

McCarthy Tétrault LLP
PO Box 48, Suite 5300
Toronto-Dominion Bank Tower
Toronto ON M5K 1E6
Canada
Tel: 416-362-1812
Fax: 416-868-0673



Cynthia A. MacDougall
Direct Line: (416) 601-7634
Direct Fax: (416) 868-0673
Email: cmacdoug@mccarthy.ca

March 22, 2022

Without Prejudice/Confidential

City of Toronto c/o Legal Department
Legal Services
Metro Hall
26th Floor, 55 John Street
Toronto ON M5V 3C6

Attention: Mr. Ray Kallio
Solicitor

Dear Sirs/Mesdames:

Re: 954, 956, 958 Broadview Avenue and 72 Chester Hill Road
Settlement Offer with respect to the OPA and ZBA
Application No. 18 118403 STE 29 OZ and 19 125893 STE 14 OZ

We are the solicitors acting on behalf of DK Broadview Inc. (the "Owner") in connection with the above referenced applications ("Applications") for the lands municipally known as 954, 956 and 958 Broadview and 72 Chester Hill Road in the City of Toronto (the "Property"). The Applications were appealed to the Ontario Land Tribunal (the "Tribunal") by the Owner on July 20, 2021 (the "Appeals").

On December 17, 2021, an application for Site Plan Approval was filed, which included drawings dated December 17, 2021, prepared by Graziani + Corazza Architects (the "SPA Drawings"), reflecting a proposed building height of 16 storeys and the retention of the house (the "Chester Hill House") located on a portion of a property municipally known as 72 Chester Hill Road, (the "Chester Hill Property"), as well as minor adjustments to the lane widening.

This settlement offer as further described herein (the "March Settlement Offer") provides for a reduction in the building height of 14 storeys as reflected in the enclosed drawings, dated February 17, 2022, prepared by Graziani + Corazza (the "February Settlement Plans"). The February Settlement Plans are otherwise consistent with the SPA Drawings from a built form perspective, including the proposed lane widening, the details of which are shown on the drawings attached to the BA Group letter, dated December 7, 2021 (the "Concept Plan"). In addition this March Settlement Offer provides for a package of community benefits as outlined below.

The following is a summary of the initial application, as well as the November 2020 resubmission and this offer:

	Original Application	November 2020 Resubmission	March Settlement Offer
Height in storeys			
Overall Building	18	16	14
Rear Podium	6	4	4
Unit Total	214 (seniors living)	223	Approx. 197 (excl. house at 72 Chester Hill)
FSI	3.9	3.3	2.9

Settlement Offer

The terms and conditions of this March Settlement Offer are as follows:

1. The Owner and the City of Toronto will jointly request that the Tribunal convene a hearing at the earliest practicable opportunity, and at such hearing jointly request that the Tribunal issue a decision to approve (subject to Section 5 below addressing conditions to be met prior to the Tribunal's final order) an Official Plan amendment and Zoning By-law amendments (i.e. in respect of each of By-laws 438-86, 569-2013 and By-law 6752 of the former Township of East York, as amended), which would permit the construction and use of a mixed use development substantially in accordance with the February Settlement Plans, subject to the following conditions:
 - (a) a maximum overall height of 14 storeys (46.0 metres) not including mechanical penthouse and other typical exclusions, such as parapets, vents, architectural features, etc.;
 - (b) a maximum rear podium height of 4 storeys (13.6 metres), not including stair enclosures and other typical exclusions, such as parapets, vents, architectural features, etc.;
 - (c) a maximum overall gross floor area of 13,600 square metres, of which a minimum of 100.0 square metres shall be available for non-residential uses (not including the gross floor area to reflect the Chester Hill House);
 - (d) a minimum of 15% of the dwelling units shall be provided as two or more bedroom units, plus 10% of the dwelling units shall be provided as three or more bedroom units;
 - (e) residential amenity space in accordance with the requirements of Zoning By-law 569-2013, providing 2.0 square metres of indoor and outdoor amenity space per dwelling unit, where a minimum of 25% of the indoor amenity space will be a "multi-purpose" space; and

where the Chester Hill House will be retained on the Chester Hill Property, and where the Chester Hill Property is not required to be retained as part of the

development of the Property (the "Development"), such that the Chester Hill Property will be a separately conveyable lot.

2. **Section 37 Terms:** The proposed Section 37 terms and conditions are as follows:

The Owner and the City of Toronto will enter into an agreement pursuant to Section 37 of the *Planning Act* (the "Section 37 Agreement"), which secures among other matters:

- (a) a cash contribution in the amount of \$100,000 to be paid by the Owner to the City prior to the issuance of the first above-grade building permit for the Development, excluding demolition permits and any permits associated with the heritage alterations and conservation work ("Above-Grade Building Permit"), to be allocated to certain community benefits in the vicinity of the Property with the allocation of such funds to be determined by the Chief Planner and Executive Director, City Planning in consultation with the Ward Councillor; and
- (b) the Owner shall make an affordable housing contribution in the amount of \$1 million dollars, to be paid to the City prior to the first Above-Grade Building Permit, or in the alternative, the Owner shall provide dwelling units based on the HOAP program which provides for assisted ownership housing ("Affordable Ownership Units") within the Development, in accordance with the Term Sheet attached as Attachment "A".

3. **Matters of Legal Convenience:** As a legal convenience, the Section 37 Agreement will secure the following additional matters:

- (a) **Parkland Dedication:** The Development shall include the conveyance of a minimum of 240 square metres of the Property, the location of which is substantially as described on the sketch attached hereto as Attachment "B" (the "Park Land"), to be conveyed by the Owner to the City for public parkland purposes, with the remainder of 123 square metres to be satisfied through the payment of a cash-in-lieu contribution to the City in accordance with section 42 of the *Planning Act* and the City's parkland dedication by-law (as reflected in Chapter 415 of the City's Municipal Code) as they exist as of the date of this March Settlement Offer, which contributions, the implementation details of which shall be secured in the Section 37 Agreement, shall together satisfy all current and future parkland dedication requirements in respect of the Development and the Property (where the density does not exceed that permitted in accordance with this March Settlement Offer) all in accordance with the *Planning Act*, the *Condominium Act, 1998* or otherwise, subject to the following:
 - (i) the Park Land shall be conveyed to the City free and clear of all encumbrances and encroachments save and except for tiebacks and such other encumbrances, if any, where such encumbrances are acceptable to the General Manager, Parks, Forestry and Recreation, in consultation with the City Solicitor, and in the case of tie backs if proposed by the Owner, the permission to install tiebacks would be subject to the City's usual and typical payment of compensation to the City, as determined by the General Manager, Parks, Forestry and Recreation;

- (ii) the City, the Chief Building Official and the Owner shall enter into a Limiting Distance Agreement, on a nominal basis, to create a no-build zone over a 5.0 metre portion of the Park Land as shown on Attachment "B";
 - (iii) the conveyance of the Park Land shall be subject to an approximate minimum 1.1 metre wide easement in favour of the Owner, on and over the Park Land connecting Broadview Avenue to the front face of the Development, the location of which shall be generally as shown on Attachment "B", and to be maintained by the Owner and kept free and clear of physical obstructions, snow and ice, to meet Code requirements and permit pedestrian access and emergency egress from the Development to Broadview Avenue, without requiring compensation to the City;
 - (iv) the Owner shall convey the Park Land to the City prior to the earlier of condominium registration of the Development or 36 months after the issuance of the first Above-Grade Building Permit, subject to seasonality extensions satisfactory to the General Manager, Parks, Forestry and Recreation; and
 - (v) City Council approve a development charge credit against the Parks and Recreation component of the Development Charges for Development for the design and construction by the owner of the Above Base Park Improvements for the Park Land to the satisfaction of the General Manager, Parks, Forestry & Recreation. The development charge credit shall be in an amount that is the lesser of the cost to the Company of designing and constructing the Above Base Park Improvements, as approved by the General Manager, Parks Forestry & Recreation, 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;
- (b) **Bird Friendly Window Treatment:** An enhanced level of bird friendly window treatment, to be secured as part of the site plan approval process including:
- (i) Use a combination of the following strategies to treat a minimum of 90 per cent all exterior glazing within the greater of first 23 m of the building above grade or the height of the mature tree canopy:
 - A. Visual markers (with strong contrast) of 5 mm or greater in diameter to be applied to the 1st surface of glass with a maximum spacing of 50 mm x 50 mm; and/or
 - B. Non-reflective glass (includes acid etch, full cover ceramic frit or texture);
 - (ii) Visual markers are required on the follow areas:
 - A. Balcony railings and fly-through conditions; and
 - B. Elevation(s) facing the Natural Area;

- (c) **Road and Lane Widenings:** The Owner shall convey the Road and Lane Widenings as described below, to the City for nominal cost prior to the earlier of: four years following the issuance of the first above-grade building permit, excluding demolition permits and any permits associated with the heritage alterations and conservation work, and condominium registration, subject to extension relating to seasonality satisfactory to the Chief Planner and Executive Director, City Planning, and such Road and Lane Widenings are to be free and clear of physical and title encumbrances, other than encumbrances acceptable to the City Solicitor, with the exception of tie-backs which are permitted on:
- (i) A 0.75 metre wide strip of land along the 954-956 Broadview Avenue site frontage abutting the Park Land, as shown on Attachment "B";
 - (ii) An approximate 3.85 metre wide strip of land along the remaining southern portion of the 958 Broadview Avenue site frontage; and
 - (iii) A lane widening along the north-south public lane, provided on the west side and transitioning to both sides to the north, and tapering to the existing lane width to the south, and as reflected in the February Settlement Plans;
- (d) **Conveyance to TRCA:** The Owner shall convey the lands located below the Long Term Stable Top of Slope ("LTSTOS"), 10 metres inland from the LTSTOS and the negotiated dripline buffer, as shown on the February Settlement Plans (the "**Ravine Lands**") in accordance with the following:
- (i) the Ravine Lands shall be conveyed for nominal cost prior to the earlier of four years following the issuance of the first Above-Grade Building Permit, (excluding demolition permits and any permits associated with the heritage alterations and conservation work), and condominium registration, subject to extension relating to seasonality satisfactory to the General Manager of Parks, Forestry and Recreation;
 - (ii) at the time of conveyance, the Ravine Lands shall be free and clear of physical and title encumbrances, subject to encumbrances acceptable to the City Solicitor and TRCA, and with the exception of tie-backs which may project up to a maximum of approximately 6.0 metres within the Ravine Lands and such tie-backs shall be de-stressed and will be subject to monetary compensation to TRCA satisfaction, prior to conveyance;
 - (iii) any permanent building/structures will be setback a minimum of 3.0 metres from the boundary of the Ravine Lands, with the exception of:
 - A. landscaping elements, including fencing; and
 - B. balconies, which will be setback a minimum of 2.5 metres from the Ravine Lands; and
 - (iv) The Owner shall submit a landscape restoration plan ("Ravine Restoration Plan") as a condition of Site Plan approval, to the satisfaction of Parks Recreation and Forestry in consultation with TRCA, which improvements in accordance with the Ravine Restoration Plan shall be completed prior to

the conveyance of the Ravine Lands, subject to the extensions for seasonality satisfactory to the Chief Planner; and

- (e) **Engineering and Construction Services Matters:** Address the Engineering and Construction Memo dated November 18, 2021, satisfactory to the City and the Owner, with the resolution secured as a legal convenience as appropriate, and any other matters required to address the retention of the Chester Hill House including the continued use of its existing services. Any matters that cannot be resolved between the Owner and the City, the Owner and the City agree that the Tribunal may be spoken to.

4. **Heritage Details and Timing:**

The Owner and City will be required to enter into a Heritage Easement Agreement for the property at 958 Broadview Avenue, to permit alterations, substantially in accordance with the February Settlement Plans and the Heritage Impact Assessment prepared by ERA Architects, dated December 17, 2021 (the "HIA").

As part of the site plan process, the Owner shall explore the conservation of the three symmetrical lancet windows in the south gable at the attic level of the building on the property at 958 Broadview Avenue, as well as replacement windows, balcony railings, the reconstructed north-east chimney and that as part of the site plan approval process, where the site plan approval process will secure an interpretation plan, lighting plan and conservation plan, building documentation, as well as the usual securing of a provision of a letter of credit, to the satisfaction of the City and the Owner.

In addition, it is a condition of this offer that City Council approve the proposed heritage alterations to the Property, substantially in accordance with the HIA, on or before the conclusion of the City Council meeting scheduled to commence on April 6, 2022 or, alternatively, on or before the conclusion of the City Council meeting scheduled to commence on May 11, 2022.

5. Prior to the issuance of the final Tribunal order:

- (a) the Owner shall enter into an Agreement with the City pursuant to Section 37 of the *Planning Act* on terms satisfactory to the Owner and the City;
- (b) the Owner shall enter into a Heritage Easement Agreement with the City for the property at 958 Broadview Avenue substantially in accordance with the February Settlement Plans and the HIA, on terms satisfactory to the Owner and the City; and
- (c) the final form of the Official Plan Amendment and Zoning By-law amendments shall be satisfactory to the Owner and the Chief Planner and Executive Director, City Planning and the City Solicitor.

6. City Council direct Staff to request the Tribunal to approve such modifications, or otherwise provide relief as necessary to Official Plan Amendment No. 343 in order to permit the form of Development set out in this March Settlement Offer.

7. The Development as reflected herein, is conditional upon a mutually satisfactory resolution of all other outstanding matters related to the proposed Official Plan and Zoning By-law

amendments, including but not limited to the final form of the Official Plan and Zoning By-law instruments, approvals under the *Ontario Heritage Act* (including a heritage easement agreement) and contributions under Section 37 of the *Planning Act*.

In addition, Council must accept this March Settlement Offer to settle the Appeals, including the resolution of the terms and matters as set out herein, on or before the conclusion of its meeting scheduled to commence on April 6, 2022, subject to extensions satisfactory to the Owner.

Furthermore, given that this March Settlement Offer requires, among other matters, the entering into of a Section 37 Agreement, this offer is also conditional on obtaining a final and binding Official Plan and Zoning By-law amendments in accordance with this Settlement Offer, prior to the coming into force of the City's new Community Benefits Charge By-law.

Should you require further information please do not hesitate to contact the undersigned.

Yours truly,



Cynthia A. MacDougall

CAM

Encl.

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Appendix "A"

Affordable Ownership Housing Terms — March 25 response to City

The Owner shall make an affordable housing contribution, to be secured in an agreement under Section 37 of the *Planning Act*, in accordance with the following terms:

1. the Owner shall enter into assignable Agreement(s) of Purchase and Sale to convey, at below market value (as further described below), seven (7) dwelling units comprised of one (1) three-bedroom; and six (6) two-bedroom units (the "Affordable Ownership Units") in the new 14-storey mixed use building for affordable ownership housing to Habitat for Humanity (the "Provider") as part of the Black North Initiative Homeownership Bridge Program, with the City included as a contingent transferee in accordance with the following:
 - (i) the Affordable Ownership Units shall have the following minimum specifications:
 - A. the Affordable Ownership Units shall have a minimum total area of 455 square metres and shall include:
 - (i) one (1) three bedroom unit which shall have a minimum unit size of 80 square metres;
 - (ii) six (6) two bedroom units which each shall have a minimum unit size of 56 square metres; and
 - B. one Affordable Ownership Unit shall be designed to be barrier free, in accordance with the Ontario Building Code, and meet the City of Toronto Accessibility Design Guidelines and, without limiting the foregoing, shall have automatic doors for all amenity areas, building entrances and garbage rooms;
 - C. the location and layouts of the new Affordable Ownership Units within the approved development on the lands shall be located on the second (2nd) and/or third (3rd) floor with the specific location to the satisfaction of the Owner;
 - D. the Affordable Ownership Units shall be constructed to a fully-finished condition, with appliances including washer and dryer, to a similar standard as the market units in the remainder of the Development;
 - E. the Affordable Ownership Units will have at least one operable window/door in addition to the entry door; and

- F. the Affordable Ownership Units will be provided bicycle parking at nominal cost but will not be permitted to purchase a vehicular parking;
- (ii) the purchase price payable to the Owner is the sum of \$2,887,500 (the **"Purchase Price"**) for the seven Affordable Ownership Units, (subject to an adjustment for the amount of the DC Deferral as set out below), which Agreement(s) of Purchase and Sale will be formalized by the Owner, the Provider and the City (as contingent transferee) entering into the Owner's standard form of residential condominium agreement of purchase and sale for the Development (the **"AHU APS(s)"**), within the later of 30 days of the Owner being licenced with the Home Construction Regulatory Authority and Tarion and having finalized for release the disclosure statement required by the *Condominium Act*. No transfer may occur to the Provider in the absence of a signed HOAP Agreement, as contemplated below, and shall be subject to the following:
 - A. the Owner shall pay all applicable land transfer taxes associated with the conveyance of the Affordable Ownership Units to the Provider;
 - B. there shall be no closing adjustments made with respect to the seven (7) Affordable Ownership Units transferred to the Provider, other than adjustments for monthly occupancy fees or common expense fees and realty taxes for the year in which the final closing date occurs, adjusted and payable on either the interim occupancy or final closing date of the sale of each unit, and in accordance with Section 1(ii)D.;
 - C. the Owner shall be solely responsible and liable for remitting the Harmonized Sales Tax eligible on each of the units' conveyances, if the conveyances to the Provider and/or the City of Toronto are not be eligible for any new housing rebates; and
 - D. the Purchase Price shall be adjusted downward by the amount of the DC Deferral as set out below in Section 1.(iii);
- (iii) the Owner shall enter into an agreement with the Provider and the City, being a Home Ownership Assistance Program ("HOAP") delivery agreement (**"HOAP Agreement"**), no later than 180 days after zoning by-law amendment(s) permitting the Development becomes final and binding or within such longer period of time as the City and the Owner may agree to, but in any case before

Development Charges for the Affordable Ownership Units would otherwise be due, which HOAP Agreement will provide for the Affordable Ownership Units to be secured as affordable ownership housing for a minimum period of 99 years beginning from the date that each such unit is first sold to an eligible purchaser, on terms satisfactory to the City. The HOAP Agreement will include:

- A. a requirement and timelines for the Provider to prepare a long term affordable ownership plan, outlining its method of ensuring that affordability will be maintained for the 99 year period, to be provided to the satisfaction of the Executive Director, Housing Secretariat and the Provider shall be obligated to administer the units in accordance with the finally approved plan;
- B. at least six months in advance of any new Affordable Ownership Unit being made available for occupancy, the Provider shall develop and implement an Owner/Occupant Access Plan in consultation with, and to the satisfaction of, the Chief Planner and Executive Director, City Planning and the Executive Director, Housing Secretariat;
- C. the deferral of development charges for the Affordable Ownership Units under the terms of the City's Home Ownership Assistance Program, such that the Owner shall not be obligated to pay to the City the otherwise payable Development Charges for the Affordable Ownership Units, (the “**DC Deferral**”) and re-payment of such deferred Development Charges by the Owner shall occur if the Owner is unable to transfer the units for affordable housing in accordance with these terms, and thus the Owner is able to sell the units without restrictions;
- D. the benefit of the DC Deferral shall be secured by a charge against the Lands equivalent to the amount of the DC Deferral;
- E. the charge in favour of the City will be registered after the execution of the HOAP Agreement and prior to when the Development Charges would otherwise be payable by the Owner to the City. The City agrees to postpone the charge and rank behind charges for preconstruction, construction and surety financings, easements for utilities and telecommunications and, and in the event the charge encumbers lands required in support of the Development to be transferred to the City or other government authority,

such as the TRCA, the City shall provide a release and partial discharge;

- F. the charge described in Section 1.(iii) D above, shall be partially discharged forthwith from all but the Affordable Ownership Units upon the availability of a legal description for the said units;
 - G. the charge will be discharged from each Affordable Ownership Unit upon a second charge being registered to secure the value of the DC Deferral by the Provider or eligible purchaser, as the case may be, to the satisfaction of the City;
 - H. the charge will be discharged forthwith if none of the Provider, the City or the City's Assignee enter into the AHU APS(s) for all of the Affordable Ownership Units, or if none of the Provider, the City or the City's assignee complete the purchase of all of the Affordable Housing Units in accordance with the terms of the AHU APS(s), and the Owner has both (1) repaid the DC Deferral loan and (2) paid the Affordable Housing Cash Contribution in accordance with Section 1(xiii), to the City;
- (iv) the Owner shall ensure that new Affordable Ownership Units shall be made ready and available for occupancy no later than the date by which 70 percent of the new dwelling units erected on the Lands are available and ready for occupancy, where a purchaser of an Affordable Ownership Units would pay occupancy fees upon taking occupancy of such unit;
 - (v) the Owner shall ensure that the condominium Declaration provides all owners or residents of the Affordable Ownership Units with access to, as well as the use of, all indoor and outdoor amenities in the Development at no extra charge and on the same terms and conditions as any other owner or resident of the building without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings;
 - (vi) the Owner shall ensure that the condominium Declaration provides all owners or residents of the Affordable Ownership Units with access to permanent and visitor bicycle parking/bicycle lockers on the same terms and conditions as any other resident of the building and in accordance with the Zoning By-law;
 - (vii) the proportionate share of each Affordable Ownership Unit's interest in the common interests/common expense of the

condominium reflected in Schedule D to the condominium Declaration expressed as a percentage shall be stated as 50% of the proportionate interest/share of the common interests/common expenses (including 50% of any reserve fund contributions, and 50% of any special assessments) for the same type and size of market unit in the condominium;

- (viii) the Declaration shall contain an express duty that the Condominium Corporation shall not take steps to amend the Declaration or impose other fees and charges against or attributable to the Affordable Ownership Units for the 99 year term to indirectly make up or increase the common expenses payable by these units;
- (ix) the Declaration shall contain a requirement that the Condominium Corporation provide to the Provider and the City written notice at least 90 days prior to a meeting of the board of directors of the condominium to pass a resolution approving any proposed amendment to the Declaration, with a copy of the proposed amendment;
- (x) prior to the registration of the condominium, the obligations in Sections 1. (vii), (viii) and (ix) above shall be reflected in an indemnity agreement (the “**Indemnity Agreement**”) to be entered into between the Owner, Provider and the City of Toronto, with content satisfactory to the Executive Director, Housing Secretariat and in a form satisfactory to the City Solicitor;
- (xi) following Condominium Registration and prior to the conveyance of the first market unit in the condominium, an assumption agreement of the Indemnity Agreement shall be entered into by the Owner and the condominium corporation, in a form of assumption agreement acceptable to the subject parties (the “Indemnity Assumption Agreement”), through which the condominium corporation shall assume all of the Owner’s obligations under the Indemnity Agreement. An executed copy of the Indemnity Assumption Agreement shall be delivered to the City within five (5) business days thereafter together with a copy of the registered bylaw of the condominium corporation. The City agrees that upon the execution of the Indemnity Assumption Agreement by the condominium corporation and delivery of the Indemnity Assumption Agreement together with a copy of the registered bylaw to the City, the Owner, its successors and assigns shall be automatically released from any and all obligations under the Indemnity Agreement;
- (xii) the Owner shall provide an allowance to the Provider for legal expenses and window coverings associated with the Affordable Ownership Units, up to a maximum of \$10,000, subject to the

provision of receipts by the Provider to the Owner for review and acceptance, acting reasonably, including the payment within a reasonable time, satisfactory to the Executive Director, Housing Secretariat. The resolution of any disputes shall be determined by the Executive Director, Housing Secretariat, in their discretion;

- (xiii) in the event the Owner, after employing reasonable commercial efforts:
 - A. does not enter the HOAP Agreement with the Provider and the City in accordance with Section 1.(iii) above, or
 - B. does not enter into the AHU APS(s) for all the Affordable Ownership Units or is unable to complete all the transfers to the Provider or the City's Assignee, or the City, in its sole discretion, chooses not to accept the transfers from the Owner or assign its rights, as contingent transferee in accordance with the AHU APS(s),

the Owner shall instead make a cash contribution to the City in the amount of \$1,000,000 to be used towards affordable housing ("**Affordable Housing Cash Contribution**"). The Affordable Housing Cash Contribution payment shall occur upon the issuance of the first Above-Grade Building Permit, if the HOAP Agreement is not executed by the parties. Alternatively, if the HOAP Agreement is executed by the parties, the Affordable Housing Cash Contribution shall be made the later of the following events: (a) the issuance of the first Above-Grade Building Permit, or (b) the first of the following two events, being either the failure of the Owner and Provider to enter into the AHU APS(s) for all of the Affordable Ownership Units in accordance with the terms set out herein, or the failure to complete the transfers of the Affordable Housing Units to the Provider, the City or its assignee in accordance with the terms of the AHU APS(s). The Affordable Housing Cash Contribution shall be indexed annually in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by statistics Canada in Construction price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement to the date of payment; and

- (xiv) forthwith following the registration of the Section 37 Agreement, the Owner shall register, to the satisfaction of the City Solicitor, a restriction against title to the Lands pursuant to Section 118 of the *Land Titles Act*, R.S.O. 1990, c. L.5 to restrict the transferring and/or charging of the Lands by the Owner, other than as may be consented to in writing by the Executive Director, Housing Secretariat, which consent won't be unreasonably withheld and

which for greater certainty, shall not be withheld to facilitate financing and development. The Section 118 Restriction shall be removed forthwith by the City upon any one of the following events occurring as required by these terms: the failure of the parties to execute the HOAP Agreement or to execute the AHU APS(s) for all of the Affordable Housing Units; the registration of the charge securing the DC Deferral; or where the Affordable Housing Cash Contribution is paid in accordance with these terms.

2. City Council authorize the appropriate City Officials to take such actions as are required to implement City Council's decision, including the execution and implementation of the Section 37 Agreement.
3. City Council authorize the City of Toronto to be a party to the AHU APS(s) for the Affordable Ownership Units as a contingent transferee, in order to implement City Council's decision and ensure the benefit of the Affordable Housing Units is secured for the intended purpose should the Provider not be able to complete the transactions.
4. City Council authorize the Executive Director, Housing Secretariat to execute the AHU APS(s) for the Affordable Ownership Units, provided the AHU APS(s) provide the City with the right to assign the AHU APS(s) to other non-profit housing providers, the City is not liable to pay any deposit, penalty or liquidated damages to the Owner or the Provider in the event it terminates the AHU APS(s) should Council determine at a later date for any reason, including that there is no funding to complete the transaction or if the City is unsuccessful in identifying a third party assignee.
5. City Council authorize the Executive Director, Housing Secretariat to execute, on behalf of the City of Toronto, all development charges deferral agreements and any security or financing or other documents required by the Provider or a related corporation to obtain conventional financing and subsequent refinancing, including any postponement, tripartite, confirmation of status, discharge or consent documents of any City of Toronto security documents where and when required during the term of the HOAP Agreement, as required by normal business practices, and provided that such documents do not give rise to financial obligations on the part of the City of Toronto that have not been previously approved by City Council.
6. City Council authorize the City Solicitor to execute, postpone, confirm the status of and discharge any City security documents registered as required by normal business practices.
7. City Council authorize the Executive Director, Housing Secretariat to administer and manage the transaction relating to the Affordable Ownership Units in consultation with the Executive Director, Corporate Real Estate Management, including the provision of any consents, approvals, waivers and notices, provided

that they may, at any time, refer consideration of any such matters (including their content) to City Council for consideration and direction, required by the City.

8. City Council approve the deferral of development charges for the Affordable Ownership Units under the terms of the City's Home Ownership Assistance Program, with the exception that on the sale or refinancing of a unit, the deferred amount will be re-invested by the Provider as down-payment assistance loans under the Black North Initiative Homeownership Bridge Program for at least 99 years, but only provided that the unit is sold in accordance with the Provider's long term affordable ownership plan.

Attachment "B"

