

Section 37 Provisions
Appendix "A"

The facilities, services and matters set out below are required to be provided to the City by the owner at the owner's expense in return for the increase in height and density of the proposed development on the lands as shown on Diagram 1 of By-law - 2019 [Clerks to insert number] in accordance with and as secured in an agreement or agreements under Section 37(3) of the *Planning Act*, in a form satisfactory to the City with conditions providing for upward indexing in accordance with the Statistics Canada Non-Residential Construction Price Index for Toronto of all financial contributions and letters of credit from the date of such agreement (the "Section 37 Agreement"), whereby the owner agrees as follows:

1. For clarity, references to Blocks in this Appendix "A" are to the lands shown on Diagram 5 of By-law - 2019 [Clerks to insert number].
2. Prior to registration of any plan of subdivision for Blocks 3A, 3B, 4, 5, 6B, 6C, 7, 10, 11, or 13, or a portion thereof, or such later date as may be satisfactory to the General Manager, PFR, the owner may elect to enter into an agreement (the "Community Centre Agreement"), with the City, subject to conditions set out in the Section 37 Agreement, to construct the Enhanced and Enlarged Community Centre within Block 3A and/or Block 3B, which shall include at a minimum a twin-pad arena and 600 square metres of community space currently planned for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], and shall also include additional recreational facilities and community services, which may include multipurpose rooms, gymnasias, and aquatic facilities, to the satisfaction of the General Manager, Parks, Forestry and Recreation ("PFR"), (the "Enhanced and Enlarged Community Centre").
3. Prior to issuance of the first above-grade **building** permit for any portion of development within Blocks 6B, 6C, 10, 11, 13 and Blocks 4, 5 and 7, with respect to whichever Block proceeds to be developed first, the owner shall either:
 - (a) if the owner has entered into the Community Centre Agreement, provide the City with a letter of credit in the amount of twelve million dollars (\$12,000,000.00), to secure the construction of the Enhanced and Enlarged Community Centre, which security shall be released in accordance with the terms of such agreement; or
 - (b) if the owner has not entered into the Community Centre Agreement, make a cash contribution to in the City in the amount of twelve million dollars (\$12,000,000.00), to be used for the construction by the City of the Enhanced and Enlarged Community Centre.
4. Prior to the issuance of first above-grade **building** permit on Blocks 6B, 6C, 10, 11 and/or 13 (being a portion of Phase 2) or on Blocks 4, 5 and/or 7 (being a portion of Phase 3), whichever is earlier, or at such time as may be set out in the Community Centre Agreement, the final design and cost estimate for the construction of the Enhanced and Enlarged Community Centre, as approved by the General Manager, PFR, will be required, if the owner has entered into the Community Centre Agreement.
5. Prior to the first above-grade **building** permit for development within Blocks 1A, 1B, 8, 9 and 12 (being a portion of Phase 1), the owner shall provide a financial contribution of one million seven hundred and fifty thousand dollars (\$1,750,000) to be used for **parks** and/or recreational facility improvements in the Flemingdon Park or Thorncliffe Park neighbourhoods, in consultation with the local Councillor.

6. Prior to the first above-grade **building** permit for residential development on Blocks 1A, 1B, [5A](#), 6A, 8, 9, 12, 14A, 14B, 15, 16 and 17 ("Phase 1"), the owner shall submit a Public Art Plan and provide a financial security of one million two hundred and fifty thousand dollars (\$1,250,000) to secure the commission of public art in a process in accordance with City Planning's Public Art Program (the "Public Art Plan").
7. Prior to the issuance of the first above-grade **building** permit for residential development in Phase 1, the owner agrees to prepare the Public Art Plan in consultation with the local Councillor identifying locations for the anticipated public art works within Blocks 1B (with the completion of public art within 12 months of the first residential use or occupancy of either Blocks 4 or 7), 3A, 3B and/or 6A (with the completion of public art concurrent with the completion of above base **park** improvements), or other Blocks deemed appropriate (completion with the completion of public art as set out in the Public Art Plan), and a cost projection for each proposed location, with the total amount not to exceed the amount identified in Section 6 of this Appendix "A". The Public Art Plan is subject to review and recommendation by the Toronto Public Art Commission through the Chief Planner and Executive Director, City Planning (the "Chief Planner"), and shall be to the satisfaction of the Chief Planner in consultation with the Ward Councillor.
8. In the event the cash contribution(s) referred to in Sections 5 and 6 of this Appendix "A" have not been used for the intended purpose within three (3) years of the date of execution of the Section 37 Agreement, the cash contribution may be redirected for another purpose, at the discretion of the Chief Planner, in consultation with the local Councillor, provided that the purposes are identified in the Toronto Official Plan and will benefit the community in the vicinity of the lands.
9. The owner agrees to design, construct, finish, furnish, and fully equip at its expense, a two-**storey** (ground floor and second floor) non-profit licensed Child Care Facility within the office **building** on Block 1A to accommodate a minimum of 62 children, including infants, toddlers and preschoolers, comprising of a minimum of 985 square metres of interior space and a minimum of 270 square metres of exterior space adjacent to the second floor interior space which may be increased to meet daycare licensing standards, including outdoor storage, and the provision for a child pick-up and drop-off area with safe access to and from the underground garage, to the satisfaction of the Director, Real Estate Services in consultation with the General Manager, Children 's Services (the "Child Care Facility").
10. Prior to occupancy of the office **building** on Block 1A, the owner shall enter into a lease agreement with the City for 99 years for the Child Care Facility in Section 9 of this Appendix "A" to the satisfaction of the Director, Real Estate Services in consultation with the General Manager, Children 's Services and the City Solicitor; and such facility shall be free of all rent, the cost of all utilities and municipal services supplied to the facility, caretaking costs (of the **building** common areas), repair and maintenance costs (excluding wear and tear), property damage, and local improvement charges; and the owner shall agree to the registration of such agreement at the owner 's expense, to the satisfaction of the City Solicitor.
11. Prior to the issuance of the first above-grade **building** permit for Block 1A, the owner shall provide a letter of credit in the amount of four million three hundred seventy one thousand dollars (\$4,371,000), being 120 percent of the value of the Child Care Facility contribution of three million six hundred and forty three thousand dollars (\$3,643,000) to the City in a form and from a bank satisfactory to the Director, Real Estate Services, in

consultation with the General Manager, Children 's Services, to secure the Child Care Facility pursuant to Section 9 of this Appendix "A".

12. Within 6 months of occupancy of the office **building** on Block 1A, the Child Care Facility in Section 9 of this Appendix "A" shall be made available to the City. The letter of credit required by Section 11 of this Appendix "A" shall be returned once the Child Care Facility is made available to the City, to the satisfaction of the Director, Real Estate Services, in consultation, with the General Manager, Children 's Services.
13. Prior to the Child Care Facility being made available to the City, the owner shall provide a onetime cash contribution in the amount of one-hundred fifty thousand dollars (\$150,000) to the Child Care Facility Replacement Reserve Fund to replace appliances and large equipment due to wear and tear.
14. Prior to the Child Care Facility being made available to the City, the owner shall provide a onetime cash contribution in the amount of one-hundred fifty thousand dollars (\$150,000) towards start-up operating costs for the defrayment of operational deficits during the first year of operation.
15. The Child Care Facility shall include an exclusive vehicular drop-off and pick-up location of children including the provision of a designated drop off to accommodate a minimum of 2 **vehicles**, which may be located in a **street** layby, the design of which is satisfactory to the Chief Planner, as well as 3 designated **parking spaces** for staff, visitors and daily delivery to be available Monday to and including Friday, from 7:00 a.m. to 6:00 p.m. One of the designated **parking spaces** will be provided free-of-charge for the use of the supervisor of the Child Care Facility to the satisfaction of the General Manager, Children's Services. A parking pass will be provided for officials conducting inspections of the Child Care Facility. An appropriate location for the pick-up/drop-off area will be identified through site plan approval.
16. The owner will construct and operate a minimum 25,000 square metres of affordable rental housing on Block 5A, in accordance with terms satisfactory to the Chief Planner (the "Affordable Rental Housing **Building**").
0. The owner shall construct and enter into Agreements of Purchase and Sale ("the APS") for at least 8 Affordable Ownership Housing Units (the "Affordable Ownership Housing Units") with a non-profit affordable housing provider at nominal cost to the provider, with such units to be located on Block 9 and / or Block 12, with such APS to be assignable at no additional cost, in accordance with the terms satisfactory to the Chief Planner.
17. Prior to the first residential use on the Block containing the Affordable Ownership Housing Units (Block 9 and/or Block 12), the owner shall make ready and available for occupancy such Affordable Ownership Housing Units, in accordance with Section 27, to the satisfaction of the Chief Planner.
18. Prior to issuance of the first above-grade **building** permit on Block 9 and/or Block 12, whichever is earlier, unless such later time is acceptable to the Chief Planner, the owner shall register, to the satisfaction of the City Solicitor, a Section 118 Restriction under the *Land Titles Act* on the portion of the lands containing Affordable Ownership Housing Units agreeing not to transfer or charge any part of such lands without the written consent of the Chief Planner, all to the satisfaction of the Chief Planner.
19. The following additional services, facilities or matters pursuant to Section 37 of the *Planning Act*, as may be required by the Chief Planner are also to be secured in the Section 37 Agreement

and/or the zoning by-laws as a legal convenience or otherwise to support development, to be secured on a phased basis, as appropriate:

- (a) prior to the final order of the Local Planning Appeal Tribunal, the owner agrees to provide alternative rail safety mitigation measures for any proposed development on the lands, which is set back less than 30 metres from the CP Rail corridor, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services and the Chief Planner, including the following:
 - (i) Proposed rail safety mitigation measures that provide at least the same level of rail safety for nearby residents, workers, visitors and shoppers as the required 30 metre setback and berm;
 - (ii) A development viability report bearing the stamp of a fully insured, qualified, professional structural engineer, in addition to the noise, air quality and vibration reports, showing how at least the same level of rail safety is to be achieved, with reliance to be extended to the City, to be subject to peer review by a rail safety expert retained by and reporting to the City, at the expense of the owner, and to be provided to the Canadian Pacific Railway for review;
 - (iii) If the development viability assessment is accepted by the City:
 - A. construction and on-going maintenance of the alternative mitigation measures will be secured through an agreement between the City and the subject owner;
 - B. warning clauses in all relevant documents should be registered on title to provide notice for future purchasers; and
 - C. the owner of the subject portion of the lands will enter into an agreement with the City to be registered on title, whereby the owner assumes responsibility for, and indemnifies the City from, damages to the property resulting from a derailment on the Canadian Pacific North Toronto rail corridor; and
 - (iv) Any required rail safety, air quality and noise/vibration mitigation **structures** or other measures such as berms and noise walls must be of a high design quality. Berms should be landscaped and maintained and opportunities for murals and community artwork should be pursued on the south face of noise walls and other **structures**;
- (b) prior to the issuance of the first **building** permit (including demolition and/or excavation permit) within each phase of development, being the development of Blocks 1A, 1B, 5A, 6A, 8, 9, 12, 14A, 14B, 15, 16 and 17, ("Phase 1), Blocks 3A, ~~3B, 5A~~, 6B, 6C, 10, 11 and 13 ("Phase 2"), Blocks 4, 5 and 7 ("Phase 3"), and Blocks 2A and 2B ("Phase 4"), respectively, the owner shall submit a construction management plan and neighbourhood communication strategy for such phase of development, to the satisfaction of the Chief Building Official, and Executive Director of Engineering and Construction Services in consultation with

the Chief Planner and Executive Director City Planning, and thereafter shall implement such approved plan(s) to the satisfaction of such City Officials;

- (c) no above-grade **building** permit, including for clarity any conditional above-grade **building** permit, on Blocks 4, 5, 6B, 6C, 7, 10, 11, and 13 (being a portion of Phase 2 and Phase 3), shall be issued prior to:
- (i) Issuance of the first above-grade **building** permit for the affordable housing Block 5A; and
 - (ii) Conveyance of Blocks 3A and 3B to the City;
- (d) no above-grade **building** permit for any **buildings** on Blocks 5 and 7 shall be issued, prior to the Affordable Rental Housing **Building** on Block 5A being ready and available for occupancy to the satisfaction of the Chief Planner and the Chief Building Official;
- (e) prior to any residential use on Blocks 8, 9 and 12, all existing **manufacturing uses** and industrial uses located on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number] will cease operation, to the satisfaction of the Chief Planner;
- (f) prior to any residential use on Block 12, the owner shall:
- (i) Apply for and receive a Toronto Region Conservation Authority ("TRCA") Permit under O. Reg. 166/06 on behalf of itself and the City of Toronto for a trail connection from Block 15 to E. T. Seton Park, and associated road, underpass and sidewalk works. The TRCA permit application shall include the preparation of a natural heritage impact study, a geotechnical slope stability assessment, and associated restoration and planting plans, and any other necessary studies and plans, to the satisfaction of TRCA; and
 - (ii) Construct the works satisfactory to the General Manager, PFR;
- (g) no above-grade **building** permits for any **buildings** on Blocks 8, 9 or 12, shall be issued until the first above-grade permit is issued for Block 1A (office), to the satisfaction of the Chief Planner;
- (h) prior to any residential use on Block 12, an occupancy permit shall be issued for the **building** on Block 1A (office);
- (i) prior to registration of a plan of subdivision for Blocks 25A, 6A, 2B8, 3A9, 3B12, 4, 5, 514A, 614B, 6C, 7, 10, 11, 15 and 1316, or immediately thereafter, the owner shall register, to the satisfaction of the City Solicitor, a Section 118 Restriction under the *Land Titles Act* on Block 5A agreeing not to transfer or charge any part of the lands without the written consent of the Chief Planner or his designate;
- (j) the owner agrees to the following heritage preservation matters for the lands shown as
844 Don Mills Road on Diagram 1 of By-law - 2019 [Clerks to insert number]:
- (i) Carefully document, dismantle and store the reconstructed heritage elements (entrance portals) until such time that they can be re-introduced in tandem with phasing and construction related to

development of Blocks 4 and 5A, all to the satisfaction of the Senior Manager, Heritage Preservation Services;

- (ii) Prior to the issuance of a demolition permit for 844 Don Mills Road, submit a dismantling and reconstruction plan, lighting plan and interpretation plan, for the heritage elements (entrance portals), to the satisfaction of the Senior Manager, Heritage Preservation Services; and
 - (iii) To design and construct a Base Building for each **building** on Blocks 4 and 5A as shown on Diagrams 6 and 7 of By-law - 2019 **[Clerks to insert number]**, that incorporates the entrance portals, including the use of appropriate exterior finishes, the details of which to be secured during site plan approval, all to the satisfaction of the Senior Manager, Heritage Preservation Services;
- (k) prior to the earlier of final site plan approval or the issuance of any **building** permit on Block 12, including for clarity any conditional permit or any demolition permit but excluding any **building** permit otherwise acceptable to the Senior Manager, Heritage Preservation Services, the owner shall:
- (i) Provide a detailed Conservation Plan, prepared by a qualified heritage consultant, for the existing **building** located on the lands shown as 1150 Eglinton Avenue East on Diagram 1 of By-law - 2019 **[Clerks to insert number]**, substantially in accordance with the heritage impact assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services (the "Conservation Plan");
 - (ii) Enter into a Heritage Easement Agreement with the City for the property at 1150 Eglinton Avenue East substantially in accordance with the Heritage Impact Assessment prepared by Goldsmith Borgal & Company Ltd., dated February 13, 2018 and the listed plans and drawings that form part of such Heritage Impact Assessment, subject to revisions, to the satisfaction of the Senior Manager, Heritage Preservation Services subject to and in accordance with the approved Conservation Plan required in Section 20(k)(i) of this Appendix "A", all to the satisfaction of the Senior Manager, Heritage Preservation Services, and shall register such agreement to the satisfaction of the City Solicitor; and
 - (iii) Provide a letter of credit, including provisions for upward indexing, in a form and amount and from a bank satisfactory to the Senior Manager, Heritage Preservation Services to secure all work included in the approved Conservation Plan;
- (l) prior to issuance of Notice of Approval Conditions for the first residential development of the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]**, the owner agrees to produce urban design guidelines, to the satisfaction of the Chief Planner, that will:
- (i) Achieve a high quality public realm;
 - (ii) Allow incremental development with each phase (as set out in Section 20(b) of this Appendix "A") adding to the fully built out development;

- (iii) Provide a context for existing heritage features for both landscape and **buildings**;

- (iv) Foster design excellence, and an innovative architecture and landscape design; and
- (v) Provide explicit direction for the new portions of the development, particularly those Blocks that are adjacent to 844 Don Mills Road and 1150 Eglinton Avenue East, in order to capitalize on the important thematic qualities of modernist architecture inherent in the design of these landmarks, and to ensure a continued spirit of architectural excellence augments the importance of other noteworthy **buildings** of the post-war era that contribute to the unique heritage of the Don Mills community;
- (m) prior to Notice of Approval Conditions for each of Blocks 8, 10 and 13, the owner agrees to provide architectural control guidelines in respect of each such Block to the satisfaction of the Chief Planner;
- (n) prior to the issuance of any above-grade **building** permit on Blocks 1A, 1B, 8, 9, and 12 (being a portion of Phase 1), the owner is required to pay five hundred thousand dollars (\$500,000) for the remainder of the parkland dedication requirement through cash-in-lieu. Such cash-in-lieu payment and the dedication of Blocks 3A, 3B and 6A satisfies the parkland dedication for the development before City Council. In the event the owner does not construct the Enhanced and Enlarged Community Centre as set out in Section 2 of this Appendix "A", the General Manager, PFR may, in his or her sole discretion, reallocate the owner's \$500,000 payment to the cost of above base **park** improvements on the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]**;
- (o) the maximum permitted **gross floor area** and residential **gross floor area** on the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]** is 455,640 square metres and 382,150 square metres, respectively, plus an additional 5,000 squares metres of residential **gross floor area** permitted for a **nursing home** use or any density permitted with respect to Blocks 6A, 3A, and 3B. Should the owner receive approval for a future minor variance or rezoning which increases the maximum permitted residential **gross floor area** and/or the maximum permitted non-residential **gross floor area** beyond the amount permitted by By-law - 2019 **[Clerks to insert number]**, the owner shall be responsible for an increase in parkland dedication to the extent that the new additional approved density triggers a requirement for a greater parkland dedication than that required for the maximum permitted **gross floor area** and residential **gross floor area**, above, by way of a cash-in-lieu payment and/or land in accordance with all legal requirements at the time the parkland dedication is required, including but not limited to, requirements in accordance with the parkland dedication rates in the *Planning Act*, the *Condominium Act*, the Official Plan and the Parkland Levy By-law;
- (p) the owner agrees to provide the following transportation-related improvements:
 - (i) Prior to September 15, 2018 and, in any event, no later than execution of the Section 37 Agreement, pay for the cost of a phase 3 and 4 municipal class environmental assessment in an amount of three hundred and fifty thousand dollars (\$350,000), for the extension of Wynford Drive and an active transportation connection to the Don Mills

Trail across the railway tracks to the west of the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number] (the "Active Rail Crossing") on such terms and conditions satisfactory

to the General Manager, Transportation Services and in a form satisfactory to the City Solicitor;

- (ii) Within 30 days of study completion of the phase 3 and 4 municipal class environmental assessment, as set out in the Section 37 Agreement, provide a schedule for the submission and review of detailed design submissions (including, at a minimum, submissions at the 30/60/90/100 percent stages) for the Active Rail Crossing to the satisfaction of the General Manager, Transportation Services;
- (iii) To provide refined cost estimates as part of the 30/60/90/100 detailed design submissions for proposed hard and soft costs, to the satisfaction of the General Manager, Transportation Services;
- (iv) Within one year of study completion of the phase 3 and 4 municipal class environmental assessment as set out in the Section 37 Agreement, to design the Active Rail Crossing to 60 percent detailed design to the satisfaction of the General Manager, Transportation Services;
- (v) Prior to the City securing the land rights to extend the existing active transportation trail across the rail corridor to the lands and required third party approvals, to design the Active Rail Crossing to 100 percent detailed design to the satisfaction of the General Manager, Transportation Services;
- (vi) Within two years of the City securing the land rights set out in Section 20(p)(v) of this Appendix "A" the required third party approvals, as well as any City funding if required, to construct and make operational the Active Rail Crossing to the satisfaction of the General Manager, Transportation Services, unless the City has not secured the land rights and required third party approvals and any required funding within three years of approving a 100 percent detailed design for the Active Rail Crossing. If such matters have not been secured within the aforesaid three-year period, Section 20(p)(vii) of this Appendix "A" does not apply;
- (vii) No above-grade **building** permit, but excluding any **building** permit otherwise acceptable to the General Manager, Transportation Services, will be issued for Blocks 2A and/or 2B until the Active Rail Crossing has been constructed and made operational to the satisfaction of the General Manager, Transportation Services;
- (viii) Prior to the issuance the first above-grade **building** permit on Blocks 6B, 6C, 10, 11, and 13 (being a portion of Phase 2) and Blocks 4, 5 and 7 (being a portion of Phase 3), whichever is earlier, to submit a letter of credit in a form and amount and from a bank to the satisfaction of the General Manager, Transportation Services, for four million dollars (\$4,000,000) for the Active Rail Crossing;
- (ix) To adhere to City policies, as applicable, for procurement and construction of the Active Rail Crossing including but not limited to the

City's Fair Wage and Labour Trade Contractual Obligations Policy (see Chapter 67 of the City of Toronto Municipal Code) or its successor;

- (x) Prior to any **building** permit for Block 1A, except for excavation and shoring, the owner shall submit a financial guarantee in the form of an irrevocable letter of credit in an amount satisfactory to the Chief Planner and the General Manager, Transportation Services for the proposed underground pedestrian connection to the Eglinton Crosstown LRT (the "LRT") tunnel, as required to the City of Toronto;
- (xi) Prior to occupancy of the office **building** on Block 1A, to design, construct, and make operational a direct underground connection from such **building**, underneath Don Mills Road and/or Eglinton Avenue East into the LRT underground system for pedestrian access, with a minimum width of five (5) metres or the minimum width required by Metrolinx, to the satisfaction of the Chief Planner and the General Manager, Transportation Services. In the event the owner is unable to obtain the necessary rights to construct and complete the direct underground connection, the Chief Planner may extend the time to construct and make operational the direct underground connection in his sole discretion;
- (xii) To provide a minimum of twenty five (25) publicly accessible car-share spaces on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], generally located on the Blocks identified in the Section 37 Agreement, with specific locations to be identified at site plan approval for the subject Blocks, to the satisfaction of the Chief Planner, in consultation with the General Manager, Transportation Planning;
- (xiii) Prior to issuance of the first above-grade **building** permit on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], provide one-time funding for five (5) bike-share stations totaling two hundred and fifty thousand dollars (\$250,000) (\$50,000 per station), and submit a general plan identifying locations on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number] for five (5) bike-share facilities, with detailed information to be secured at site plan approval; all to the satisfaction of the General Manager, Transportation Services, and the Chief Planner and Executive Director of City Planning;
- (xiv) Prior to registration of any plan of subdivision for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], submit a plan identifying locations for publicly accessible rideshare drop-off locations on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], to the satisfaction of the Chief Planner;
- (xv) To design and construct Blocks 1A, 1B, 4 and 7 with a shared underground parking facility with direct underground access to the below grade LRT connection and consolidate parking and loading access/facilities for these Blocks, the detailed design and location of such facilities to be secured through site plan approval, all to the satisfaction of the Chief Planner. For clarity, such pedestrian connection may be combined with vehicular access in the underground parking facilities, to the satisfaction of the Chief Planner;
- (xvi) To design and construct Blocks 2A, 2B, 5 and 5A with a shared underground parking facility and consolidate parking and loading

access/facilities for the Blocks, the detailed design and location of such facilities to be secured through

site plan approval, all to the satisfaction of the Chief Planner. For clarity, such pedestrian connection may be combined with vehicular access in the underground parking facilities, to the satisfaction of the Chief Planner;

- (xvii) Prior to the issuance of any **building** permit on Block 2A and/or 2B, to design, construct, and make operational a pedestrian connection between underground parking facilities and provide knock-out panels underneath the lands shown as Street C between Blocks 1A, 1B, 4, 7 and Blocks 2A, 2B, 5, 5A on Diagram 5 of By-law - 2019 [Clerks to insert number], to the satisfaction of the Chief Planner. For clarity, such pedestrian connection may be combined with vehicular access in the underground parking facilities;
- (xviii) To illustrate the locations of such future connection and knockout panels on the site plans for Blocks 1A, 1B, 4, 7 and Blocks 2A, 2B, 5, 5A to the satisfaction of the Chief Planner;
- (xix) To design, install and provide real-time transportation displays for all **buildings** shown as five **storeys** or greater on Diagrams 6 to 11, inclusive, of By-law - 2019 [Clerks to insert number], to be secured through site plan approval, the satisfaction of the Chief Planner;
- (xx) To provide and designate twenty-five (25) carpool spaces within the underground parking of Blocks 1A and 1B (office) and fifteen (15) carpool spaces within the underground parking of Block 2B (office), or as otherwise agreed to by the Chief Planner;
- (xxi) To provide a minimum of 20 percent of **parking spaces** designated for low-emission **vehicles** and install rough-in connections for publicly accessible plug-in stations for electric **vehicle** charging facilities as part of all development phases (as set out in Section 20(b) of this Appendix "A") to the satisfaction of the Chief Planner;
- (xxii) To design, and construct with specifications and in locations to the satisfaction of the Chief Planner, in consultation with the General Manager of Transportation Services, conduits to on-**street parking spaces** for future electric **vehicle** charging facilities for **public parking** and shared **vehicles**;
- (xxiii) As part of site plan approval for each **building** shown as five **storeys** or greater on Diagrams 6 to 11, inclusive, of By-law - 2019 [Clerks to insert number], to provide space and design for at least one bicycle repair stand, to be secured through site plan approval, to the satisfaction of the Chief Planner;
- (xxiv) To provide additional bicycle parking as per Tier 2 in the Toronto Green Standard or additional publicly accessible short-term bike parking facilities with shelter and lockers, to the satisfaction of the Chief Planner;

- (xxv) Prior to registration of a plan of subdivision for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], to submit a one-time payment in the amount of fifty thousand dollars (\$50,000) for Smart Commute services to City Planning Division in the form of a bank draft or certified cheque;

- (xxvi) As part of site plan approval for each **building** shown as five **storeys** or greater on Diagrams 6 to 11, inclusive, of By-law - 2019 **[Clerks to insert number]**, to design and provide for pick-up-drop-off space for taxi/rideshares and deliveries, to the satisfaction of the Chief Planner;
 - (xxvii) Prior to the registration of a plan of subdivision for the lands shown on Diagram 1 of By-law - 2019 **[Clerks to insert number]**, to provide a one-time funding contribution to the City of fifty thousand dollars (\$50,000) for a transportation monitoring program, to the satisfaction of the General Manager, Transportation Services;
 - (q) the owner shall construct and maintain the development in accordance with Tier 1 performance measures of the Toronto Green Standard (with the exception of bicycle parking facilities and Enhanced and Enlarged Community Centre which shall be in accordance with Tier 2 to the satisfaction of the Chief Planner);
 - (r) as part of site plan approval for all **buildings** shown as over four storeys in height on Diagrams 6-11, inclusive, of By-law - 2019 **[Clerks to insert number]**, the owner shall submit wind studies, to the satisfaction of the Chief Planner; and
 - (s) the owner agrees not to register a plan of subdivision for any of Blocks 2A, 2B, 3A, 3B, 4, 5, 5A, 6B, 6C, 7, 10, 11 and/or 13 until the Don Mills Crossing Secondary Plan is adopted by City Council.
21. The owner of each phase of development, being the development of Blocks 1A, 1B, 5A, 6A, 8, 9, 12, 14A, 14B, 15, 16 and 17, (Phase 1), Blocks 3A, 3B, ~~5A~~, 6B, 6C, 10, 11 and 13 (Phase 2), Blocks 4, 5 and 7 (Phase 3), and Blocks 2A and 2B (Phase 4), respectively, shall provide and maintain within each phase of the development:
- (a) a minimum of forty percent (40 percent) of the total number of **dwelling units** within such phase, excluding the Affordable Rental Housing **Building** required by Section 16 of this Appendix "A" and the Affordable Ownership Housing Units required by Section 17 of this Appendix "A", as two-bedroom or three-bedroom units of which:
 - (i) A minimum of ten percent (10 percent) of the **dwelling units** referred to in Section 21(a) shall be provided as three-bedroom units having a minimum size of 100 square metres of residential **gross floor area**;
 - (ii) A minimum of fifteen percent (15 percent) of the **dwelling units** referred to in Section 21(a) shall be provided as either:
 - A. two-bedroom units having a minimum size of 87 square metres of residential **gross floor area**; and
 - B. three-bedroom units having a minimum size of 100 square metres of residential **gross floor area**; or

- (iii) A combination of two-bedroom units and three-bedroom units in accordance with the minimum unit size requirements in (A) and (B) above; and

- (b) notwithstanding the unit size requirements identified in Sections 21(a)(i) and 21(a)(ii) above, such lesser unit size and bedroom requirements as may be required by the Don Mills Secondary Plan, as finally approved.
22. As part of the first site plan application for each phase of the development as set out in Section 21 of this Appendix "A", the owner of each phase shall submit a housing report which addresses the requirements identified in accordance with Section 21 of this Appendix "A" and identifies:
- (a) the proposed number of two and three-bedroom units for each Block within the subject Phase; and
 - (b) proposed minimum unit sizes for such two and three-bedroom units for each Block within the subject phase.
23. For clarity, the owner of each phase is not required to provide the minimum unit sizes and bedroom requirements identified in accordance with Section 21 of this Appendix "A" on any individual Block, provided such requirements are satisfied collectively for each phase. In addition, the maintenance of the minimum unit sizes and bedroom requirements shall be secured as part of site plan approval for any individual Block or portion thereof, to the satisfaction of the Chief Planner.
24. The owner agrees to provide and maintain all related facilities that comprise the Affordable Rental Housing **Building** and the lands within Block 5A in accordance with the terms of the Section 37 Agreement, including the following:
- (a) the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be comprised of at least 25,000 square metres of residential **gross floor area**, (exclusive of indoor amenity space);
 - (b) prior to issuance of any above-grade **building** permit on Blocks 5 and 7, the Affordable Rental Housing **Building** on Block 5A shall be ready and available for occupancy, to the satisfaction of the Chief Planner and the Chief Building Official;
 - (c) no above-grade **building** permit, including for clarity any conditional above-grade **building** permit, on Blocks 4, 5, 6B, 6C, 7, 10, 11, and 13 (being a portion of Phase 2 and Phase 3), shall be issued prior to:
 - (i) Issuance of the first above-grade **building** permit for the Affordable Rental Housing **Building** on Block 5A; and
 - (ii) Conveyance of Blocks 3A and 3B to the City;
 - (d) no portion of the affordable rental housing units on Block 5A shall be registered as condominium or any other form of ownership such as life lease or co-ownership which provide a right to exclusive possession of a unit, and no application for conversion for non-rental housing purposes, or application to demolish any portion of the affordable rental housing units can be made for a period which shall not be less than a continuous forty-nine (49) year period commencing on the date of the first occupancy of the each affordable rental housing unit to be occupied on Block 5A (the "49 Year Period");

- (e) when the 49 Year Period has expired, the affordable rental housing units shall continue to be provided and maintained as rental dwelling units on Block 5A, unless and until such time as the owner has applied for and obtained all approvals necessary to do otherwise as set out in the Section 37 Agreement;
 - (f) the affordable rental housing units will be maintained with affordable rents during the first 25 years from the date when each of the units are first occupied , such that the initial rent shall not exceed 1 times the average City of Toronto rent, by unit type (number of bedrooms), inclusive of utilities (heat, electricity, gas, and water, but excluding vehicle parking, internet and cable television charges) as reported annually by the Canada Mortgage and Housing Corporation in its Fall Rental Market Report;
 - (g) increases to the initial rents charged to tenants who commenced occupancy of any of the affordable rental housing units during the first 25 years of occupancy may be escalated annually by not more than the provincial rent increase guideline until the tenancy ends, subject to any applicable above guideline increases permitted in the Section 37 Agreement;
 - (h) at least ten (10) percent of the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be designed as three-bedroom units or larger in compliance with the provisions of the Ontario Building Code, all of which shall have bedrooms located on an exterior wall with glazing in each bedroom;
 - (i) at least twenty (20) percent of the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be designed as two-bedroom units or larger in compliance with the provisions of the Ontario Building Code;
 - (j) no more than seventy (70) percent of the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be bachelor or one-bedroom units, of which bachelors may not comprise more than 15 percent of the total number of affordable rental housing units; and
 - (k) the minimum floor area for the affordable rental housing units in the Affordable Rental Housing **Building** on Block 5A shall be as follows, where all measurements shall be made in accordance with Tarion Bulletin 22:
 - (i) Bachelor units shall have a minimum size of at least 40 square metres;
 - (ii) One-bedroom units shall have a minimum size of at least 45 square metres;
 - (iii) Two-bedroom units shall have a minimum size of at least 68 square metres; and
 - (iv) Three-bedroom units shall have a minimum size of at least 90 square metres.
25. The Affordable Rental Housing **Building** on Block 5A shall also include the facilities and services as set out in the Section 37 Agreement, including:

- (a) *amenity space*: the indoor and outdoor amenity spaces that are part of the Affordable Rental Housing **Building** shall include the following criteria:

- (i) Indoor amenity space will be provided at a minimum ratio of 2 square metres per unit and will contain a multipurpose room with kitchen and access to a barrier-free bathroom and will have direct access to outdoor amenity space subject to By-law - 2019 [Clerks to insert number], or otherwise satisfactory to the Chief Planner;
 - (ii) Outdoor amenity space will be provided for the Affordable Rental Housing **Building** on Block 5A at a minimum ratio of 2 square metres per unit subject to the By-law - 2019 [Clerks to insert number] or otherwise satisfactory to the Chief Planner; and
 - (iii) For clarity, the minimum amounts of amenity space referred to in this Section 25 shall be for the exclusive use of the residents of the Affordable Housing Rental **Building**.

- 26. The owner shall provide a minimum of eight (8) affordable ownership housing units in accordance with the requirements of the Section 37 Agreement (the "Affordable Ownership Housing Units"):
 - (a) the Affordable Ownership Housing Units shall be located on Block 9 and/or Block 12;
 - (b) the total residential **gross floor area** of the Affordable Ownership Housing Units shall have a minimum total residential **gross floor area** of 720 square metres and will be provided in either a **townhouse** or **apartment building** form;
 - (c) the following minimum sizes and types shall be provided to the satisfaction of the Chief Planner. All measurements and unit sizes shall be made in accordance with Tarion Bulletin 22:
 - (i) No fewer than four of the Affordable Ownership Housing Units shall have at least three bedrooms and have a minimum residential **gross floor area** of 100 square metres per unit; and
 - (ii) No fewer than four of the Affordable Ownership Housing Units shall have at least two bedrooms and have a minimum residential **gross floor area** of 80 square metres per unit;
 - (d) each bedroom in each Affordable Ownership Housing Unit shall have a window that opens and closes and be a bedroom as defined by the Ontario Building Code;
 - (e) each Affordable Ownership Housing Unit shall be constructed to a fully-finished condition, to a similar standard of materials, workmanship and finishings as the **townhouse** or **apartment building** units on Blocks 8, 9, and 12, to the satisfaction of the Chief Planner;
 - (f) each Affordable Ownership Housing Unit will have access to all **building** facilities and amenities on the same terms and conditions as all other residents of the condominium units in the subject **building** or subject phase of development (being Blocks 8, 9, and 12), as appropriate, to the satisfaction of the Chief Planner; and

- (g) the layouts and locations of each of the Affordable Ownership Housing Units, including the locations of Affordable Ownership Housing Unit **parking spaces**, shall be proposed in consultation with the affordable ownership housing provider, shall be shown on the drawings submitted as part of the Site Plan Application for the Block on which the Affordable Ownership Housing Units are to be constructed, and shall be to the satisfaction of the Chief Planner.
27. The Owner shall convey the Affordable Ownership Housing Units, in fee simple and at nominal cost, to an affordable ownership housing provider subject to the following:
- (a) prior to the issuance of the first above-grade **building** permit for the Block on which the Units are located (being Block 9 and/or Block 12), the owner of such Block shall enter into an agreement of purchase and sale with the affordable housing provider and/or the City to secure the provision and conveyance of the Affordable Ownership Housing Units to the affordable housing provider in accordance with the terms of the Section 37 Agreement;
- (b) the owner shall complete and have ready for occupancy the Affordable Ownership Housing Units prior to:
- (i) The first residential use within each **building** containing any Affordable Ownership Housing Units on the Affordable Ownership Housing Block; and
- (ii) The conveyance to the affordable ownership housing provider;
- all to the satisfaction of the Chief Planner, and upon such conveyance, the affordable ownership housing block owner is responsible for the continuing provision and maintenance of the Affordable Ownership Housing Units.
28. Each of the Affordable Ownership Housing Units will be maintained as affordable in accordance with the Section 37 Agreement for a period of at least twenty (20) years for each Affordable Ownership Housing Unit from the sale closing date for the first eligible purchaser of an Affordable Ownership Housing Unit during which time the unit may only be sold at the affordable ownership housing price and only to an eligible purchaser in accordance with the terms of the Section 37 Agreement.
29. Prior to the issuance of the first above-grade **building** permit for the affordable ownership housing Block (being Block 9 and/or Block 12), the owner shall register a Section 118 Restriction under the *Land Titles Act* on the affordable ownership housing Block, in a form and with priority to the satisfaction of the City Solicitor, restricting any transfer or charge of the Block during the affordable ownership housing affordability period without the consent of the Chief Planner as set out in the Section 37 Agreement.
30. The owner shall convey to the City any necessary public easements securing access to the publicly accessible private open spaces ("POPS") and or surface easement(s), to the satisfaction of the City Solicitor, and Chief Planner, including:
- (a) over the Block 1B plaza space (POPS) as generally shown on Diagram 7 of By-law - 2019 **[Clerks to insert number]**;

- (b) the Future Private Street public access having a minimum width of 16.5 metre (surface easement) as generally shown on Diagram 12 of By-law - 2019 [Clerks to insert number];
 - (c) over Block 12 between Public Street C and Block 14B connecting in between the central and eastern most towers (POPS) as generally shown on Diagram 8 of By-law - 2019 [Clerks to insert number];
 - (d) the easements will acknowledge the use of the space as part of a large pedestrian area which will be animated with a variety of activities throughout the year, but a portion of which will remain open and accessible to the public, subject to temporary closures on terms and conditions satisfactory to the Chief Planner and permitted encroachments for commercial activities, buildings and structures where appropriate and permitted by Bylaw - 2019 [Clerks to insert number]; and
 - (e) the exact location and design and timing of delivery of the POPS and surface easement(s) to be determined in the context of site plan approval.
31. Upon registration of a plan of subdivision including Blocks 8, 9, and 12, the owner shall convey Block 6A to the City free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR and in consultation with the City Solicitor with respect to the easements, encumbrances and encroachments.
32. Prior to the issuance of the first above-grade building permit on Blocks 8, 9, and/or 12, the owner shall:
- (a) submit a cost estimate and any necessary plans for the base park improvements for Block 6A to the satisfaction of the General Manager, PFR; and
 - (b) post an irrevocable letter of credit, including provisions for upwards indexing, in a form and from an institution and in the amount of 120 percent of the value of the base park improvements for Block 6A, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with base park improvements, in accordance with the terms of the Section 37 Agreement.
33. Prior to first residential use on Blocks 8, 9, and/or 12, the construction of the base park improvements to Block 6A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the base park improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of base park improvements.
34. The owner may elect to provide above base park improvements on Block 6A for a Development Charges credit as set out in Section 46 of this Appendix "A". If the owner elects to provide above base park improvements on Block 6A, the following conditions apply:

- (a) prior to the issuance of the first above-grade building permit on Blocks 8, 9, and/or 12, the owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of Development Charges credit as set out in Section 46 of this Appendix "A";

- (b) prior to the issuance of the first above-grade building permit on Blocks 8, 9, and/or 12 (being a portion Phase 1), the owner is required to submit working drawings, specification and landscape plans for Block 6A showing the scope and detail of the work for the above base park improvements for review and approval by the General Manager, PFR; and
 - (c) prior to first residential use on Blocks 8, 9, and/or 12, the construction of above base park improvements to Block 6A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the above base park improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised date for the completion of the above base park improvements.
35. Prior to the issuance of any above-grade building permit on Blocks 1A, 1B, 8, 9 and/or 12 (a portion of Phase 1), the owner will be required to:
- (a) register a reference plan (or plans) on title to the property municipally known as 844 Don Mills Road showing the Block 3A and the Block 3B lands, to the satisfaction of the City Solicitor;
 - (b) provide a title opinion to the City for the Block 3A and the Block 3B lands, to the satisfaction of the City Solicitor; and
 - (c) register a Section 118 Restriction under the *Land Titles Act* in a form and with priority to the satisfaction of the City Solicitor, agreeing not to transfer or charge all or any part of Block 3A and/or Block 3B without the consent of the General Manager, PFR, in order to restrict any conveyance other than as contemplated by Sections 31 and 32 of this Appendix "A";
- where all of (a)-(c) above shall be in a form that is to the satisfaction of the City Solicitor.
36. Block 3B shall be conveyed to the City 45 days after:
- (a) the later of:
 - (i) Peer-reviewed environmental reports and peer-reviewed remediation completed, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, filing of the Record of Site Condition on the Ontario Environmental Site Registry and submitting the Ministry 's Letter of Acknowledgement;
 - (ii) Completion of required parkland improvements set out in the Section 37 agreement (base park improvements) including demolition and removal of the factory building,

but in any event prior to plan registration of any plan of subdivision for Blocks 3A, 3B, 4, 5, ~~5A~~, 6B, 6C, 7, 10, 11, and 13; or
 - (iii) completion of the Enhanced and Enlarged Community Centre should the owner agree to design and construct the Enhanced and Enlarged Community Centre.

37. Prior to the issuance of the first above-grade building permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of the Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of the Phase 3), whichever is earlier, the owner shall:
- (a) submit a cost estimate and any necessary plans for the base park improvements for Block 3B to the satisfaction of the General Manager, PFR; and
 - (b) post an irrevocable letter of credit, in a form and from an institution and in the amount of 120 percent of the value of the base park improvements for Block 3B, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the Development for costs associated with base park improvements.
38. Prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of the base park improvements to Block 3B shall be completed, to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the base park improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of base park improvements.
39. The owner may elect to provide above base park improvements on Block 3B for a Development Charges credit as set out in Section 46 of this Appendix "A". If the owner elects to provide above base park improvements on Block 3B, the following conditions apply:
- (a) prior to the issuance of the first above-grade building permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to 120 percent of Development Charges credit as set out in Section 46;
 - (b) prior to the issuance of the first above-grade building permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit working drawings, specification and landscape plans for Block 3B showing the scope and detail of the work for the above base park improvements for review and approval by the General Manager, PFR; and
 - (c) prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of above base park improvements to Block 3B shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the above base park improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of the above base park improvements.

40. Block 3A shall be conveyed to the City prior to the registration of the plan of subdivision for Phase 2 (Blocks ~~5A~~, 6B, 6C, 10, 11 and 13) or Phase 3, (Blocks 4, 5 and 7) whichever is earlier, complete with required parkland improvements set out in the Section 37 Agreement (base park improvements) including demolition and removal of the factory building, to the City as parkland

dedication, unless the owner agrees to undertake above base park improvements as set out in the Section 37 Agreement.

41. Prior to the issuance of the first above-grade building permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner shall:
 - (a) submit a cost estimate and any necessary plans for the base park improvements for Block 3A to the satisfaction of the General Manager, PFR; and
 - (b) post an irrevocable letter of credit, in a form and from an institution and in the amount of 120 percent of the value of the base park improvements for Block 3A, all to the satisfaction of the General Manager, PFR. No credit shall be given towards the Parks and Recreation component of the Development Charges payable for the development for costs associated with base park improvements.

42. Prior to first residential use or first condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of the base park improvements to Block 3A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the base park improvements shall be taken into consideration and at the discretion of the General Manager, PFR when determining a revised completion date for construction of base park improvements.

43. The owner may elect to provide above base park improvements on Block 3A for a Development Charges credit as set out in Section 46 of this Appendix "A". If the owner elects to provide above base park improvements on Block 3A, the following conditions apply:
 - (a) prior to the issuance of the first above-grade building permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit a design and cost estimate to be approved by the General Manager, PFR, and a letter of credit equal to equal to 120 percent of Development Charges credit as set out in Section 28;
 - (b) prior to the issuance of the first above-grade building permit on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the owner is required to submit working drawings, specification and landscape plans for Block 3A showing the scope and detail of the work for the above base park improvements for review and approval by the General Manager, PFR; and
 - (c) prior to the first residential use or condominium registration, whichever is earlier, on Blocks 6B, 6C, 10, 11, and/or 13 (being a portion of Phase 2) and/or Blocks 4, 5, and/or 7 (being a portion of Phase 3), whichever is earlier, the construction of above base park improvements to Block 3A shall be completed to the satisfaction of the General Manager, PFR. Unforeseen delays (e.g. weather and other typical force majeure issues) resulting in the late completion of the above base park improvements shall be taken into consideration and at the discretion of

the General Manager, PFR when determining a revised completion date for construction of the above base park improvements.

44. Prior to the issuance of any above-grade **building** permit for any **building** or **structure** adjacent to Blocks 6A, 3A, and/or 3B, the owner agrees to demonstrate adequately that the Ontario Building Code requirements have been achieved to the satisfaction of the General Manager, PFR. For greater clarity, Blocks 6A, 3A, and 3B shall be deemed to be parkland in respect of the limiting distance requirements of the *Building Code Act*. The owner shall achieve setbacks required by the Ontario Building Code related to fire separation on the lands on any portions of a **building** that abut Blocks 6A, 3A, and 3B. A five (5) metre setback will apply to any **building** located next to Blocks 6A, 3A, and 3B or the required setback to meet the Ontario Building Code for fire separation, whichever is greater.
45. Prior to the issuance of any shoring and excavation permits for Blocks 6B, 6C, 10, 11 and/or 13 and /or Blocks 4, 5, and/or 7, whichever is earlier, the owner must enter into a construction staging agreement with the City for Block 3A and/or Block 3B, if Block 3A and/or 3B has been conveyed to the City and the owner seeks to stockpile any soils or materials on Block 3A and/or Block 3B, or use Block 3A and/or Block 3B as an interim construction staging area.
46. City Council approve a Development Charges credit against the Parks and Recreation component of the Development Charges for the design and construction by the owner of the above base **park** improvements on Blocks 6A, 3A, and 3B, to the satisfaction of the General Manager, PFR; such credit to be in an amount that is the lesser of (i) the cost to the owner of designing and constructing the above base **park** improvements, as approved by the General Manager, PFR, less the owner 's five hundred thousand dollar (\$500,000, as indexed) cash-in-lieu contribution to parkland dedication and (ii) an agreed upon portion of 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.
47. City Council, if an agreement to construct the Enhanced and Enlarged Community Centre with the owner is reached, approve a Development Charges credit against the Parks and Recreation component of the Development Charges for the construction by the owner of the Enhanced and Enlarged Community Centre, all to the satisfaction of the General Manager, PFR; such credit to be in the amount that is the lesser of : (i) the cost to the owner of constructing the Enhanced and Enlarged Community Centre as approved by the General Manager, PFR, less the owner 's contributions of five hundred thousand dollars (\$500,000 as indexed) and twelve million dollars (\$12,000,000, as indexed), and (ii) an agreed upon portion of 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.
48. The owner is responsible for paying the portion of the Parks and Recreation component of Development Charges in Section 43 of this Appendix "A" and shall be reimbursed, or otherwise as set out in the Section 37 Agreement, by the City for the credit referred to in Section 41 following completion of the Enhanced and Enlarged Community Centre by the owner, to the satisfaction of the General Manager, PFR, and subject to the terms of the Section 37 Agreement.
49. City Council approve a Development Charges credit against the Roads and Related component of the Development Charges for the construction by the owner of the Active Rail Crossing, all to the satisfaction of the General Manager, Transportation Services; such credit to be a maximum amount that is the lesser of: (i) the costs to the owner of

constructing the crossing, such costs including but not limited to all the costs of design, consulting, working drawings and specifications, construction labour and materials, general supervision during construction, contract administration, inspection and testing and certification of completions as approved by the General Manager, Transportation Services less the owner 's four million dollar (\$4,000,000 as

indexed) contribution, and (ii) the Roads and Related component of Development Charges payable for the development.

50. The owner is responsible for paying the portion of the Roads and Related component of Development Charges in Section 49 of this Appendix "A" and shall be reimbursed, or otherwise as set out in the Section 37 Agreement, by the City for the credit referred to in Section 49 following completion of the Active Rail Crossing by the owner, to the satisfaction of the General Manager, Transportation Services, and subject to the terms of the Section 37 Agreement.
51. Prior to the issuance of any demolition, shoring and excavation permits, or any other **building** permits for the construction of this development, or any phase or stage of this development, the owner shall complete a Metrolinx Technical Review and enter into a construction agreement(s) with Crosslinx Transit Solutions (CTS). The construction agreement(s) will ensure works are phased in a coordinated manner with that of the LRT construction.
52. No **building** permits are to be issued on Blocks 1 or 7 that would obstruct or otherwise interfere with the easement described as Parts 1 and 2 on Plan AT4302595.
53. Prior to the issuance of **building** permits for sales trailers for the purposes of marketing commercial or residential units on the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], the owner shall submit and obtain the written approval from Metrolinx for any display plans and other information to be used for sales and/or marketing purposes that illustrate LRT station infrastructure.
54. Prior to registration of a plan of subdivision or issuance of any **building** permit for the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], the owner agrees to enter into an agreement to erect and maintain signs, and to erect and maintain such signs to the specifications of the Toronto District School Board, at points of egress and ingress of the lands shown on Diagram 1 of By-law - 2019 [Clerks to insert number], advising that:

"The Toronto District School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available.

For information regarding designated school(s), please call (416) 394-7526.

Document comparison by Workshare Compare on Wednesday, June 08, 2022
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