - (c) Visitor parking spaces shall be provided in accordance with the Zoning By-law Amendment(s) and will be made available to all tenants of the New Secured Affordable Rental Units of the N/E Tower and the S/W Building, on a first-come first-serve basis on the same terms and conditions as the residents of the subject Remainder of the Building;
  - (d) Storage lockers shall be provided and made available to tenants of the New Secured Affordable Rental Units, on a first come first served basis, the terms and conditions for renting designated storage lockers shall be in accordance with

Section 4.9 and the number of storage lockers available will be equal to a minimum of 75% of the New Secured Affordable Rental Units;

- (e) Ensuite laundry facilities shall be provided in each of the New Secured Affordable Rental Units at no charge;
- (f) Air conditioning shall be provided in each of the New Secured Affordable Rental Units subject to utility charges.
- (g) All indoor amenities within the each of N/E Tower and S/W Building shall be available for casual and everyday use to the tenants of the New Secured Affordable Rental Units on the same terms and conditions as such amenities are made available to residents of each Remainder of the Building.
- (h) All outdoor amenity space to be provided in accordance with the Zoning By-law Amendment(s) shall be available for casual and everyday use by the tenants of the New Secured Affordable Rental Units at no additional cost, and will be provided on the same terms and conditions as such amenities are made available to residents of each Remainder of the Building(s).
- (i) Notwithstanding, the 2.8(g) and 2.8 (h), tenants of the New Secured Affordable Rental Units may be charged reasonable, ordinary and customary charges for the private booking of a party room, guest suite, or other similar specific services or amenities, if any, provided the amount of such charges do not exceed the amounts charged to residents of the subject Remainder of the Building for the use of such services or amenities, if any.

### **SECTION 3 - SUMMARY OF RENTAL TENURE PROVISIONS**

#### *New Secured Affordable Rental Units to be Maintained as Rental Housing*

- 3.1 Subject to Section 3.2 below, the Owner covenants and agrees to provide and maintain the New Secured Affordable Rental Units as Rental Dwelling Units during the New Secured Rental Period, to the satisfaction of the Chief Planner.
- 3.2 The Owner covenants and agrees that, during the New Secured Rental Period, it shall not:
  - (a) Apply to convert any New Secured Affordable Rental Units to a non-Rental Dwelling Unit purpose;
  - (b) Demolish any New Secured Affordable Rental Units without replacement to the satisfaction of the Chief Planner;
  - (c) Apply for approval of a Description in accordance with the *Condominium Act*, with respect to any New Secured Affordable Rental Units, or
  - (d) Register the New Secured Affordable Rental Units under the *Condominium Act* or any other form of ownership tenure, such as life lease or co-ownership as defined



in Toronto Municipal Code Chapter 667 that provides a right to exclusive possession of a New Secured Affordable Rental Unit.

- 3.3 The Owner covenants and agrees that, following the expiration of the New Secured Rental Period, the Owner shall continue to provide and maintain the New Secured Affordable Rental Units as Rental Dwelling Units by a single residential landlord and will generally maintain the New Secured Affordable Rental Units to the satisfaction of the Chief Planner, until such time as the Owner has applied for and has obtained final approval of:
- (a) A zoning by-law amendment to amend the Zoning By-law Amendment(s) so as to delete the requirement that the New Secured Affordable Rental Units be provided and maintained as Rental Dwelling Units;
  - (b) An official plan amendment and zoning by-law amendment to amend any other applicable policies and provisions which are in force and effect at that time which might otherwise prevent the conversion or demolition of such New Secured Affordable Rental Units; and
  - (c) Any and all permissions and/or approvals that may be required under any other applicable by-law(s) and statute(s) or regulations which restrict or regulate the demolition or conversion of Rental Dwelling Units on the Lands.
- 3.4 Despite any application for, or approval of, a Description under the *Condominium Act* in accordance with Sections 3.2 and 3.3 above, the Owner covenants and agrees that the New Secured Affordable Rental Units shall remain as Rental Dwelling Units unless, and until such time as, the Owner has applied for and obtained final approval of a zoning by-law amendment together with such other permission(s) as described in Sections 3.2 and 3.3.
- 3.5 The Parties agree that the provisions of Sections 3.2 to 3.4 above shall not be construed as to imply that any approvals identified therein have been predetermined in any manner by the City.
- 3.6 The Parties agree that notwithstanding anything contained in this Agreement, upon the provision of the New Secured Affordable Rental Units within the subject New Building:
- (a) the covenants, easements, restrictions, rights, duties, provisos, conditions and obligations (the "Obligations") of this Agreement, including but not limited to, Sections 3.1 to 3.4 above, shall apply only to the owner of the subject New Building containing such New Secured Affordable Rental Building;
  - (b) such Obligations are neither joint or several, nor joint and several; and
  - (c) if such an owner is liable for any cost expense or liability arising under this Agreement, each such owner shall be liable only for those costs, expenses, and liabilities arising out of its Obligations herein.

#### **SECTION 4 - TERMS AND CONDITIONS FOR SETTING RENTS**

##### *General Provisions*

- 4.1 The New Secured Affordable Rental Units shall be provided and maintained by the Owner at its own expense, with Rents subject to the following terms:
- (a) The Parties acknowledge and agree that the basis for establishing the Rent for the New Secured Affordable Rental Units (the "Affordable Rent") for the initial Fifteen (15) Year Period is Rent that is at or below one (1) times the CMHC Rent, by unit type, inclusive of all basic utility costs for heat, electricity, gas and water;
  - (b) The Parties acknowledge that the Owner intends to provide for individual metering of some or all of the utilities for the New Secured Affordable Rental Units, such that the tenants will be responsible for payment of their own costs for some or all of the heat, electricity, gas and water utility charges for their respective New Secured Affordable Rental Unit; or
  - (c) The Owner may elect to bulk meter all of the basic utilities and include the costs in the Rents to be charged to tenants, such that the Owner would be responsible for direct payment of heat, electricity, gas and water utility charges.
  - (d) If utilities are not included in the rent for a New Secured Affordable Rental Unit, then the rent will be adjusted based on objective cost data provided by or on behalf of the Owner to the satisfaction of the Chief Planner.

*Initial Rent*

- 4.2 The Parties acknowledge and agree that the Initial Rent for a First Tenant of a New Secured Affordable Rental Unit shall not exceed an amount that is one (1) times the most recent CMHC Rent, by unit type, less any adjustments if such a First Tenant is paying directly for any of the basic utility costs for heat, electricity, gas and water.
- 4.3 The Parties acknowledge and agree that the general intent of provisions in the Agreement(s) for setting maximum Rents apply to the New Secured Affordable Rental Units for an initial Fifteen (15) Year Period. If during the Fifteen (15) Year Period:
- (a) A New Secured Rental Affordable Unit becomes vacant and is re-rented to a New Tenant, the Rent for such New Tenant shall not exceed an amount that is one (1) times the most recent CMHC Rent, by unit type, less any adjustments if such tenant is paying directly for any of the basic utility costs for heat, electricity, gas and water.

*Rent increases*

- 4.4 The Parties acknowledge and agree that during the initial Fifteen (15) Year affordability period rent may be escalated annually by not more than the Guideline.
- 4.5 The Parties acknowledge and agree that after the initial Fifteen (15) Year affordability period has expired rent may be escalated annually in accordance with applicable Provincial law and without any reference to the Agreement(s).
- 4.6 The Parties acknowledge and agree that if a New Secured Affordable Rental Unit becomes vacant after the Fifteen (15) Year Period then the Rent upon re-letting the New

Secured Affordable Rental Unit shall be established in accordance with applicable Provincial law and without any reference to the Agreement(s).

*Other charges*

- 4.7 The Owner covenants and agrees that, if a tenant takes occupancy of a New Secured Affordable Rental Unit during the Fifteen (15) Year Period, there shall be no other mandatory extra charges added to the Rent for facilities and services such as ensuite laundry facilities. Extra charges shall only be permitted for optional services that the tenant is free to turn down, such as television, internet, storage, and vehicle parking.
- 4.8 The Owner covenants and agrees that the vehicle parking made available to tenants of the New Secured Affordable Rental Units shall be provided to tenants on the same basis and terms, as are provided to the tenants of the subject Remainder of the Building during the Fifteen (15) Year Period:
- (a) The monthly rate may be increased on an annual basis thereafter, by not more than the Guideline; and
- 4.9 The Owner covenants and agrees that tenants in the New Secured Affordable Rental Units will be provided equal opportunity to rent a storage locker on a first-come-first-serve basis on the same basis and terms as such are provided to tenants of the subject Remainder of the Building during the Fifteen (15) Year Period. The monthly rate to rent the storage locker may be increased on an annual basis thereafter, by not more than the Guideline.

**SECTION 5 - TENANT ACCESS PLAN**

- 5.1 The Parties acknowledge and agree that the purpose of the Tenant Access Plan is to ensure that New Secured Affordable Rental Units are provided to tenant households in need of affordable rental accommodation.
- 5.2 The Owner covenants and agrees to develop the Tenant Access Plan at least six (6) months in advance of any New Secured Affordable Rental Units within the development being made available for rent to the general public, in consultation with and to the satisfaction of the Chief Planner, in accordance with sections 5.3 to 5.7 below.
- 5.3 The Owner covenants and agrees to screen and select tenant households for the New Secured Affordable Rental Units using the following eligibility criteria and verification measures throughout the Fifteen (15) Year Period:
- (a) A prospective tenant household shall be considered eligible for a New Secured Affordable Rental Unit at the time any lease for such a unit is first entered into as part of its lease application process if they meet the following conditions:
- (i) The total pre-tax income of the household during the previous year, as determined through the most recently completed Income Tax Return of each household member, does not exceed four times (4X) the annual Shelter Cost for the unit (at least 25% of the household's income is spent on shelter);
- (ii) Not used;

- (iii) The New Secured Affordable Rental Unit has no bedrooms that are unoccupied (two-bedroom units shall be provided to households comprised of at least two people and three-bedroom units shall be provided to households comprised of at least three people);
  - (iv) Not used;
  - (v) Members of the household do not have familial, financial, or occupational ties to the Owner or the manager(s) of the New Secured Rental Portion of the Building.
- 5.4 The Owner covenants and agrees to collect the following documentation from each Household Maintainer within a prospective tenant household for the purposes of assessing their eligibility for a New Secured Affordable Rental Unit:
- (a) Copy of most recent Notice of Assessment from the Canada Revenue Agency;
  - (b) Copies of most recent pay stubs for at least three months (if employed);
  - (c) Copy of recent Ontario Works cheque stub or letter from the Ministry of Children, Community and Social Services stating the gross amount of financial assistance received per month (if applicable); and
- 5.5 The Owner covenants and agrees to consult with the Chief Planner and the appropriate City divisions and offer 15% the New Secured Affordable Rental Units to tenant households on the City's Centralized Waiting List or Rental Housing Demolition Application Wait List prior to making such New Secured Affordable Rental Units available for rent to the general public. The Owner, in consultation with the Chief Planner, will select all tenants and tenant households, subject to the Tenant Access Plan and subject to the criteria in Section 5, and the *Residential Tenancies Act, 2006*.
- 5.6 The Owner covenants and agree to make reasonable efforts, to the satisfaction of the Chief Planner, to ensure, whenever possible, that any Accessible Rental Units are made available to tenant households with one or more household members with special needs, such as a physical and/or mental limitation.
- 5.7 The Owner shall offer all available New Secured Affordable Rental Units to the public on a fair and open basis, consistent with general practices within the rental market, subject to the provisions of the Agreement(s) with leases of not less than one (1) year term.

## **SECTION 6 - REPORTING AND MONITORING**

### *List of New Secured Affordable Rental Units*

- 6.1 At the time of initial occupancy of the New Secured Affordable Rental Units, the Owner agrees to submit a table to the Chief Planner which designates the New Secured Affordable Rental Units by building address and unit number, identifies each unit's bedroom type and floor area, and specifies the Initial Rent and any vehicle parking and/or storage charges, if any.

*Updating List*

- 6.2 Should the New Secured Rental Portion of the Building be sold within the New Secured Rental Period, the new owner shall update list required in Section 6.1 above and provide the updated list to the Chief Planner dated one (1) year after the closure of the sale of the New Secured Rental Portion of the Building.
- 6.3 At the request of the Chief Planner from time to time, the Owner agrees to update the list in Sections 6.1 as appropriate, and submit it to the Chief Planner.

*Tenancy Agreement Clauses*

- 6.4 The Owner covenants and agrees that all tenancy agreements for the New Secured Affordable Rental Units beginning during the Fifteen (15) Year Period will contain the information contained in the Tenancy Agreement Clauses in G of the Agreement(s) to the satisfaction of the Chief Planner.

**SECTION 7 - OTHER RENTAL HOUSING MATTERS**

*Easements and Access to Services and Facilities*

- 7.1 Upon a Description being registered for the Remainder of the Building(s) the Owner shall, at nominal cost, convey easements of indefinite term to the owner of the New Secured Rental Portion of the Building(s) to the satisfaction of the Chief Planner in writing, to secure access to, and enjoyment of, all common areas, utility and mechanical areas, areas required for ingress and egress, vehicle and bicycle parking areas (visitor and resident), and indoor and outdoor amenity areas as provided for in the Agreement(s), including visitors of same.

## APPENDIX 1 TENANCY AGREEMENT CLAUSES

The purpose of the following additional lease clauses is to assist tenants who lease a New Secured Affordable Rental Unit during the Fifteen Year Period to understand their rights and how to protect them. Provisions in the Section 37 Agreement which the Owner entered into with the City of Toronto have an impact on tenants.

The clauses below are in addition to any standard clauses that the Owner uses in its leasing agreements, provided that such standard clauses may not conflict with these clauses. The substance of these clauses shall be included in each of the leases for each of the New Secured Affordable Rental Units for each tenancy that begins during the Fifteen Year Period, **including all renewal leases entered into for any tenancy that commenced during the Fifteen Year Period**. After the Fifteen Year Period, leases for new tenants need not include these clauses.

The final form of the lease shall be to the satisfaction of the Chief Planner, as the Parties acknowledge that the specific information to be given to the tenants may be revised, or explained in greater detail.

### **CLAUSES:**

This tenancy agreement is made pursuant to the terms of an agreement dated **[insert date of this agreement]** between **[insert name of owner of New Secured Affordable Rental Units]** (the "Landlord") and the City of Toronto under Section 37 of the *Planning Act* (the "Agreement"). This Agreement can be viewed in the offices of the Landlord upon request during normal business hours.

Your apartment is one of **NUMBER (##)** New Secured Affordable Rental Units in this building, all of which are being provided under the terms of the Agreement with the City of Toronto.

The Agreement with the City of Toronto requires the Landlord to pass on certain benefits to tenants of **[new address]** who enter into a tenancy agreement for a New Secured Affordable Rental Unit during the first fifteen (15) years of the new building's occupancy, before **[insert date that is 15 years after first occupancy date of the unit]**. Those benefits relate to your Initial Rent, future rent increases and any above Guideline increases to that rent and are as follows.

**The rents for all NUMBER (##) New Secured Affordable Rental Units include the basic utilities of heating, electricity, gas and water, as the owner is responsible for paying those charges.**

### **A. INITIAL RENT**

*[Choose the appropriate unit and rent types for each tenancy agreement.]*

This unit is a **[bachelor or one-bedroom or two-bedroom or three-bedroom]** New Secured Affordable Rental Unit and the Initial Rent for the unit pursuant to Subsection **4.2** of the Agreement shall be as follows:

- (a) For a bachelor unit, the initial rent shall not exceed [\$\_\_\_\_\_];
- (b) For a one-bedroom unit, the initial rent shall not exceed [\$\_\_\_\_\_];
- (c) For two-bedroom unit, the initial rent shall not exceed [\$\_\_\_\_\_];
- (d) For three-bedroom unit, the initial rent shall not exceed [\$\_\_\_\_\_];

## B. FUTURE RENT INCREASES

*[Include this clause in all leasing agreements]*

FOR ALL NEW TENANTS OCCUPYING A UNIT WITHIN THE INITIAL FIFTEEN (15) YEAR PERIOD

During the Fifteen (15) Year Period rents shall not increase by more than the provincial rent increase guideline after your first year of occupancy, unless there is a justifiable increase in operating costs or capital costs to the satisfaction of the Chief Planner.

After the Fifteen (15) Year Period (which ends [insert date that is 15 years after first occupancy date of the unit]) rents may be increased as permitted by the prevailing provincial legislation.

The Initial Rent, restriction on rents and rent increases are personal benefits to the Named Tenant(s) in this tenancy agreement. Therefore, the tenant(s) shall not assign, sublet or part with possession of the unit without the written consent of the Landlord, and such consent may be withheld at the sole discretion of the Landlord.

## C. EXTRA CHARGES

### 1. No mandatory extra charges

Other than standard utilities charges, there shall be no mandatory extra charges added on to the rents for facilities and services such as ensuite laundry. Any such extra charges shall be for optional services that the tenant is free to turn down.

### 2. Facilities

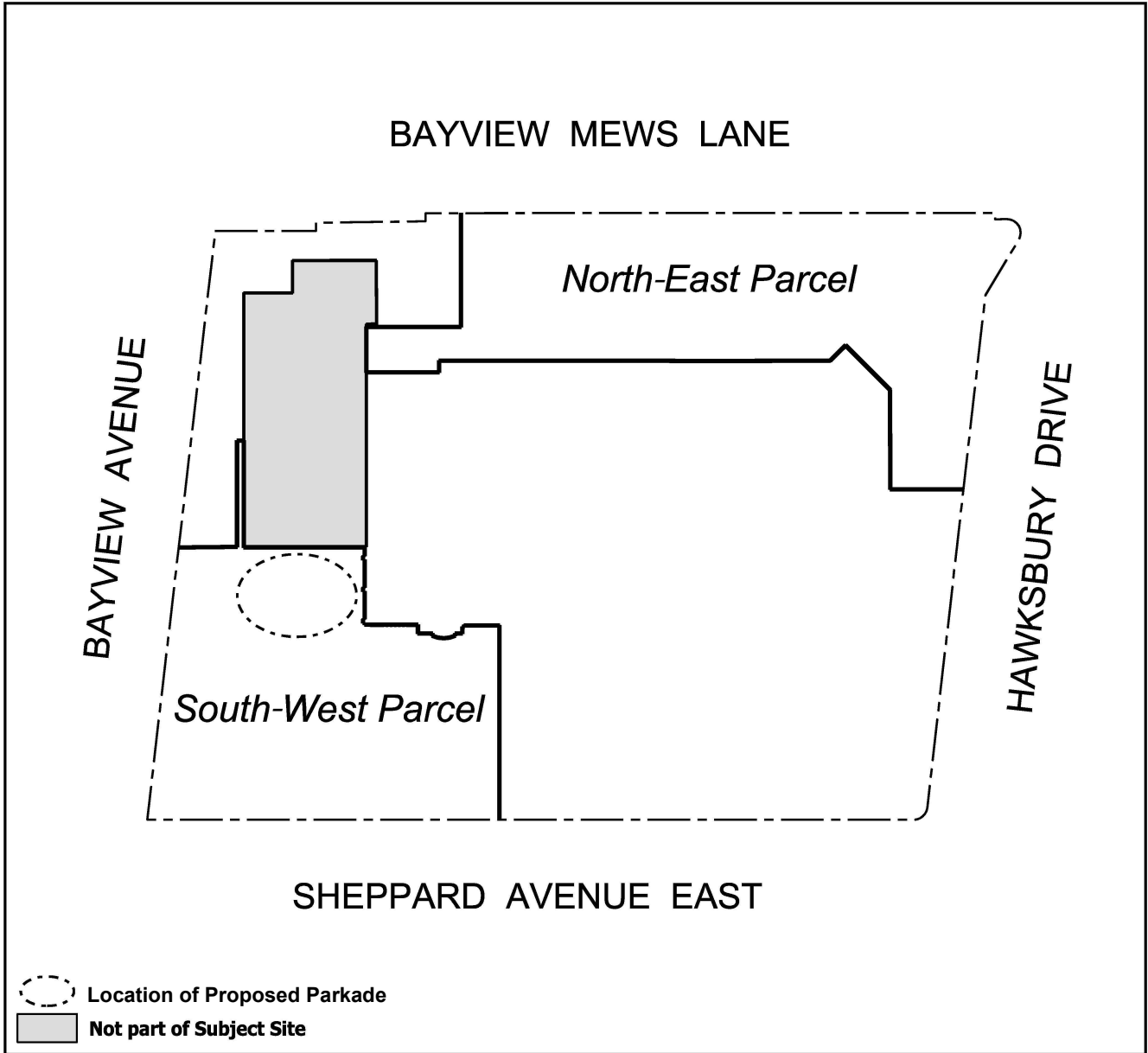
Number (##) rental vehicle parking spaces and rental bicycle parking spaces will be provided to tenants of the NUMBER (##) New Secured Affordable Rental Units on a first-come-first-serve basis.

For New Tenants, vehicle parking charges shall be no more than [\$\$\$] per month per each vehicle parking space beginning in the year [insert date of expected occupancy] and indexed thereafter on an annual basis to the Guideline until the end of the initial Fifteen (15) Year Period

Number (##) storage lockers will be provided to tenants of the xx (##) New Secured Affordable Rental Units on a first-come-first-serve basis.

For New Tenants, storage locker charges shall be no more than [\$\$] per month per each storage locker beginning in the year [insert date of expected occupancy] and indexed thereafter on an annual basis to the Guideline until the end of the initial Fifteen (15) Year Period.

For New Tenants, bicycle parking charges shall be no more than [\$\$\$] per month per each bicycle parking space beginning in the year [insert date of expected occupancy] and indexed thereafter on an annual basis to the Guideline until the end of the initial Fifteen (15) Year Period.



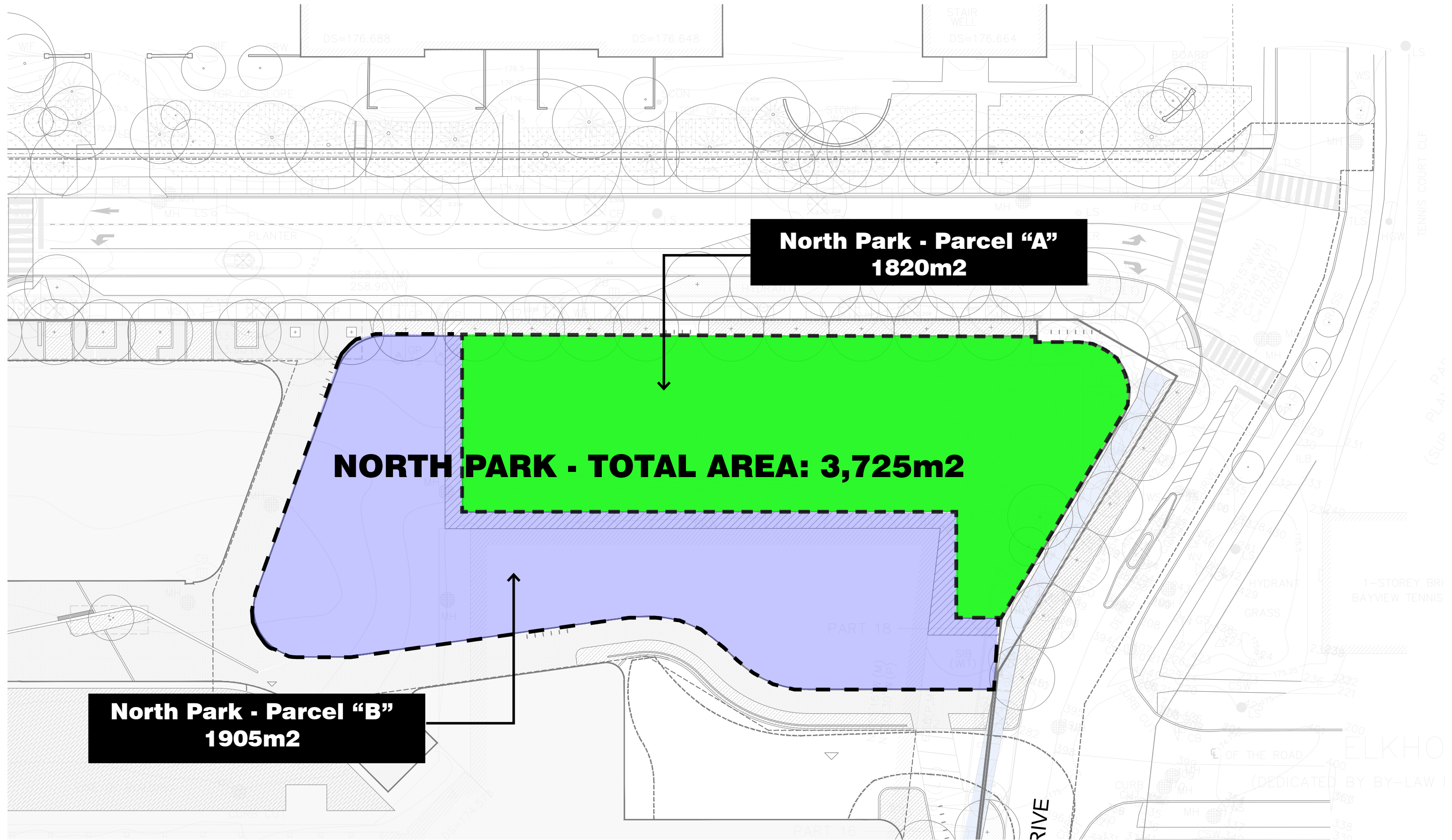
**Diagram 1**



Not to Scale



# Diagram 2: Bayview Village Park Conveyance | North Park

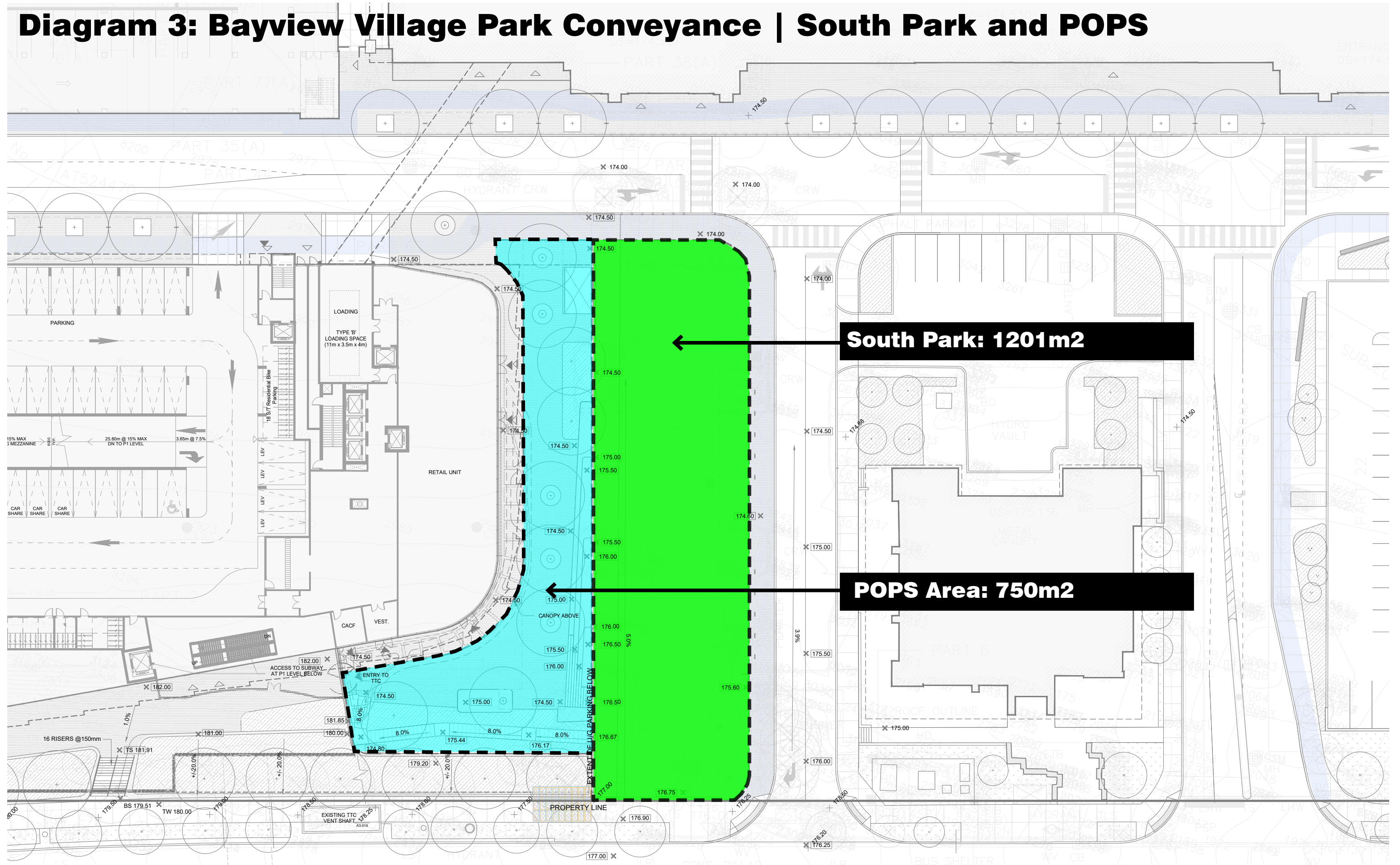


**North Park - Parcel "A"**  
**1820m2**

**NORTH PARK - TOTAL AREA: 3,725m2**

**North Park - Parcel "B"**  
**1905m2**

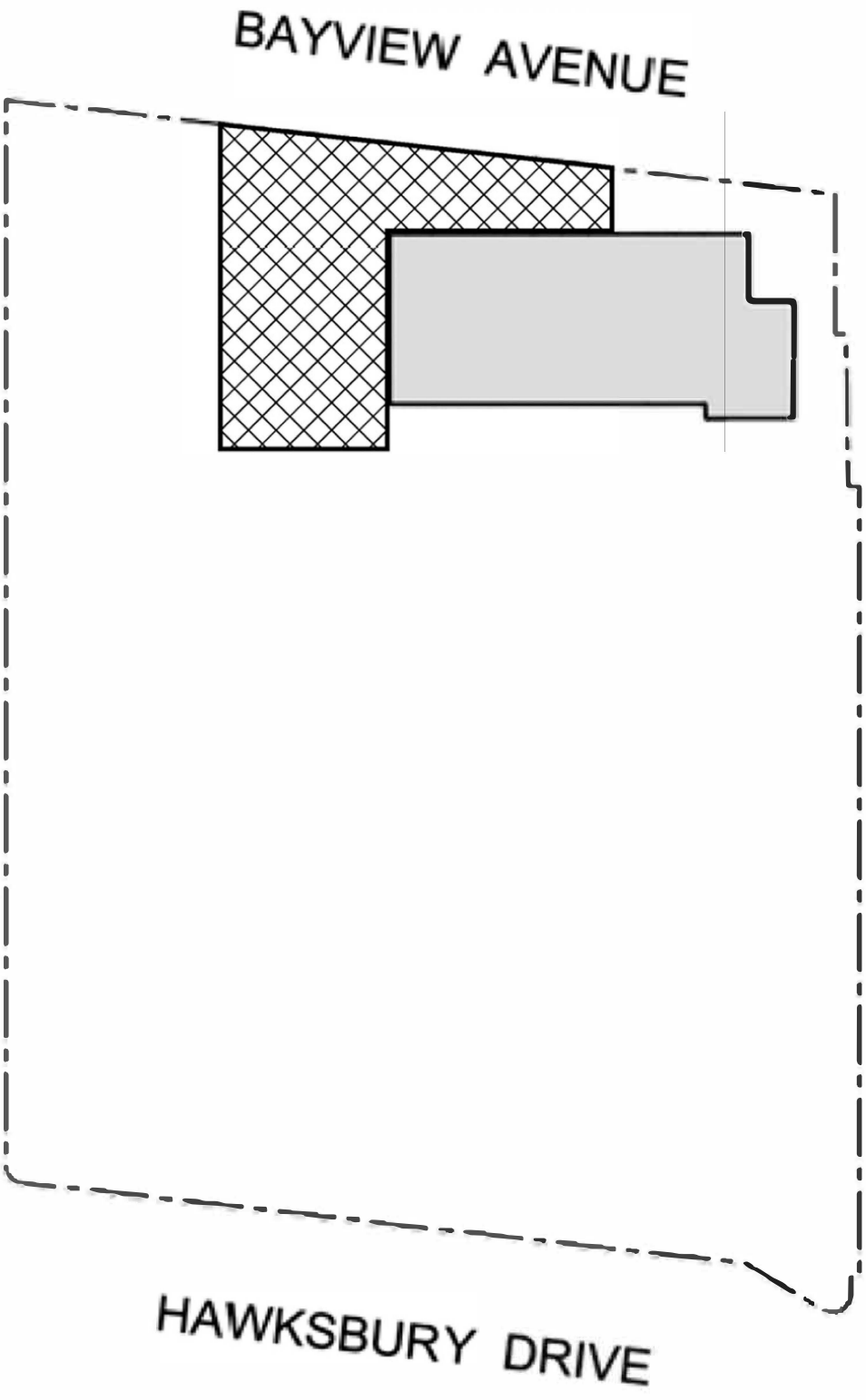
# Diagram 3: Bayview Village Park Conveyance | South Park and POPS



**South Park: 1201m2**

**POPS Area: 750m2**

BAYVIEW MEWS LANE



BAYVIEW AVENUE

HAWKSURY DRIVE

SHEPPARD AVENUE EAST

Not part of Subject Site

H-1 (being a portion of the lands subject to Instrument No. AT524470)

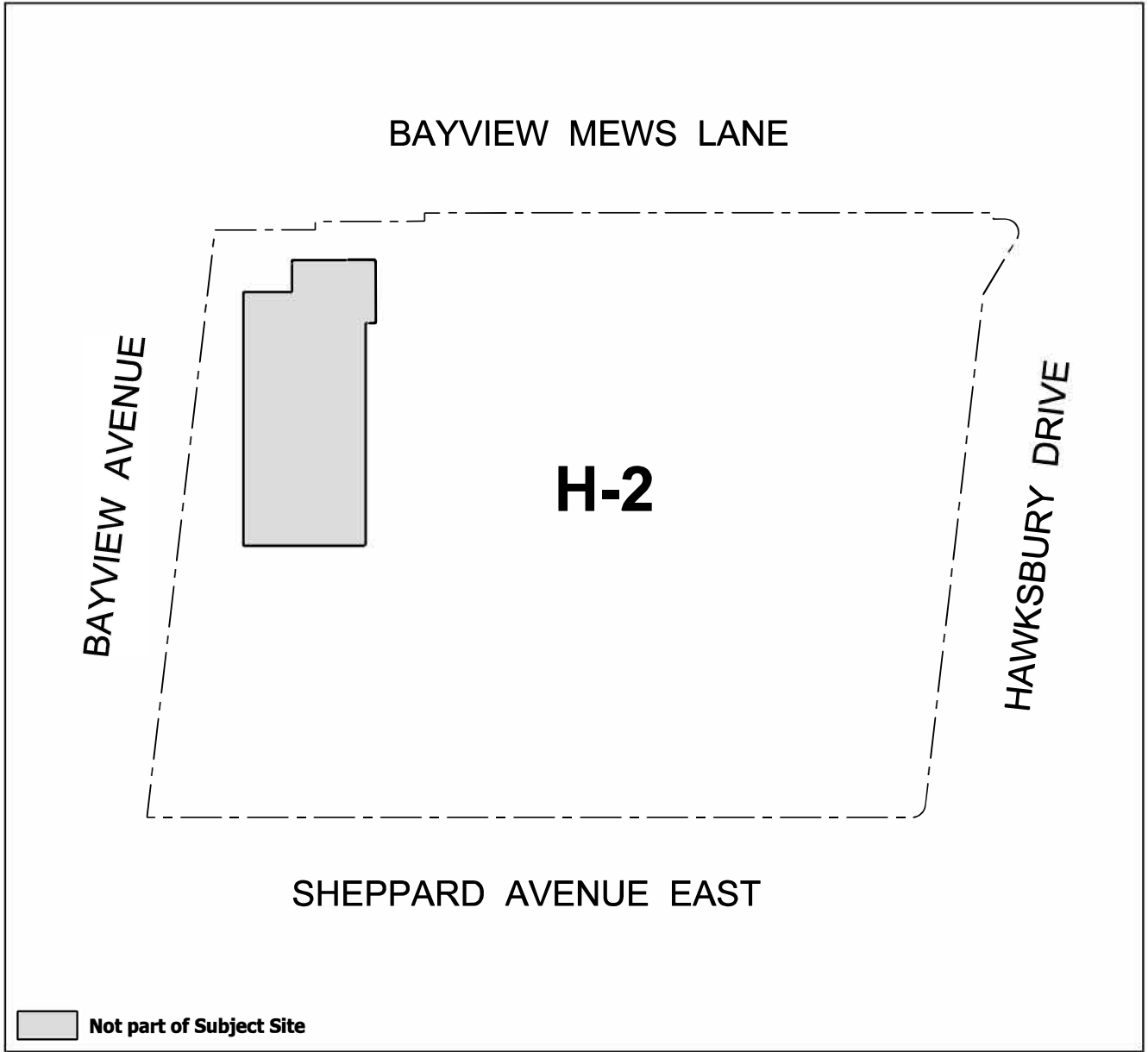


2901 Bayview Avenue & 630 Sheppard Avenue East

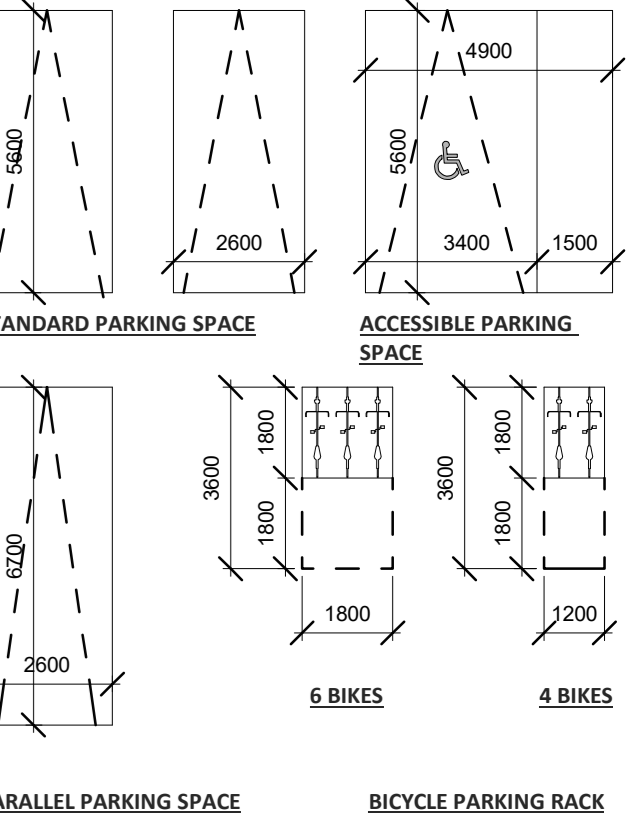
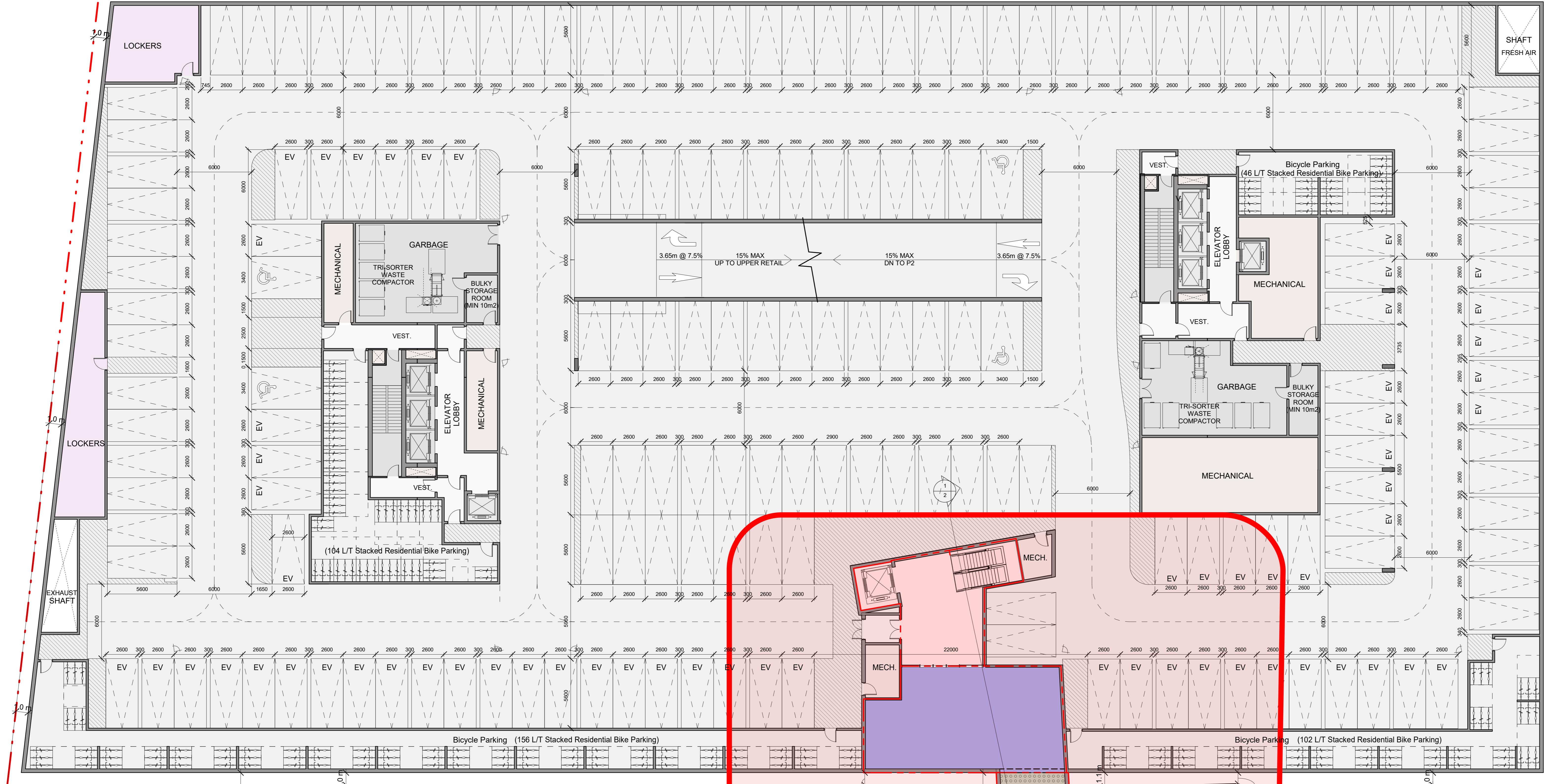
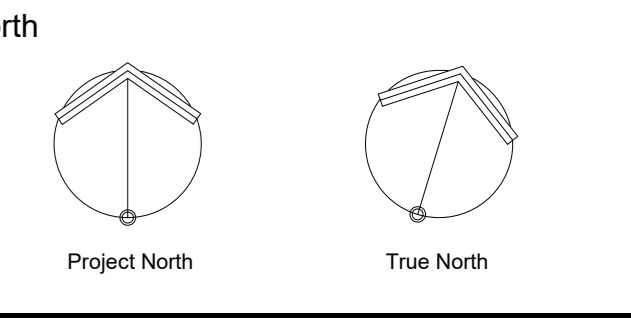
Diagram 4

Not to Scale

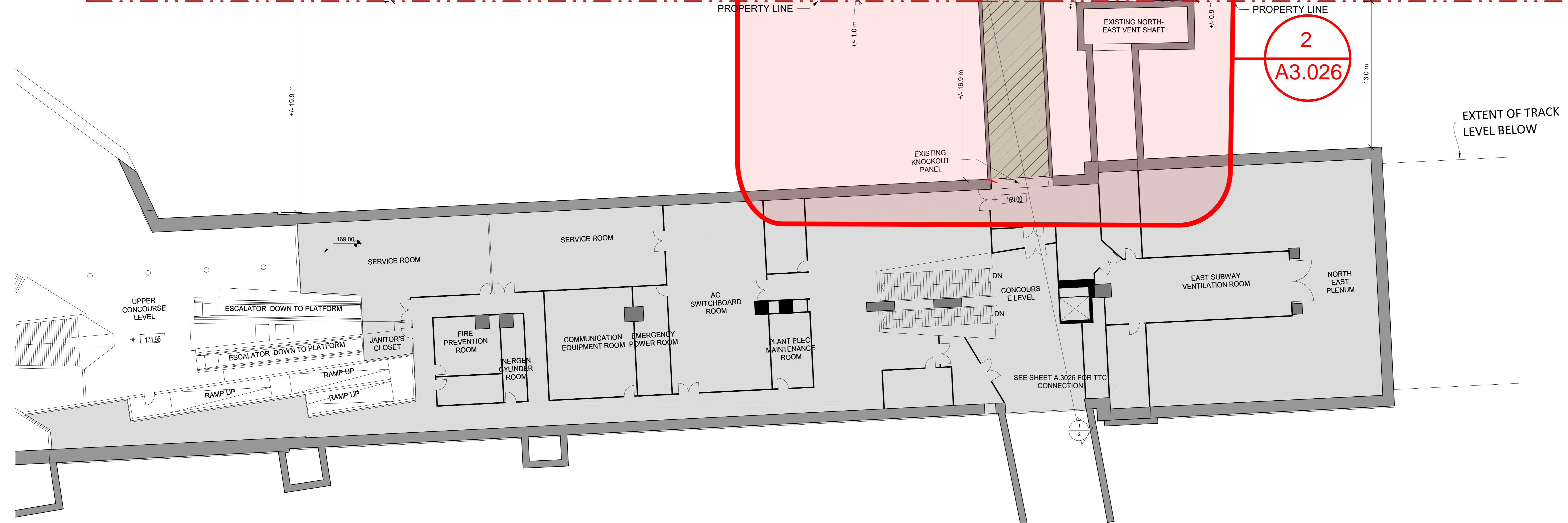




- General Notes:
- These Contract Documents are the property of the Architect. The Architect bears no responsibility for the interpretations of these documents by the contractor. Upon written application the Architect will provide written clarification or supplementary information regarding the intent of the Contract Documents. The Architect will review Shop Drawings submitted by the Contractor for design conformance only. Drawings are not to be scaled for construction. Contractor to verify all existing conditions and dimensions required to perform the Work and report any discrepancies with the Contract Documents to the Architect before commencing work.
  - Positions of exposed or finished mechanical or electrical devices, fittings, and fixtures are indicated on the Architectural drawings. The locations shown on the Architectural Drawing govern over the Mechanical and Electrical drawings. Those items not clearly located will be located as directed by the Architect.



1	Rev	Issue / Description	Aug 18, 2017	Date



Architect of Record:  
**HARIRI PONTARINI ARCHITECTS**  
 235 Carlaw Avenue  
 Suite 301  
 Toronto, Canada M4M 2S1  
 TEL: 416 929 4901  
 FAX: 416 929 8924  
 info@hp-arch.com  
 hariripontarini.com

Project Title:  
**BAYVIEW VILLAGE SOUTH-WEST DEVELOPMENT**  
 Address: TORONTO, ONTARIO

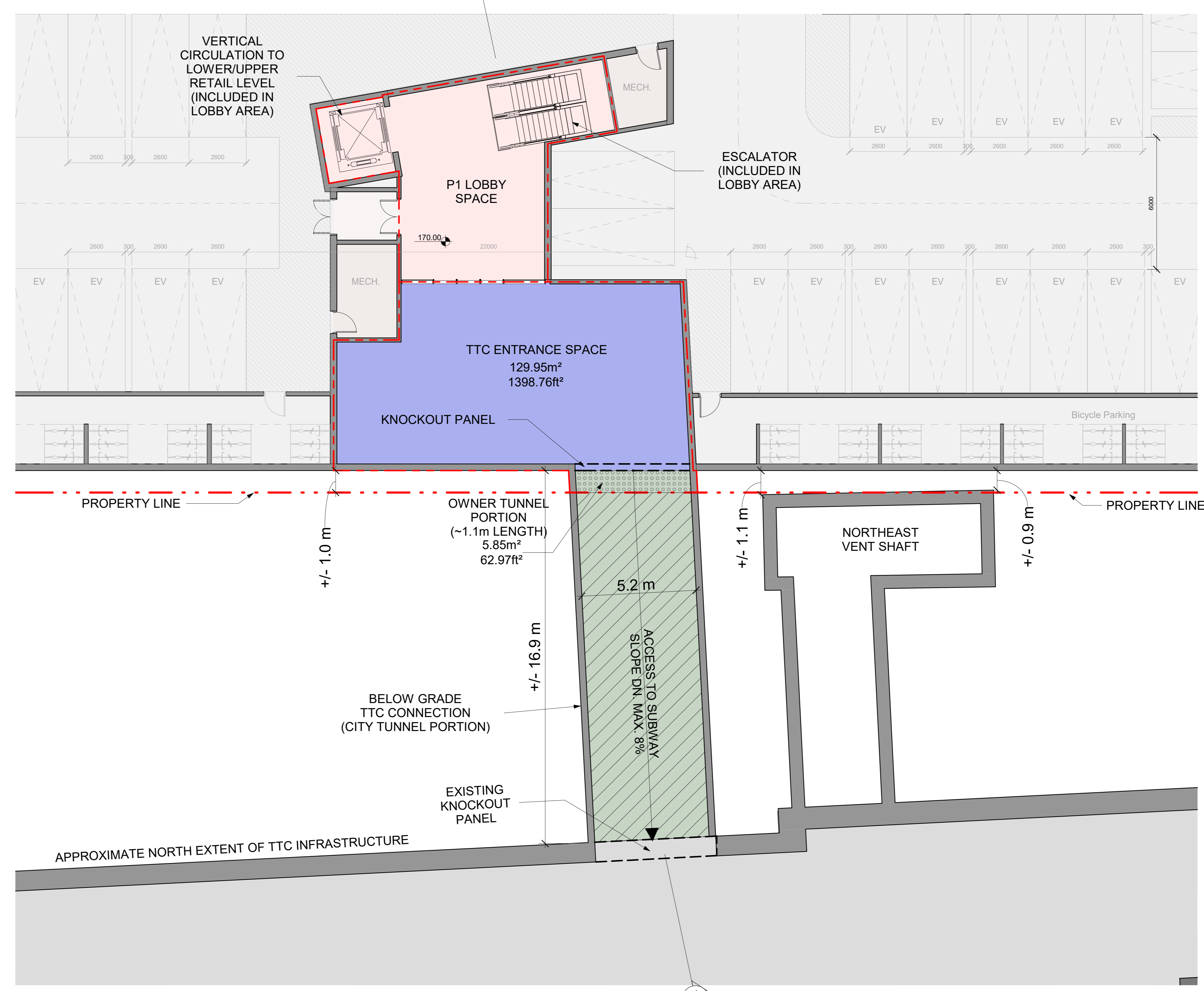
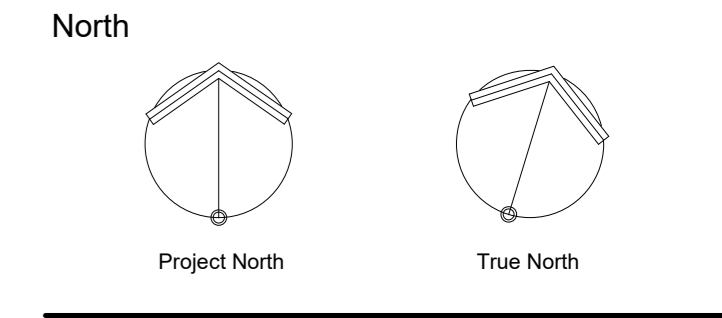
TTC CONNECTION

Project number: 1432  
 Scale: 1" = 150'  
 Date: 08/11/20  
 Drawn by: HPA

Drawing No.: Revision:

General Notes:

- These Contract Documents are the property of the Architect. The Architect bears no responsibility for the interpretations of these documents by the contractor. Upon written application the Architect will provide written clarification or supplementary information regarding the intent of the Contract Documents. The Architect will review Shop Drawings submitted by the Contractor for design conformance only. Drawings are not to be scaled for construction. Contractor to verify all existing conditions and dimensions required to perform the Work, and report any discrepancies with the Contract Documents to the Architect before commencing work.
- Positions of exposed or finished mechanical or electrical devices, fittings, and fixtures are indicated on the Architectural drawings. The locations shown on the Architectural Drawing govern over the Mechanical and Electrical drawings. Those items not clearly located will be located as directed by the Architect.



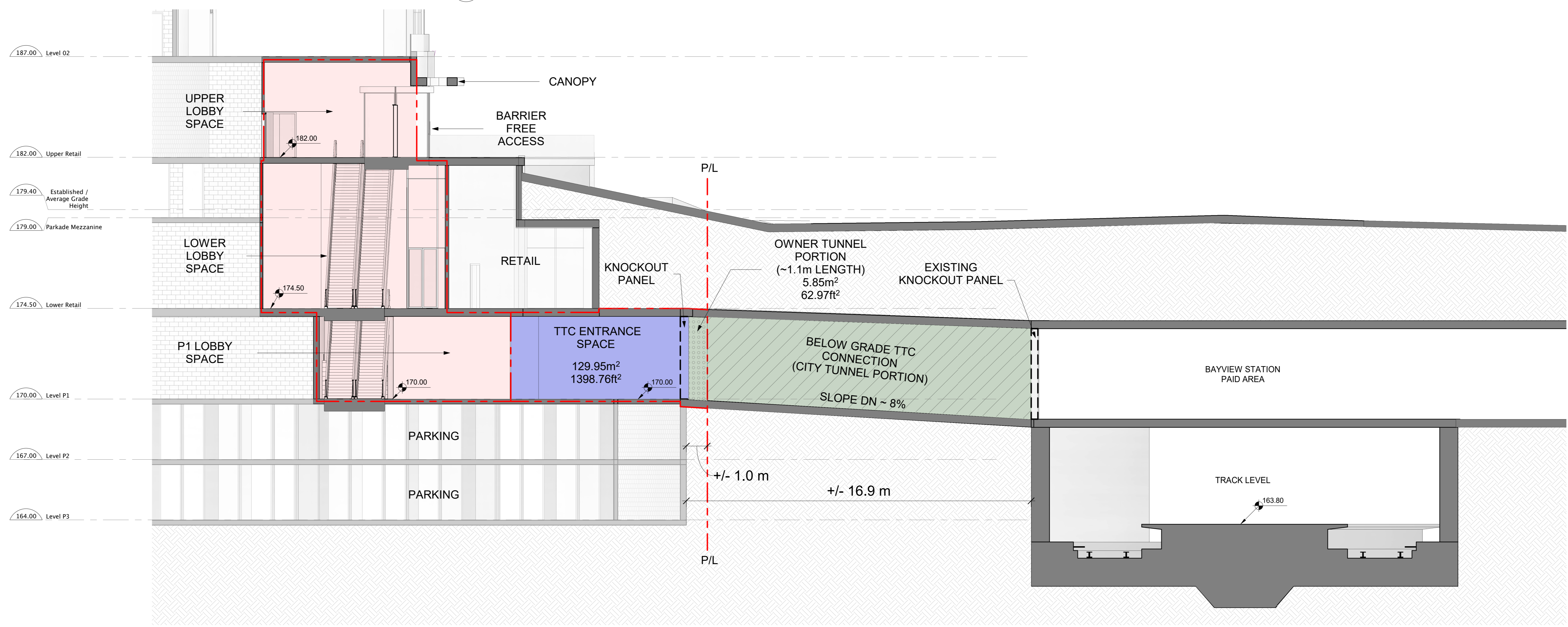
- ### LEGEND
- LOBBY SPACE
  - TTC ENTRANCE SPACE (129.95m<sup>2</sup> / 1398.76ft<sup>2</sup>)
  - BELOW GRADE TTC CONNECTION (CITY TUNNEL PORTION)
  - BELOW GRADE TTC CONNECTION (OWNER TUNNEL PORTION) (5.85m<sup>2</sup> / 62.97ft<sup>2</sup>)

NOTE: LOBBY SPACE, TTC ENTRANCE SPACE AND OWNER TUNNEL PORTION TO BE SUBJECT TO THE ACCESS EASEMENT

NOTE: PEDESTRIAN PATHWAY CONNECTING TO TTC ENTRANCE SPACE TO BE PROVIDED WITHIN A PORTION OF THE LOBBY SPACE

Rev	Issue / Description	Date
1		Aug 18, 2017

3  
2  
Level P1 - TTC Connection  
1:100



1  
2  
Section - TTC Connection  
1:100

Architect of Record:

**HARIRI PONTARINI ARCHITECTS**  
235 Carlaw Avenue  
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Toronto, Canada M4M 2S1  
TEL: 416 929 4901  
FAX: 416 929 8924  
info@hp-arch.com  
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Project Title:

**BAYVIEW VILLAGE SOUTH-WEST DEVELOPMENT**  
Address: TORONTO, ONTARIO

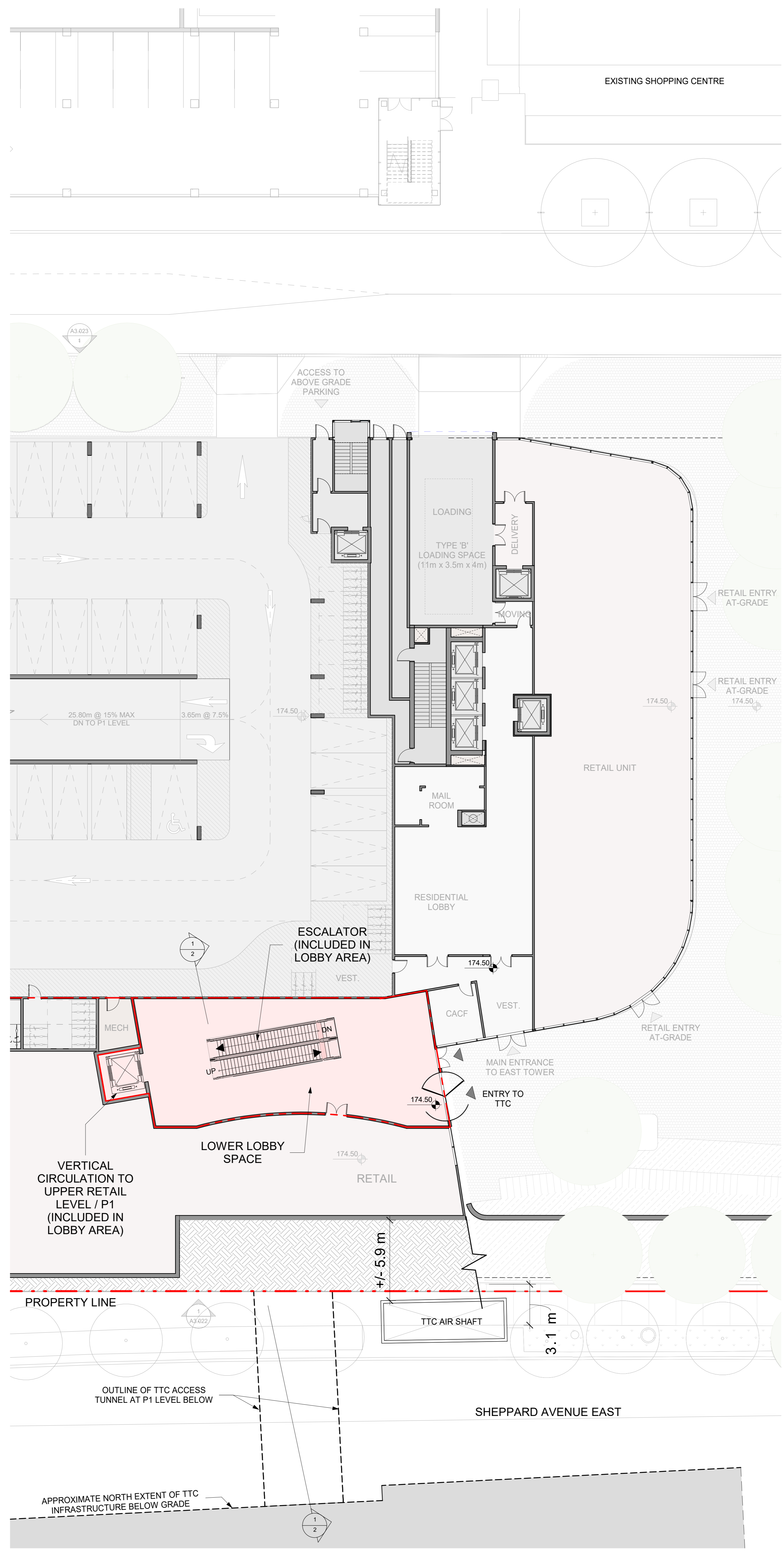
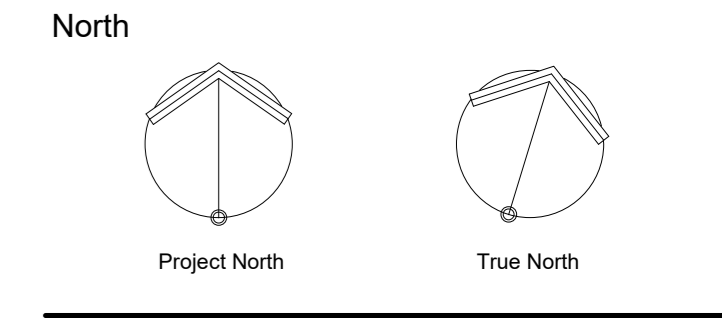
TTC CONNECTION

Project number: 1432  
Scale: 1:100  
Date: 08/11/20  
Drawn by: HPA

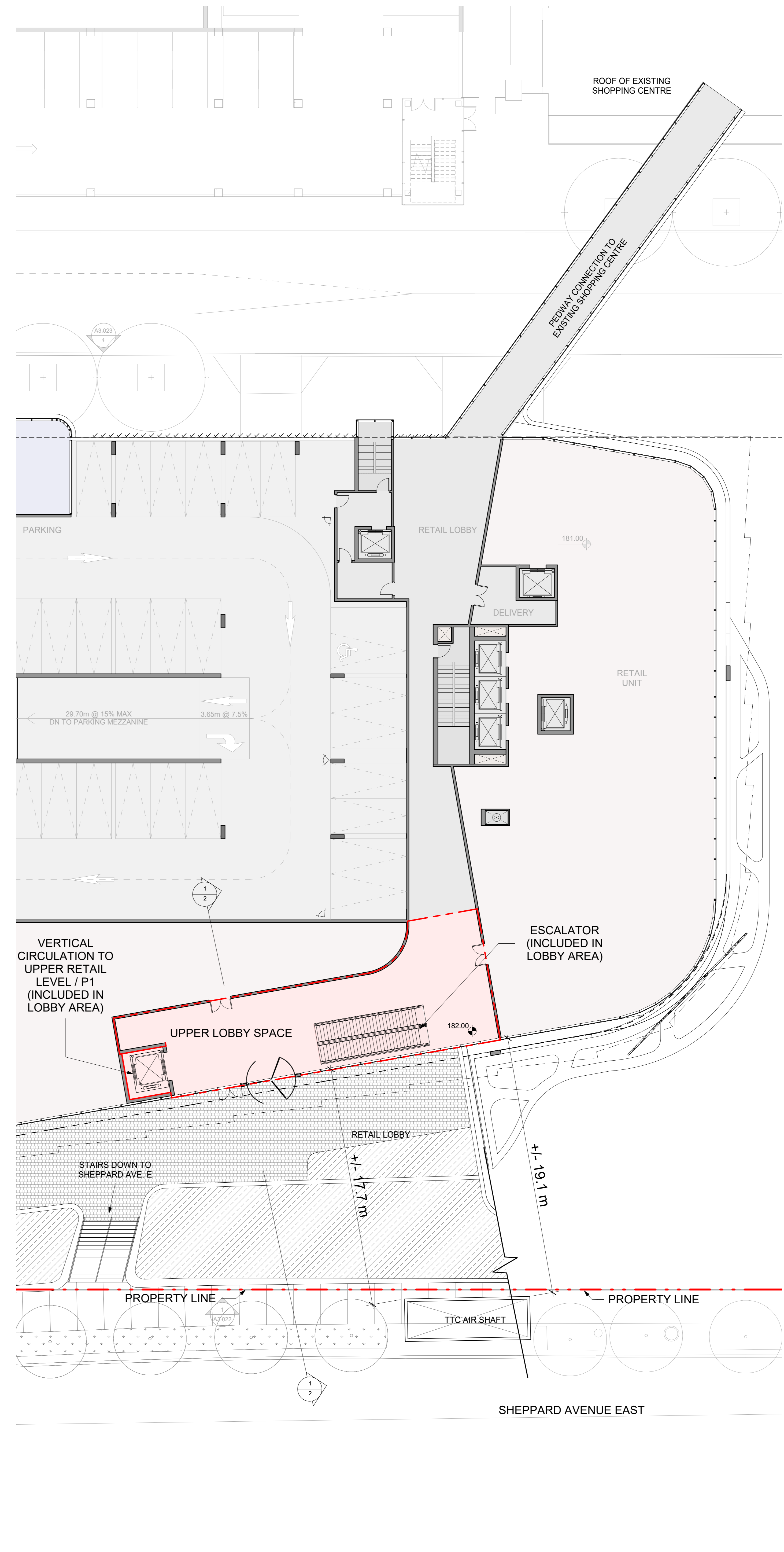
Drawing No.: Revision:

General Notes:

- These Contract Documents are the property of the Architect. The Architect bears no responsibility for the interpretations of these documents by the contractor. Upon written application the Architect will provide written clarification or supplementary information regarding the intent of the Contract Documents. The Architect will review Shop Drawings submitted by the Contractor for design conformance only. Drawings are not to be scaled for construction. Contractor to verify all existing conditions and dimensions required to perform the Work, and report any discrepancies with the Contract Documents to the Architect before commencing work.
- Positions of exposed or finished mechanical or electrical devices, fittings, and fixtures are indicated on the Architectural Drawings. The locations shown on the Architectural Drawings govern over the Mechanical and Electrical Drawings. Those items not clearly located will be located as directed by the Architect.



**2 Lower Retail - TTC Access**  
1:150



**1 Upper Retail - TTC Access**  
1:150

- ### LEGEND
- LOBBY SPACE
  - TTC ENTRANCE SPACE (129.95m<sup>2</sup> / 1398.76ft<sup>2</sup>)
  - BELOW GRADE TTC CONNECTION (CITY TUNNEL PORTION)
  - BELOW GRADE TTC CONNECTION (OWNER TUNNEL PORTION) (5.85m<sup>2</sup> / 62.97 ft<sup>2</sup>)
- NOTE: LOBBY SPACE, TTC ENTRANCE SPACE AND OWNER TUNNEL PORTION TO BE SUBJECT TO THE ACCESS EASEMENT
- NOTE: PEDESTRIAN PATHWAY CONNECTING TO TTC ENTRANCE SPACE TO BE PROVIDED WITHIN A PORTION OF THE LOBBY AREA

Rev	Issue / Description	Date
1		Aug 18, 2017

Architect of Record:  
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Project Title:  
**BAYVIEW VILLAGE SOUTH-WEST DEVELOPMENT**  
 Address: TORONTO, ONTARIO

**TTC CONNECTION**

Project number: 1432  
 Scale: As indicated  
 Date: 08/01/20  
 Drawn by: HPA  
 Drawing No.: Revision: