

Eileen P. K. Costello Direct: 416.865.4740 E-mail:ecostello@airdberlis.com

December 1, 2022

Matter No. 152089

BY EMAIL

With Prejudice

Ray Kallio
Planning and Administrative Law
Legal Services, City of Toronto
Metro Hall, 26th floor
55 John Street
Toronto ON M5V 3C6

Dear Mr. Kallio:

Re: With Prejudice Settlement Proposal

429-455 Richmond Street East and 69, 71 & 75 Ontario Street, Toronto

OLT Case No. OLT-22-002071 / Legacy Case No. PL210235

Please be advised that Aird & Berlis LLP acts on behalf of Bel Ontario Inc. and BJL Properties Ltd. (collectively, our "Client") with respect to the properties municipally knowns as 429-455 Richmond Street East and 69, 71 and 75 Ontario Street, Toronto (collectively, the "Site"). The Site is currently occupied by commercial and residential buildings that range from 1 to 2 $\frac{1}{2}$ storeys in height, with associated surface parking.

Background

On December 30, 2019, our office filed applications to amend Zoning By-laws 438-86 and 569-2013 ("**ZBLAs**"), (collectively the "**Original Applications**") on behalf of our Client with respect to the Site, to permit a new 35 storey mixed-use building, including mezzanine level and excluding mechanical penthouse, consisting of 251 dwelling units and 286 square metres of grade related retail uses.

City of Toronto staff prepared a Preliminary Report dated February 25, 2020, regarding the Original Applications, which was presented and considered by Toronto and East York Community Council ("TEYCC") on March 12, 2020. A Community Consultation meeting occurred on December 14, 2020.

Subsequent to the Original Applications, our Client purchased the property municipally known as 71 Ontario Street in order to provide for a comprehensive development on a larger site.

On March 19, 2021 our Client made a resubmission, which included the lands at 71 Ontario Street. The resubmission contemplated a 38 storey mixed-use building, excluding mezzanine and mechanical penthouse levels, with approximately 354 residential dwelling units and 394 square metres of commercial space located at grade, with frontages along both Ontario Street and Richmond Street East.

On March 31, 2021, and on behalf of our Client, we appealed Council's failure to make a decision within the statutory time frame to the Ontario Land Tribunal ("**OLT**"), pursuant to Section 34(11) of the *Planning Act*, R.S.O, c P. 13, as amended (the "Appeal").

On November 2, 2021, City staff presented a Request for Directions report related to the Appeal. This report was considered by TEYCC on November 24, 2021 and the recommendations were adopted by City Council on December 15, 2021.

The OLT has scheduled a hearing of the Appeal commencing on January 16, 2023.

Settlement Proposal

We are writing to provide a full and final settlement offer to resolve the Appeal (the "Settlement Proposal") which offers additional built form modifications and other benefits to be secured through the Site Plan Approval process, arrived at in response to comments received from and discussions had with City staff.

The Settlement Proposal, which is generally reflected in the architectural drawings prepared by architectsAlliance and dated November 25, 2022, are enclosed herewith and includes the following modifications to the Original Applications:

- Increased setback of 9 metres from the tower face to the east lot line (with encroachment for balconies);
- Increased width of the sidewalk along Richmond Street East to a width of 4.8 metres from the building face to the curb; and
- Increased height of cantilever and podium of the building along Richmond Street East to provide a minimum of 7.0 metres clearway from grade.

Our Client commits to providing a unit mix which implements the direction of the Downtown Plan and which provides for: a minimum of 10 per cent of the total number of units as 3-bedroom units of 100 square metres of gross floor area or more; a minimum of 15 per cent of the total number of units as 2-bedroom units of 87 square metres of gross floor area or more; and an additional 15 per cent of the total number of units will be a combination of 2-bedroom and 3-bedroom units.

Please note that due to the preliminary nature of the architectural plans and the significant changes to the built form in response to the City's requested changes, the final unit count and percentage of unit types have not been determined at this time. The Settlement Proposal does not contemplate a total number of units. Our client commits to working cooperatively with City Staff to finalize the Zoning By-law Amendment.

Parkland

As agreed to by City Staff, our Client shall fully satisfy the required parkland dedication pursuant to Section 42 of the *Planning Act* either by (1) identifying an off-site location with Staff and/or by (2) providing payment of cash-in-lieu. If by the time of the issuance of NOACS, as part of the site plan approval process, an off-site parkland location has not been secured, cash-in-lieu will be used to satisfy the obligation of Section 42 of the *Planning Act* in full. If an off-site location is



secured at that time which does not fully satisfy the Section 42 requirements, any residual dedication owing would be satisfied with a cash-in-lieu payment.

Matters to be Addressed Through Site Plan Approval

In addition to the above matters to be secured in a revised site specific ZBLA for the Site, the following matters are agreed to be addressed as conditions of Site Plan Approval:

- Our Client will submit a revised pedestrian level wind study, to the satisfaction of the Chief Planner and Executive Director, City Planning, and provide any required wind mitigation measures;
- Our Client will submit documentation and financial contributions in the form of certified cheques (overall amount to be determined) for the implementation of a Transportation Demand Management (TDM) plan, to the satisfaction of the General Manager, Transportation Services, prior to Site Plan Approval. These provisions may include, but are not limited to:
 - a. One (1) bike-share membership per unit, offered for the first year of occupancy;
 - b. One (1) one-month Presto membership per unit, offered during the first year of occupancy; and
 - c. A minimum of two (2) bike repair stations provided on-site.
- 3. Our Client will explore whether a further widening of the sidewalk space along the Richmond Street East frontage can be achieved through potentially narrowing the vehicle lanes of the street, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, and the Chief Planner and Executive Director, City Planning, prior to Site Plan Approval. This would be secured through measures including the submission of an acceptable functional plan, cost estimate and financial security.
- 4. Our Client will submit a shared access agreement to allow the driveway for the 53-55 Ontario site to the south to be shared with the Site

Conditions to Final Order

Our Client agrees that the following matters will be addressed to the satisfaction of the City prior to the issuance of the OLT's Final Order:

- 1. the zoning by-law amendment be finalized, in a form and content acceptable to the City Solicitor and Chief Planner and Executive Director, City Planning, that implement the proposed development;
- 2. the owner has provided for the withdrawal of their appeals of Official Plan Amendments 352 and 525, and shall not seek any party or participant status on those appeals;
- 3. the owner has addressed outstanding issues in relation to site servicing and has submitted reports and drawings related to the following, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services:



- a. Functional Servicing and Stormwater Management Report;
- b. Hydrogeological and Geotechnical Report; and
- c. any other related engineering reports and drawings.
- 4. the owner has agreed that the design and implementation of municipal infrastructure will be at the owner's sole cost and expense for any upgrades or improvements to City infrastructure identified in the approved Functional Servicing and Stormwater Management, Hydrogeological and/or Geotechnical Reports, with such improvements being secured to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

Implementation

We understand that the Settlement Proposal is acceptable to City staff and will form the basis of a report to Council at the meeting commencing on December 14, 2022 recommending that Council accept the settlement. This settlement offer is conditional upon that timing being achieved and the following implementation matters:

- 1. The City will attend in support of the Settlement Proposal at the OLT hearing commencing on January 16, 2023;
- 2. The City consents to the settlement being filed via reply evidence with the OLT when such evidence is required, on or before December 23, 2022; and
- 3. The City will support any motion which may be required at the OLT hearing to introduce this settlement.

We appreciate the opportunity to continue this dialogue with the City. Should you have any questions about the foregoing, please contact the undersigned.

Thank you very much.

Yours truly,

AIRD & BERLIS LLP

Eileen P. K. Costello EPKC/nh Encl

51316213.2



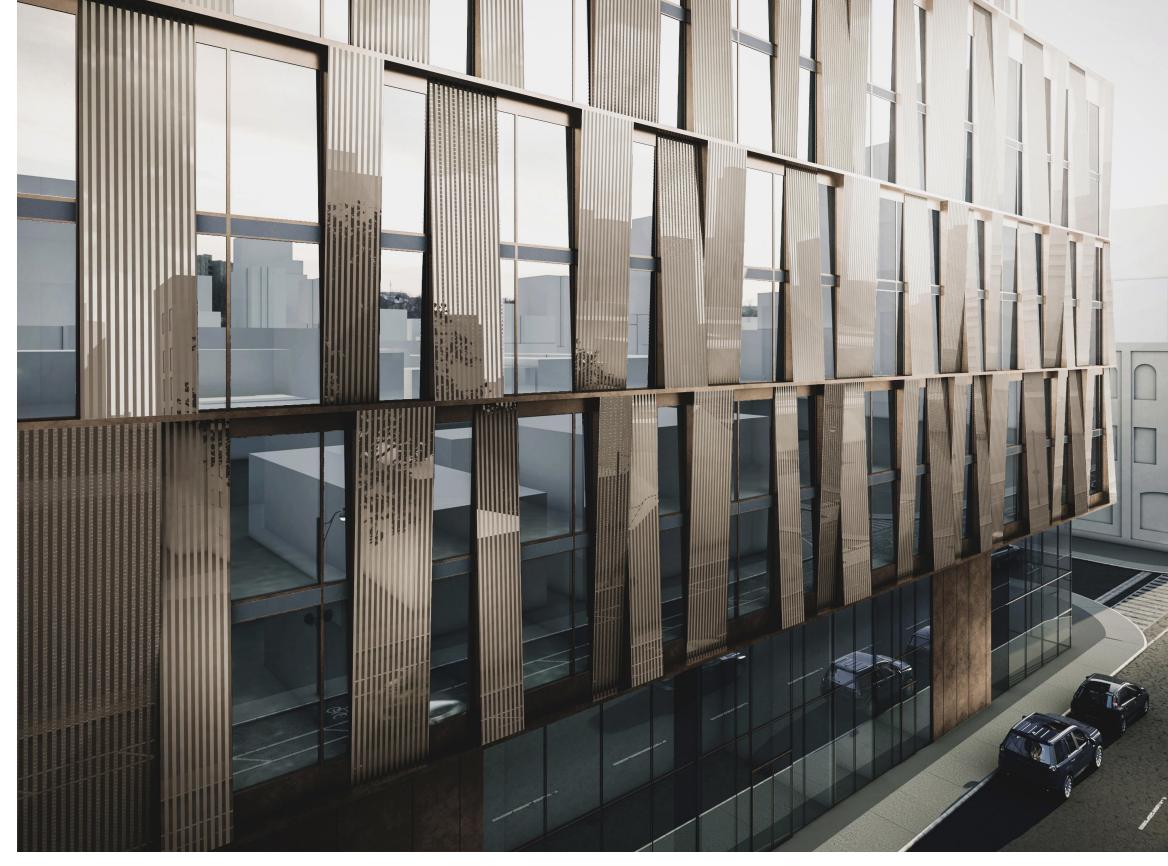


429, 431, 455 Richmond Street East, 69, 71 and 75 Ontario Street

ISSUED FOR REZONING 19.11.27
REISSUED FOR REZONING 21.02.26
ISSUED FOR SETTLMENT 22.11.25

LAMB DEVELOPMENT







PODIUM VIEW LOOKING WEST

VIEW LOOKING SOUTH-EAST

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6. All work is to be carried out in conformance with the Code and Bylaws of the authorities having jurisdiction.

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NO	ISSUANCE	DATE
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2	REISSUED FOR REZONING	2021-02-26
3	ISSUED FOR SETTLEMENT	2022-11-25
4	-	-
5	_	_



architectsAlliance

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75 Ontario Lamb Development Corp.

429, 431, 455 Richmond Street East, 69, 71 and 75 Ontario Street Toronto Ontario

Renderings	
21727	_

2022-11-30

A.0.2

Site Plan

Statistics Template - Toronto Green Standard Version 3.0 Mid to High Rise Residential and all **New Non-Residential Development**

The Toronto Green Standard Version 3.0 Statistics Template is submitted with Site Plan Control Applications and stand alone Zoning Bylaw Amendment applications. Complete the table and copy it directly onto the Site Plan submitted as part of the application.

For Zoning Bylaw Amendment applications: complete General Project Description and Section 1.

For Site Plan Control applications: complete General Project Description, Section 1 and Section 2. For further information, please visit www.toronto.ca/greendevelopment

General Project Description	Proposed
Total Gross Floor Area	23,156
Breakdown of project components (m²)	
Residential	22,790
Retail	285
Commercial	
Industrial	
Institutional/Other	
Total number of residential units	376

Section 1: For Stand Alone Zoning Bylaw Amendment Applications and **Site Plan Control Applications**

Automobile Infrastructure	Required	Proposed	Proposed 9
Number of Parking Spaces		76	
Number of parking spaces dedicated for priority LEV parking			
Number of parking spaces with EVSE			
Cycling Infrastructure	Required	Proposed	Proposed S
Number of long-term bicycle parking spaces (residential)	339	339	
Number of long-term bicycle parking spaces (all other uses)			
Number of long-term bicycle parking (all uses) located on:			
a) first storey of building			
b) second storey of building		0	
c) first level below-ground		184	
d) second level below-ground		63	
e) other levels below-ground		92	
• II	1	I	1

Cycling Infrastructure	Required	Proposed	Proposed %
Number of short-term bicycle parking spaces (residential)	38	38	
Number of short-term bicycle parking spaces (all other uses)		0	
Number of male shower and change facilities (non-residential)			
Number of female shower and change facilities (non-residential)			

Number of female shower and change facilities (non-residential)			
Tree Planting & Soil Volume	Required	Proposed	Proposed
Total Soil Volume (40% of the site area \div 66 m ² x 30 m ³).	201.3	90	

A.U. I	Covei
A.0.2	Renderings
A.0.3	Context + Statistics

A.0.4 Survey

A.1.1 P3-P4 A.1.2 P2

A.1.3 P1 A.1.4 Ground

A.1.5 Mezz A.1.6 Level 2 A.1.7 Levels 3-7

A.1.8 Level 8 A.1.9 Levels 9-27 A.1.10 Levels 28-39 A.1.11 Levels 40-42

A.1.12 Level 43 A.1.13 Mech Pent A.1.14 Roof Plan

A.2.1 East+South Elevations A.2.2 West+North Elevations

Solid Waste Collection Requirements

109.8 sm

1181 sqft

Total Garbage Rm Area

A.3.1 Section

SHEET INDEX

A.0.1 Cover 3. Drawings are not to be scaled for construction. The Contractor is to verify all existing conditions and dimensions required to perform the work and report any discrepancies with the Contract Documents to the Architect before commencing any work. Context + Statistics

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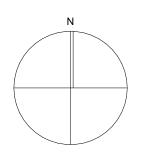
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permission of the Architect.

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Context +	Statistics

21727 1:1, 1:250, 1:1.25 2022-11-30

A.0.3

Floor Area											Residential Units																			
Level	total levels	Ht / flr	Total Ht _ m	GCA/le vel	Total GCA	al	Exterior Residenti al Amenity	GFA Deductio ns	Total Resident ial GFA	Commerci al GFA	Total GFA	Resident Vehicle Parking	EVSE Parking (in Res Parking)	Obstructe d Vehicular Parking (in Res	Bike	Residen t Bike Parking	Commerci al Visitor Bike Parking	Commerc ial Occupan t Bike Parking	S per level	S total	1b per level	1b total	2b per level	2b total	3b per level		2b TH per level	TH total	Total Units	Converti Units t 2BD/3B
P4	1	2.75		1024.0	1024.0			1007.4	16.6		16.6	21	4	5		46														
P3	1	2.75		1024.0	1024.0			1007.4	16.6		16.6	21	4	5		46														
P2	1	2.75		1024.0	1024.0			1007.4	16.6		16.6	21	4	5		63														
P1	1	3.65		1024.0	1024.0			993.0	31.1		31.1	13	4	2		184														
											80.9																			
Ground	1	4.00	4.00	936.3	936.3			147.8	503.6	285.0	788.6				38				0	0	0	0	0	0	0	0	0	0	0	
Mezz.	1	4.00	4.00	380.6	380.6	138.0		59.8	182.9		182.9																	0		
Level 2	1	2.95	2.95	962.4	962.4	311.0	55.0	39.9	611.5		611.5								4	4	4	4	1	1	1	1	0	0	10	
Level 3	1	2.95	2.95	962.4	962.4			39.9	922.5		922.5								6	6	8	8	2	2	1	1		0	17	2
Levels 4, 5	2	2.95	5.90	962.4	1924.9			79.9	1845.0		1845.0								6	12	8	16	2	4	1	2		0	34	2
Level 6	1	2.95	2.95	962.4	962.4			39.9	922.5		922.5								6	6	8	8	2	2	1	1		0	17	3
Level 7	1	3.35	3.35	962.4	962.4			39.9	922.5		922.5								6	6	8	8	2	2	1	1		0	17	3
Level 8	1	4.60	4.60	470.0	470.0	289.0	483.0	39.9	141.1		141.1								0	0	0	0	0	0	0	0		0	0	
Levels 9 to 27	19	2.95	56.05	520.7	9892.5			758.9	9133.7		9133.7								3	57	4	76	1	19	1	19		0	171	38
Levels 28 to 39	12	2.95	37.20	520.7	6247.9			479.3	5768.6		5768.6								1	12	4	48	2	24	1	12		0	96	12
Levels 40 to 42	3	3.25	9.75	520.7	1562.0			119.8	1442.2		1442.2								0	0	0	0	3	9	1	3		0	12	0
Levels 43	1	3.90	3.90	433.6	433.6			39.9	393.7		393.7									0		0		0	2	2		0	2	0
Mech PH	2	3.45	6.90	270.0	540.0			540.0	0.0		0.0									0		0		0		0		0	0	
btotal Above Grade	43		144.50		26237.7	738.0	538.0	2425.0	22789.7	285.0	23074.7																			
Project Totals	43		144.50		30333.7	738.0	538.0	6440.1	22789.7	285.0	23,156	76	16	17	38	339	0	0		103		168		63		42		0	376	60
											249,244	sqft			-					27.4%		44.7%		16.8%		11.2%				16.0
															min u	unit ratio	from Down	town Plan						15%		10%				159

Floor Ar	ea Summary				Vehicular Parking	Summary			
	Provided	By-Law Req.			Vehicular Parking	Provided	By-Law Req.	,	
Site Area	1107.0				Visitor Vehicle Parking	0	23		
Total Res Units	376.0				Res Vehicle Parking	76	213		
Res GFA	22789.7				Obstructed Spaces (included in Res Parking)	17			
Retail GFA	285.0				EVSE Spaces (included in Res Parking)	16	0		
Total GFA	23155.6				Totals	76	236		
Interior Res Amenity	738.0	737	1.96	sm / unit goal 1.96	_				
Exterior Res Amenity	538.0	538	1.43	sm / unit goal 1.43	Bike Parking Su	ımmary			
FSI	20.9		3.39	3.39	Bike Parking	Provided	By-Law Req.		
					Resident Bike Parking	339	339	Tier 1	
Bldg Heigh	t Summary (m)				Visitor Bike Parking	38	38		
	Provided	By-Law Req.			Totals	377	377		
Main Roof Height	137.60							-	
Mech P.H. Height	144.50				Storage Lockers	-			

PLAN OF SURVEY

SHOWING TOPOGRAPHICAL INFORMATION OF PART OF LOTS 9 AND 10

REGISTERED PLAN 7A CITY OF TORONTO

 $\overline{\Lambda}$ KRCMAR SURVEYORS LTD. 2018

BEARINGS SHOWN HEREON ARE GRID AND ARE REFERRED TO THE EASTERLY LIMIT OF ONTARIO STREET AS SHOWN ON BOUNDARIES ACT PLAN BA-1749, HAVING A BEARING OF N16'57'30"W.

ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE RELATED TO CITY OF TORONTO BENCH MARK No. CT692, HAVING AN ELEVATION OF 85.238 METRES.

SUBJECT LANDS COMPRISE ALL OF PINS 21091-0007(LT), 21091-0008(LT), 21091-0151(LT), 21091-0153(LT) AND 21091-0154(LT).

ALL BUILDING TIES ARE TAKEN TO BRICK, UNLESS OTHERWISE NOTED.

DENOTES SURVEY MONUMENT FOUND DENOTES SURVEY MONUMENT PLANTED DENOTES HORIZONTAL CONTROL MONUMENT DENOTES STANDARD IRON BAR

DENOTES SHORT STANDARD IRON BAR DENOTES CUT CROSS DENOTES CONCRETE PIN

DENOTES ORIGIN UNKNOWN DENOTES INSTRUMENT AT1013421 DENOTES INSTRUMENT CA763623

DENOTES PLAN BA-788 DENOTES SURVEYOR'S REAL PROPERTY REPORT BY LAND SURVEY GROUP, O.L.S., DATED JULY 24, 2014 DENOTES PLAN 64R-15578

DENOTES PLAN 66R-29136 DENOTES PLAN OF SURVEY BY KRCMAR SURVEYORS LTD., O.L.S. DATED OCTOBER 28, 2014
(PLAN 65R-(UNREGISTERED)(DWG No. 14-160RP01)

DATED SEPTEMBER 14, 2017 (PLAN 65R-(UNREGISTERED)(DWG No. 14-160RP02) (P9) DENOTES SURVEYOR'S REAL PROPERTY REPORT

BY TOM A. SENKUS, O.L.S., DATED AUGUST 22, 2007 (P10) DENOTES PLAN OF SURVEY BY V. RAIEND, O.L.S.,

DATED SEPTEMBER 13, 1972
DENOTES PLAN OF SURVEY BY TOM DRZIC LTD., O.L.S., DATED MARCH 3, 1981 DENOTES SURVEYOR'S REAL PROPERTY REPORT BY R. AVIS SURVEYING INC., O.L.S., DATED MAY 1, 2017

(P15) DENOTES PLAN OF SURVEY BY KRCMAR SURVEYORS LTD., O.L.S.
DATED MARCH 29, 2018 (DWG No. 14–160BD01) DENOTES KRCMAR SURVEYORS LTD. O.L.S. DENOTES J.D. BARNES LIMITED, O.L.S.

DENOTES WITNESS DENOTES TIE TO BRICK DENOTES TIE TO CONCRETE BLOCK FOUNDATION

DENOTES TIE TO METAL DENOTES STONE RETAINING WALL DENOTES TIE TO STONE DENOTES TIE TO STUCCO

DENOTES WOODEN RETAINING WALL DENOTES WINDOW WELL DENOTES TOP OF CURB DENOTES BOTTOM OF CURB DENOTES TOP OF WALL

DENOTES HYDRO SERVICE (OVE

DENOTES EXISTING GRADE ELEVATION DENOTES BOLLARD

DENOTES DECIDUOUS TREE WITH TRUNK DIAMETER DENOTES GAS METER

DENOTES HYDRO POLE DENOTES LAMP STANDARD

DENOTES MANHOLE DENOTES PARKING METER

TOTAL SITE AREA = 1107.0 m^2

No.s 69 AND 71 ONTARIO STREET AND No.s 429, 431 AND 455 RICHMOND STREET EAST, TORONTO.

SURVEYOR'S CERTIFICATE

. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE REGULATIONS MADE

2. THE SURVEY WAS COMPLETED ON THE 28th DAY OF MARCH, 2018

DATE MARCH 29 , 2018

JUNE 13, 2018: UPDATED TO SHOW EASTERLY LIMIT OF PIN 21091-0153(LT) AS ESTABLISHED USING FOUND EVIDENCE AND SUPPORTING DOCUMENTS.

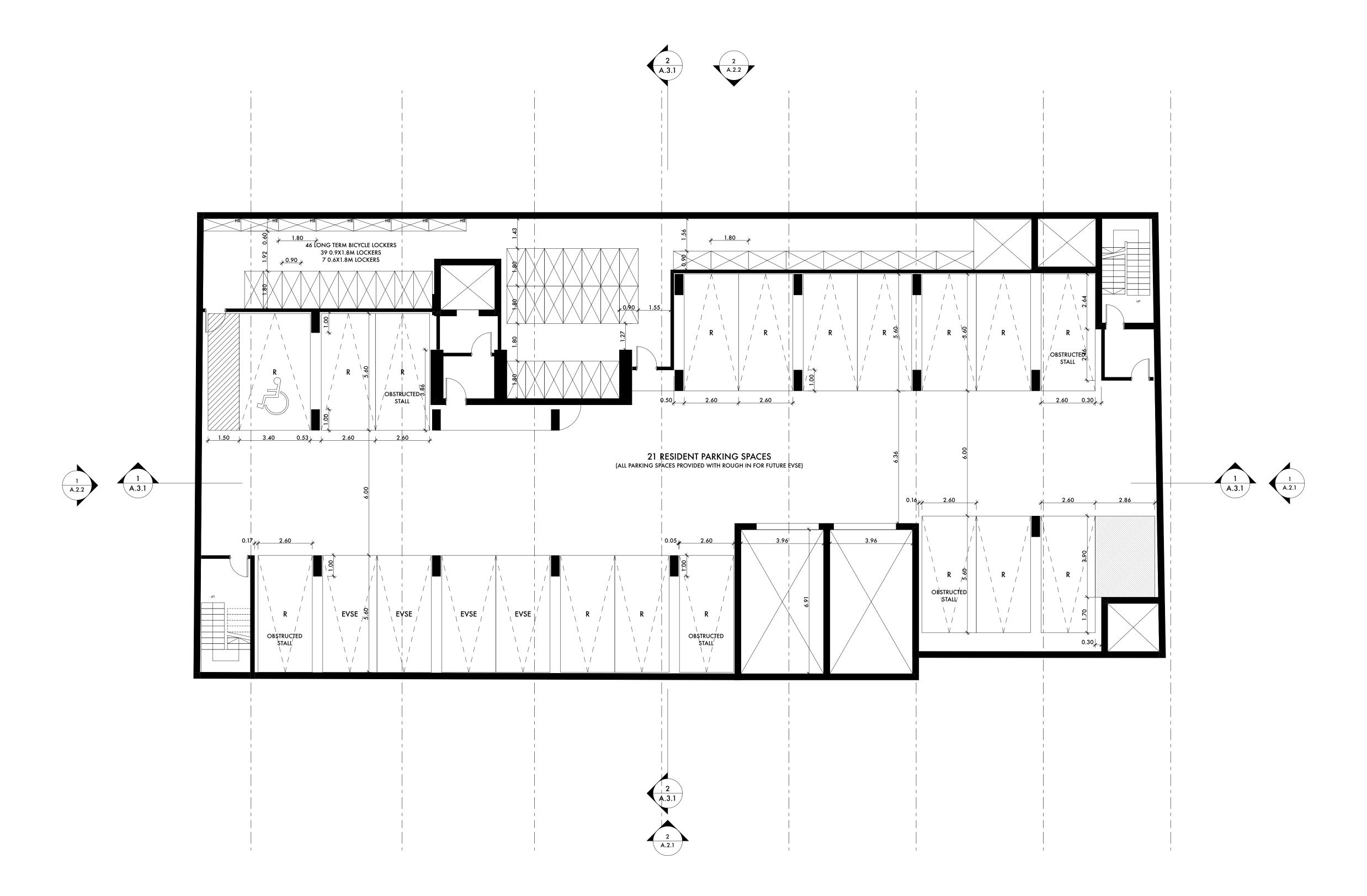
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PLAN AVAILABLE AT www.ProtectYourBoundaries.ca C.L. **CHECKED:** S.N.R./W.G. **JOB NO:** 14-16 **DWG NAME:** 14-160BT01 | **PLOT INFO:** 11:33 13/Jun/2018 | **WORK ORDER NO:** 2074

1137 Centre Street Thornhill ON L4J 3M6 905.738.0053 F 905.738.9221 www.krcmar.ca K R C M $\overline{\Lambda}$ R

WALDEMAR GOLINSKI

ONTARIO LAND SURVEYOR



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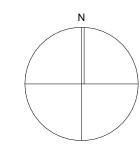
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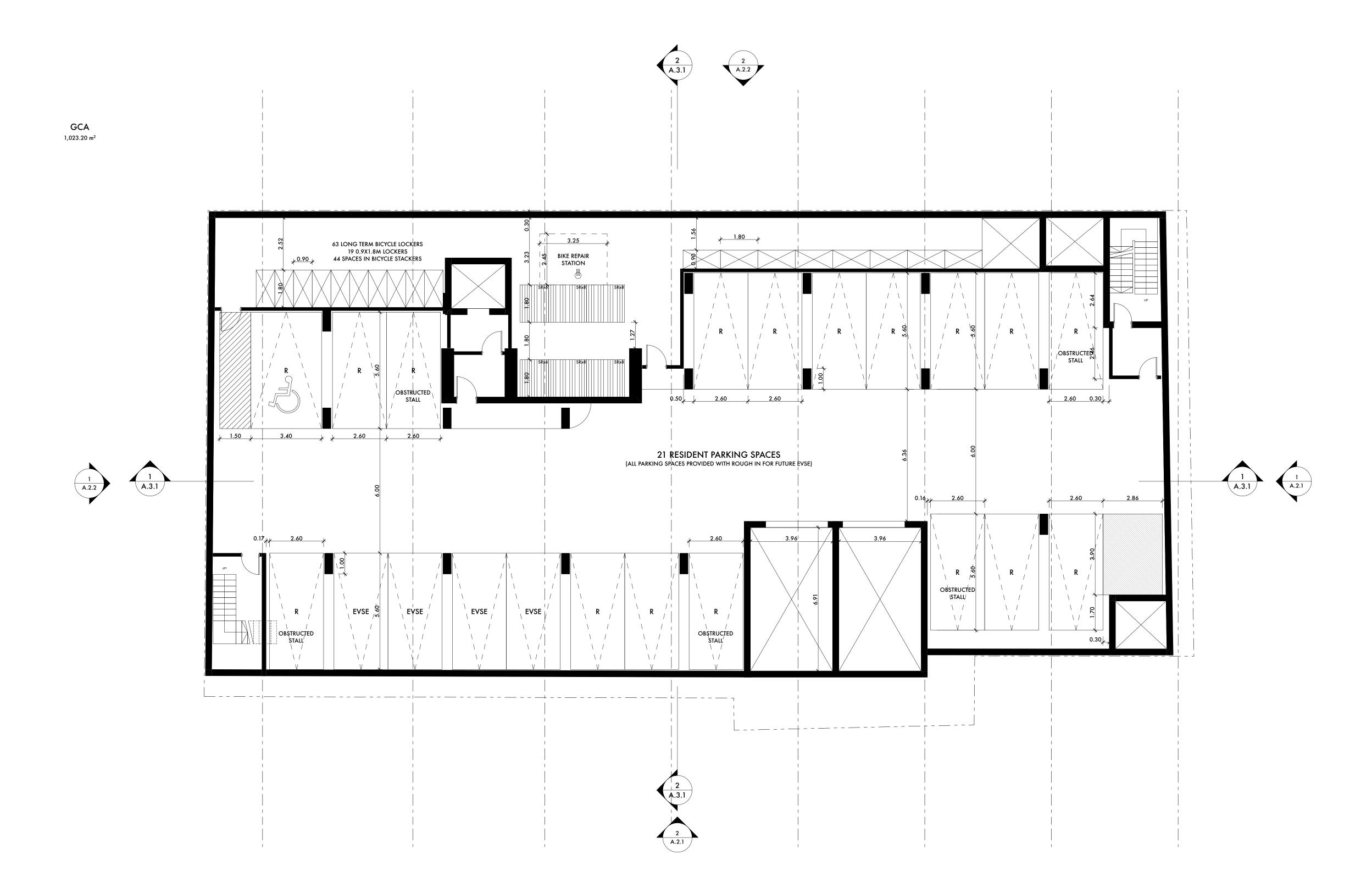
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P3-P4	
21727	
1:100	
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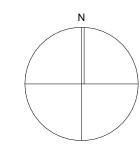
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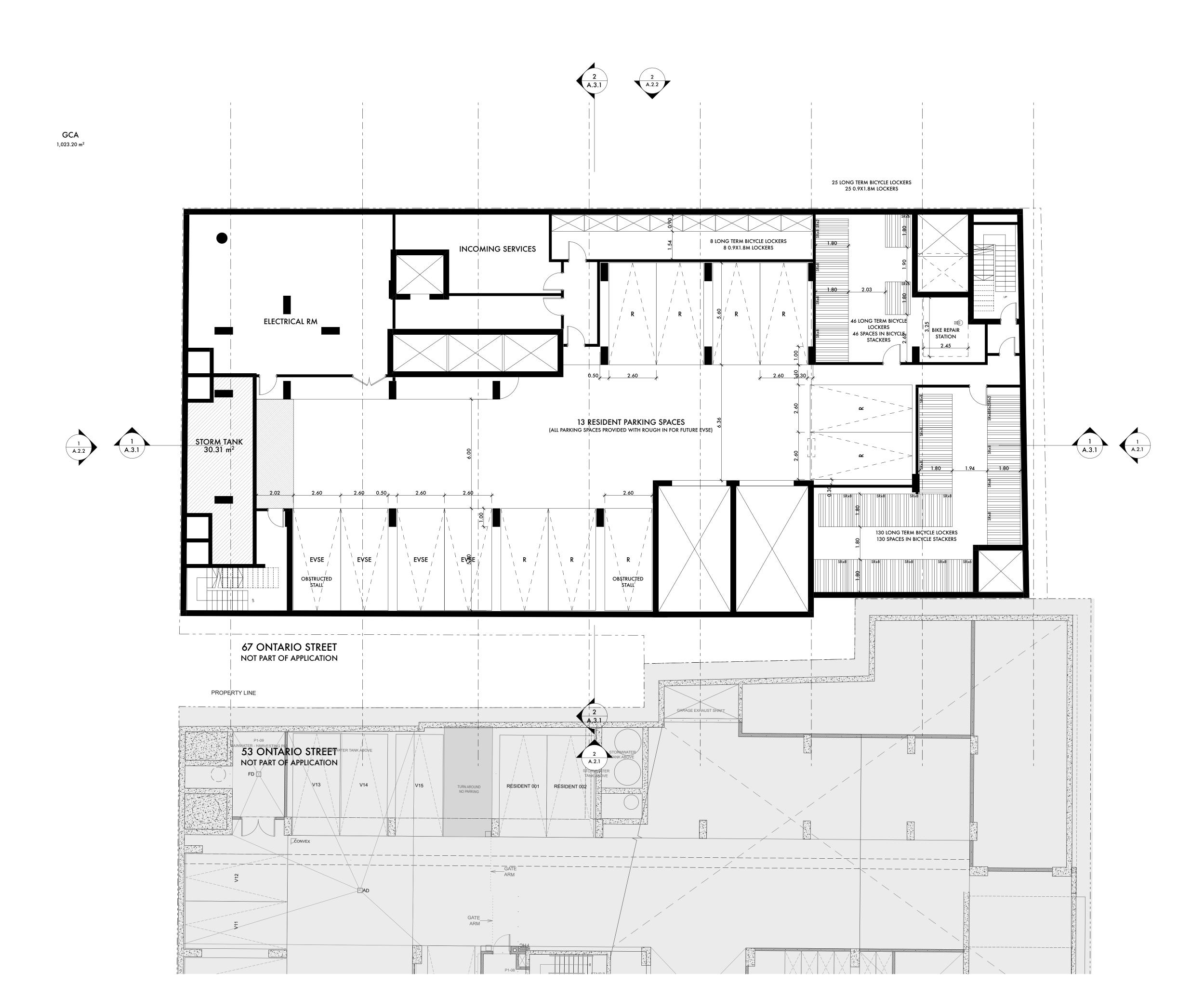
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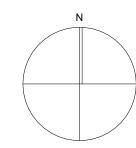
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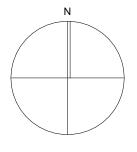
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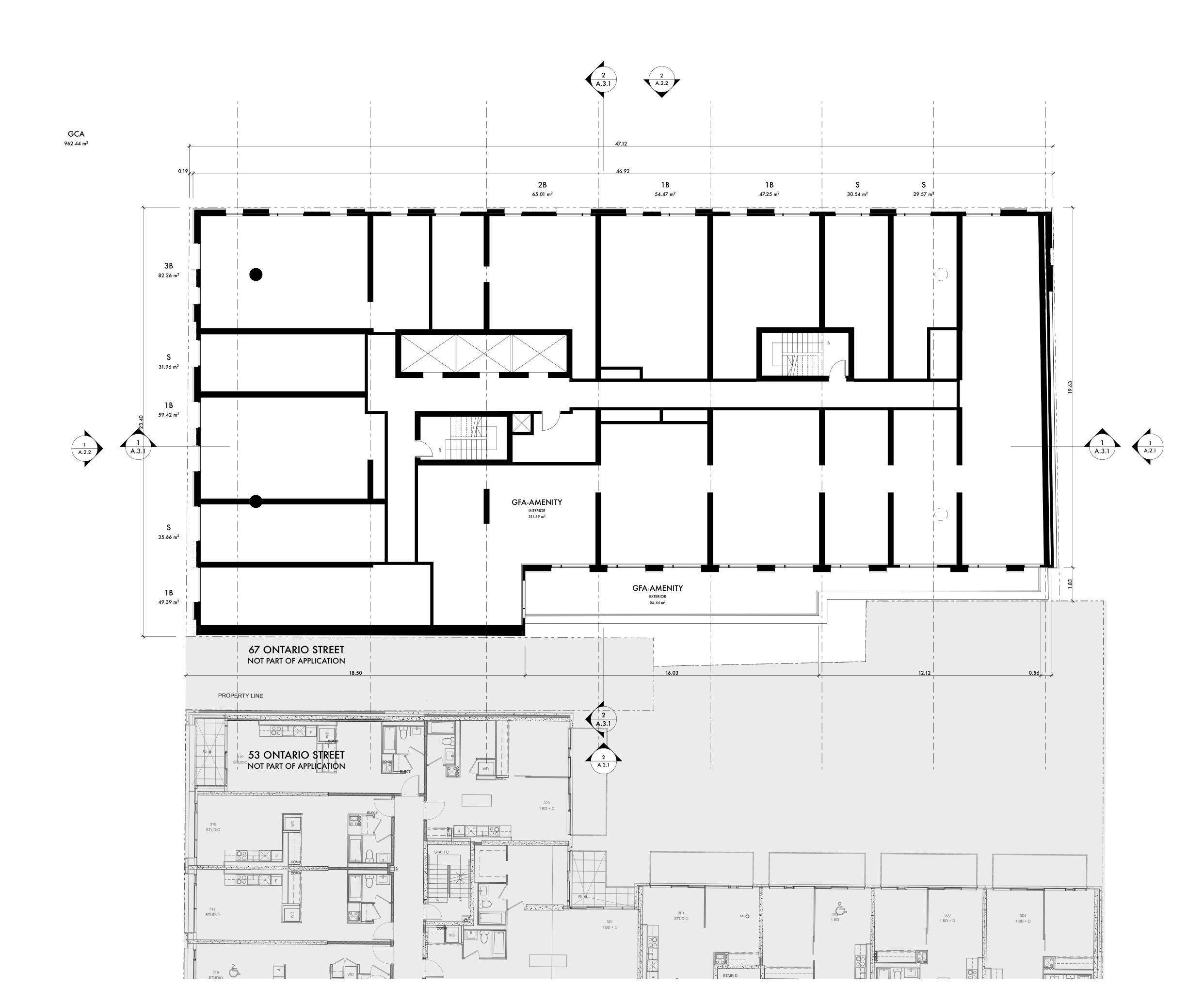
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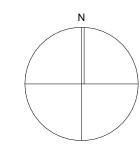
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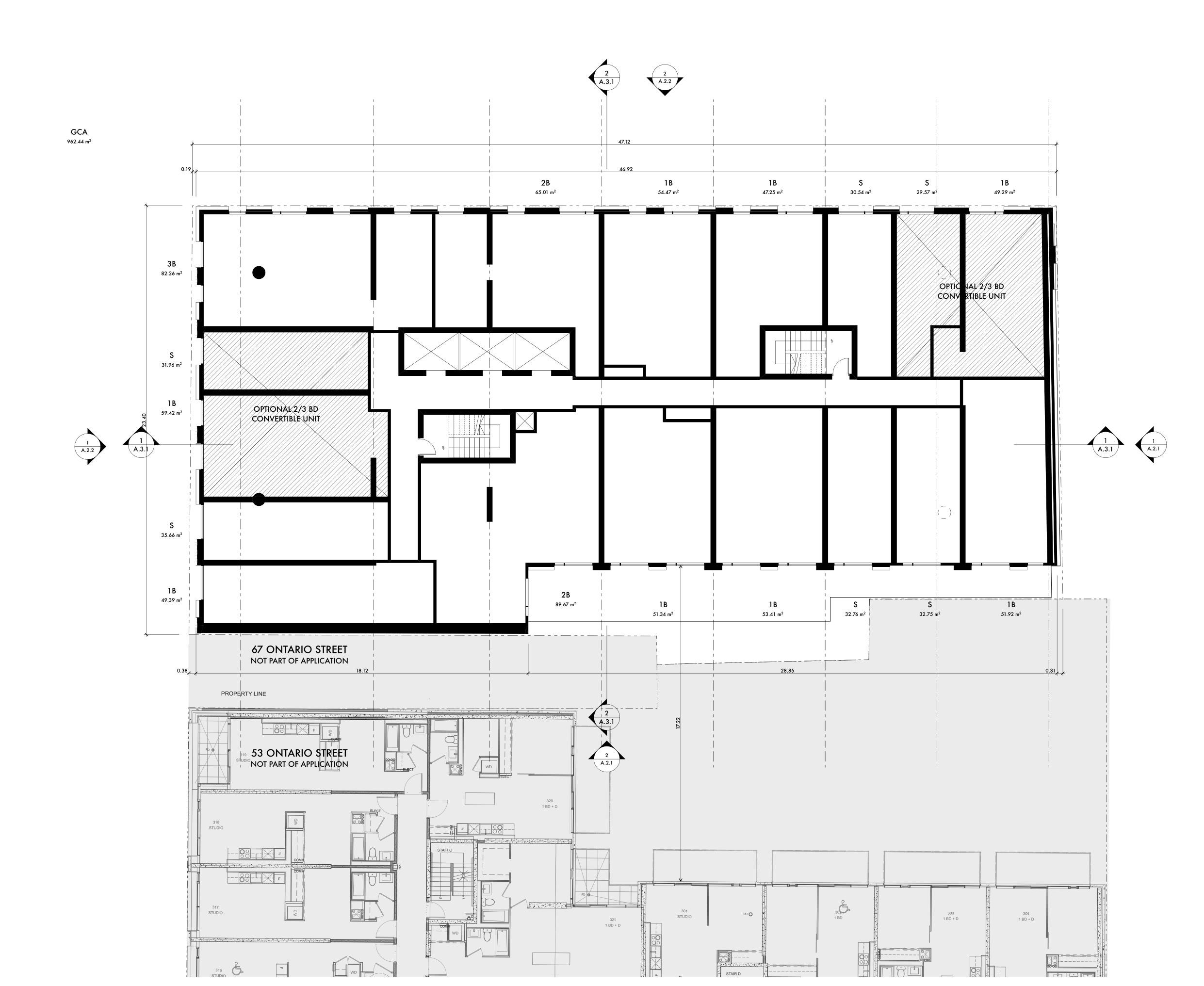
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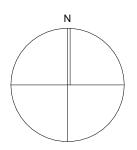
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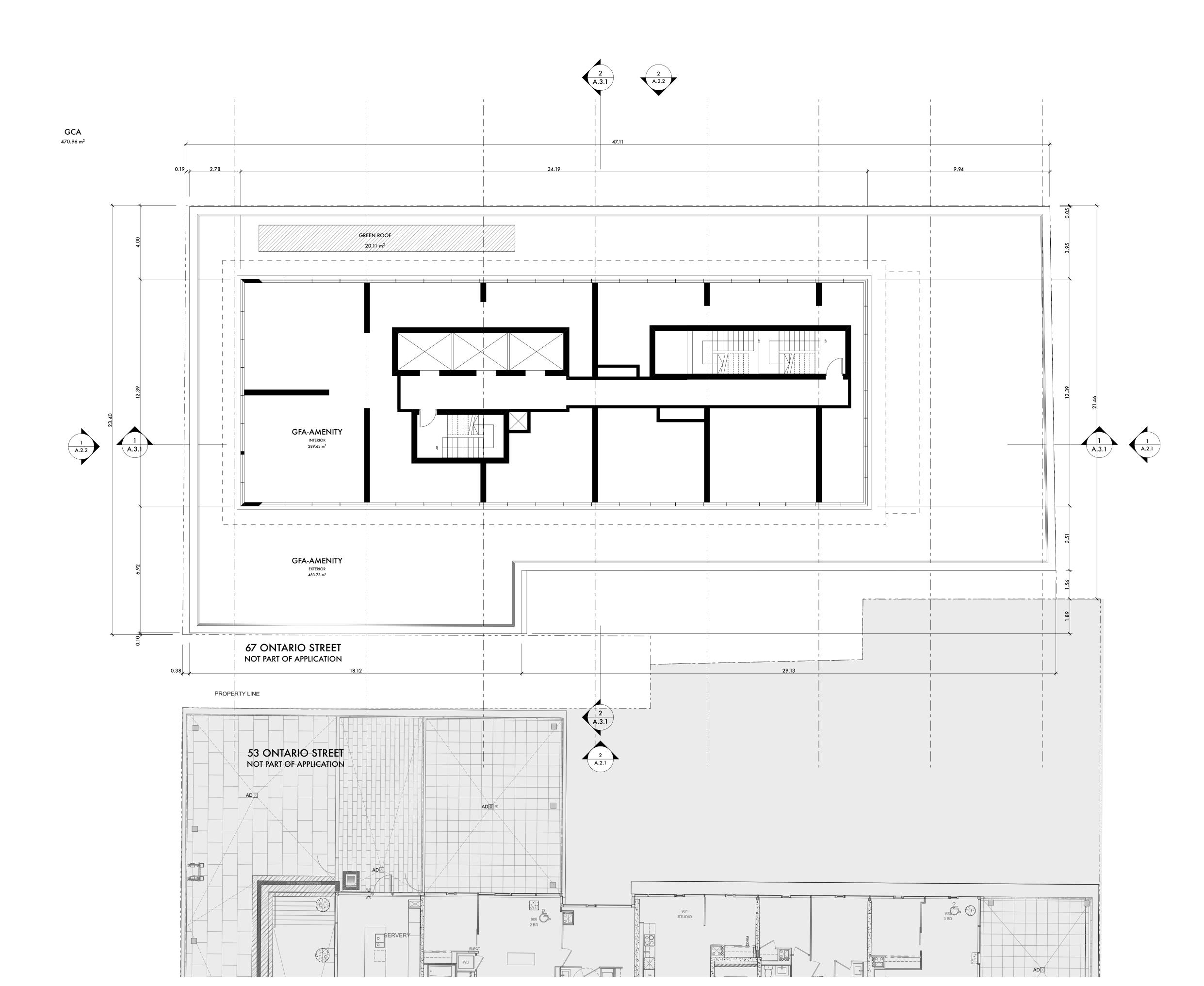
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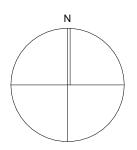
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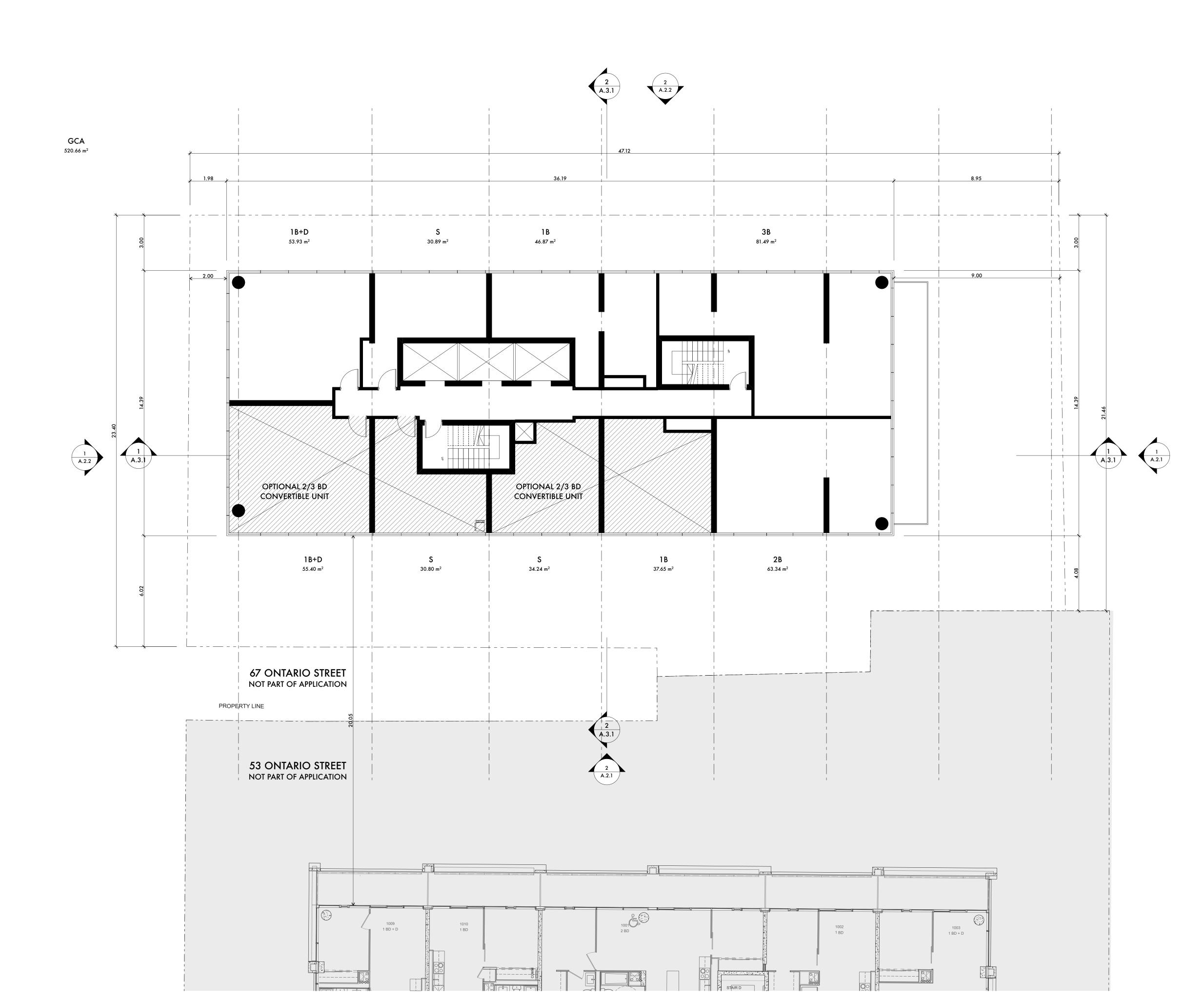
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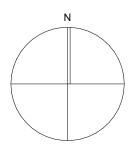
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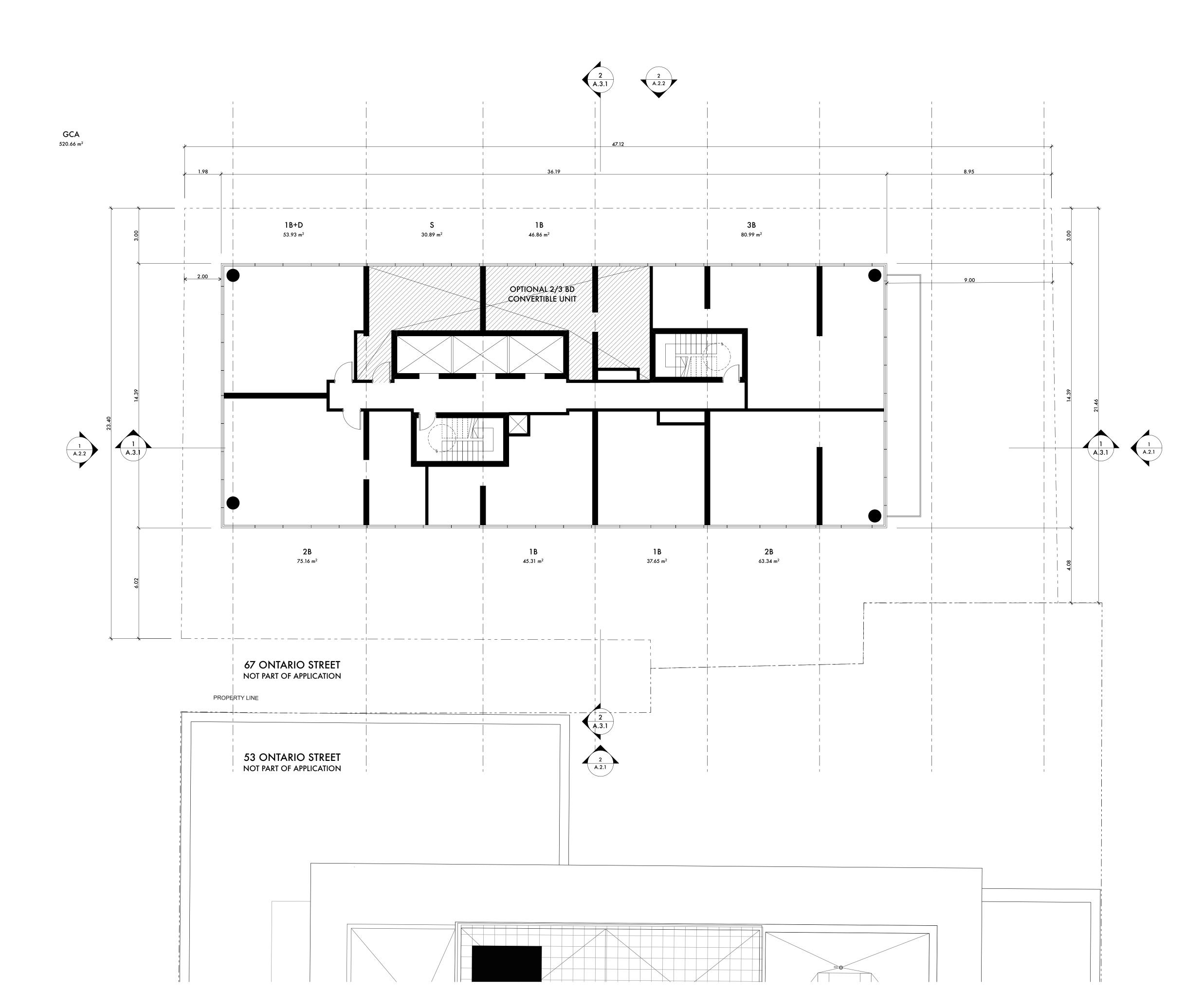
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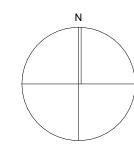
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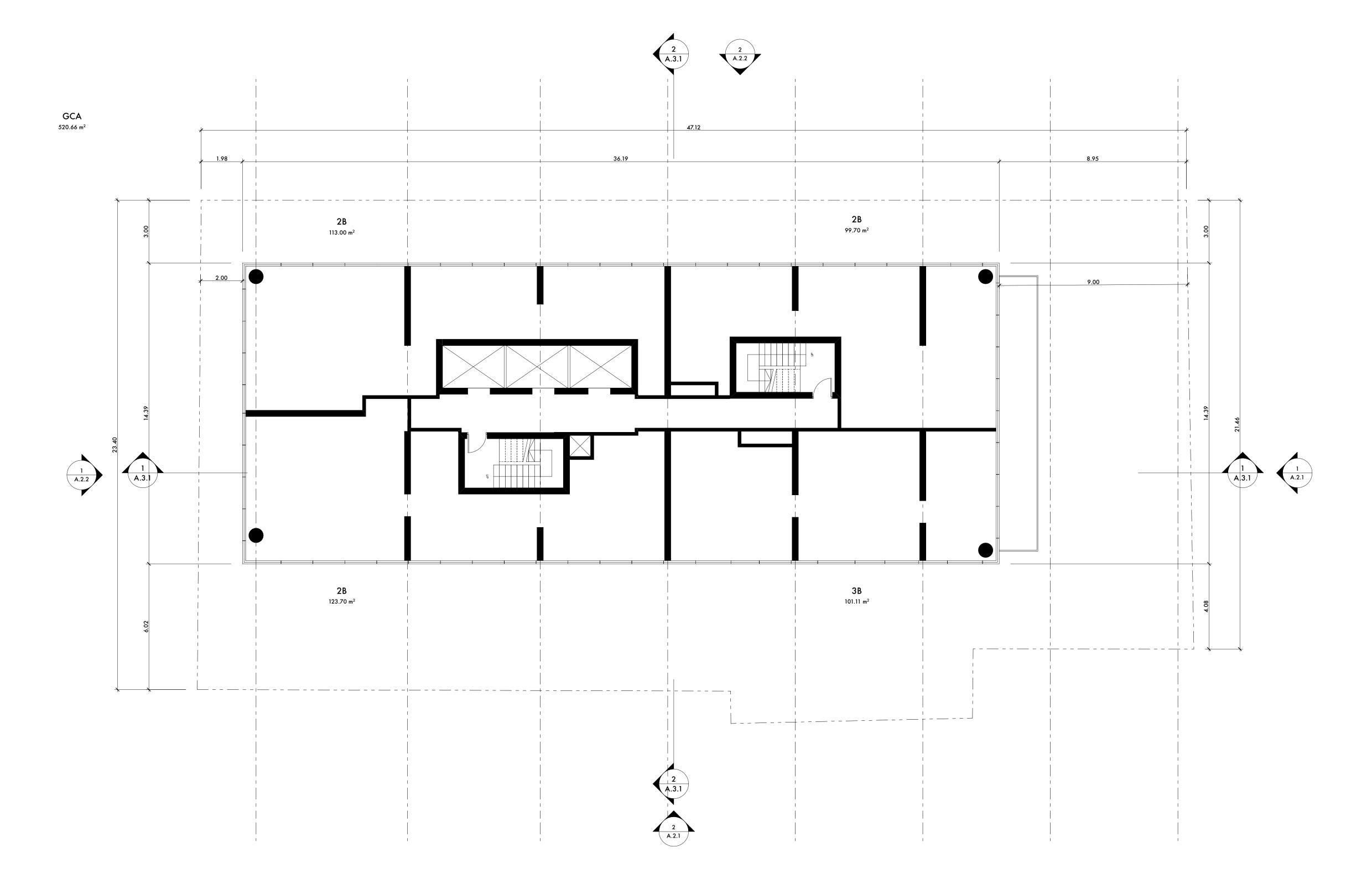
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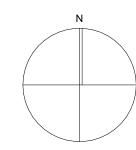
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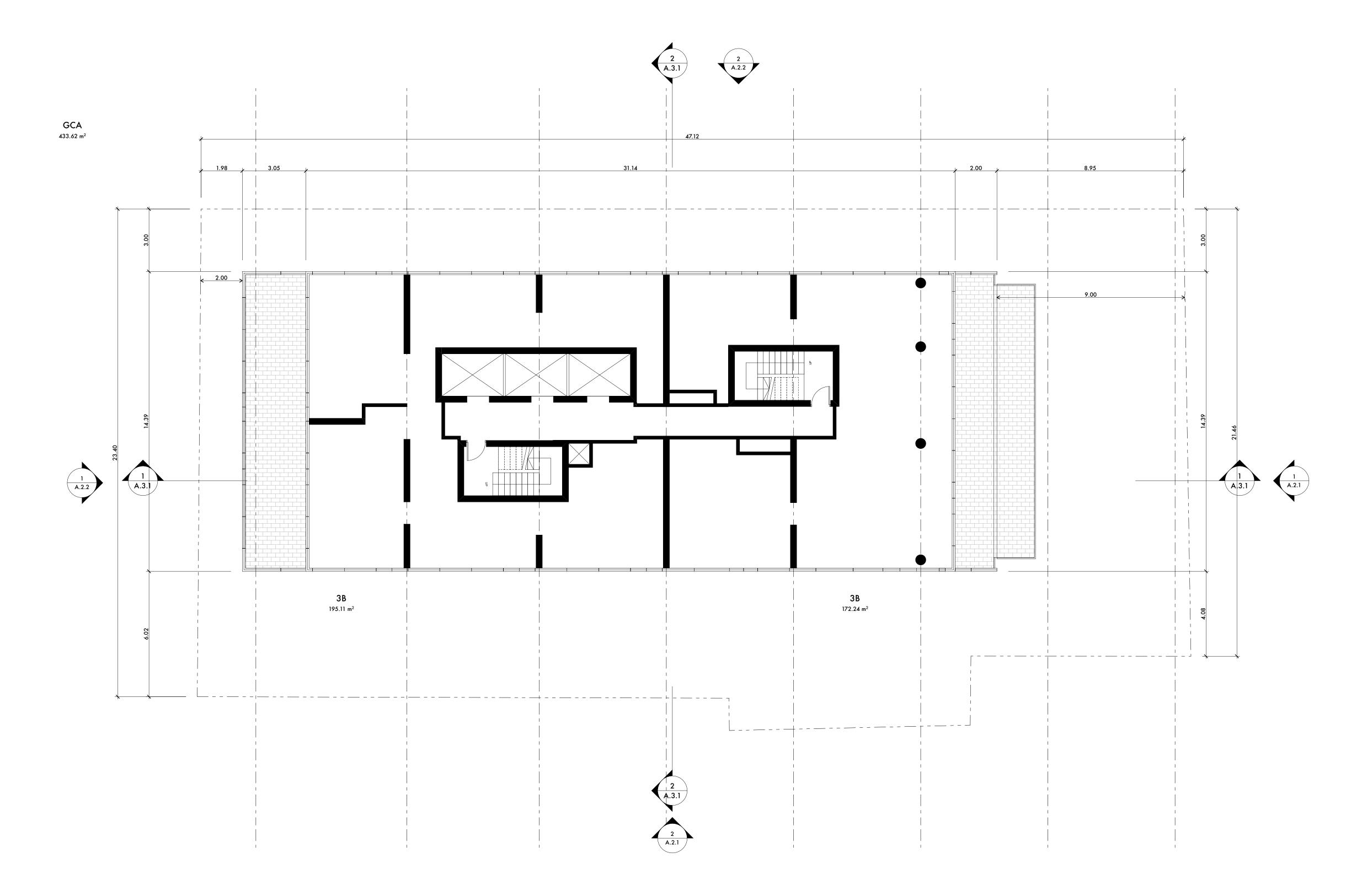


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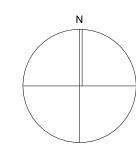
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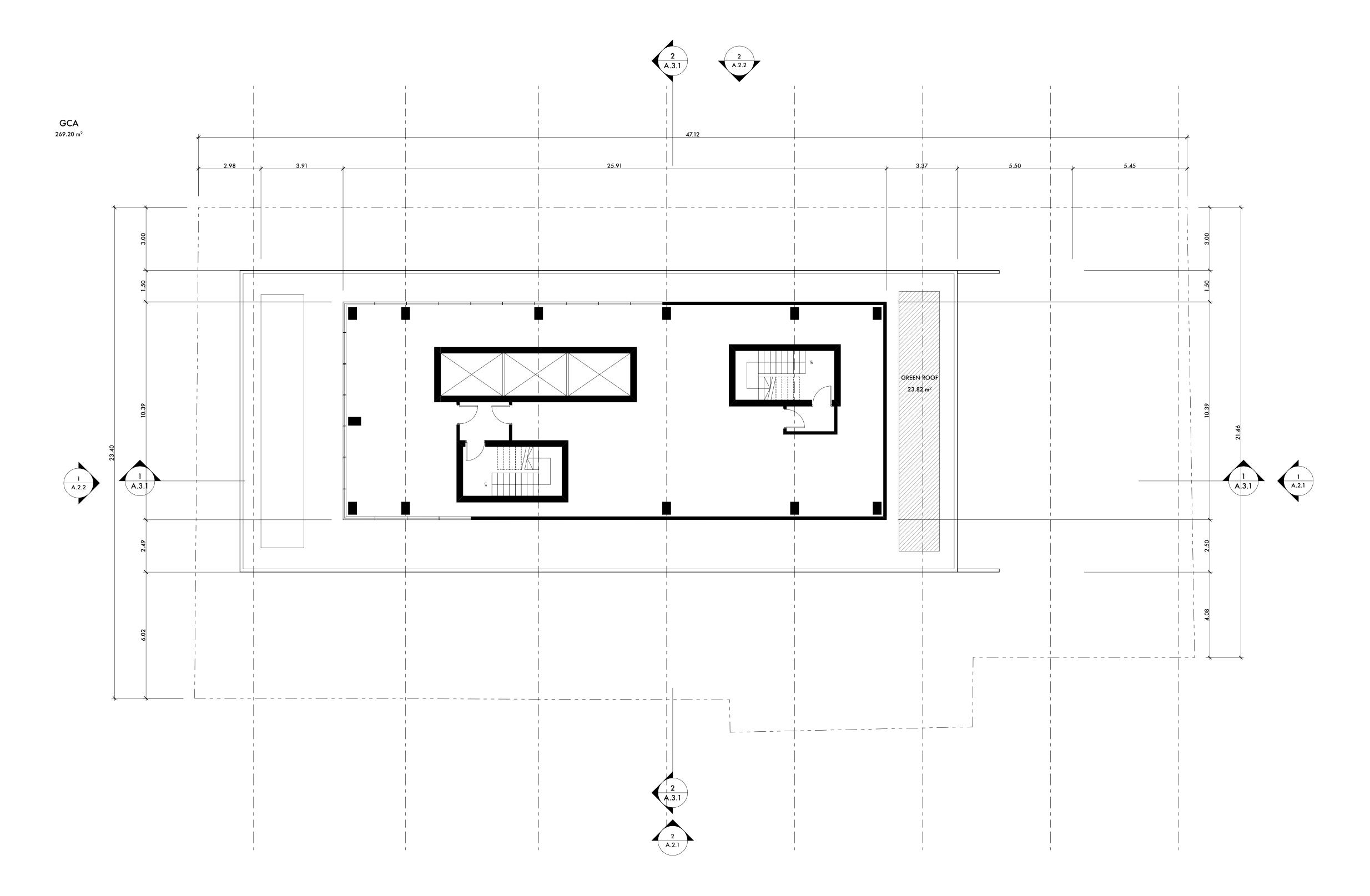
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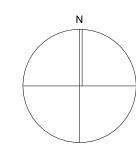
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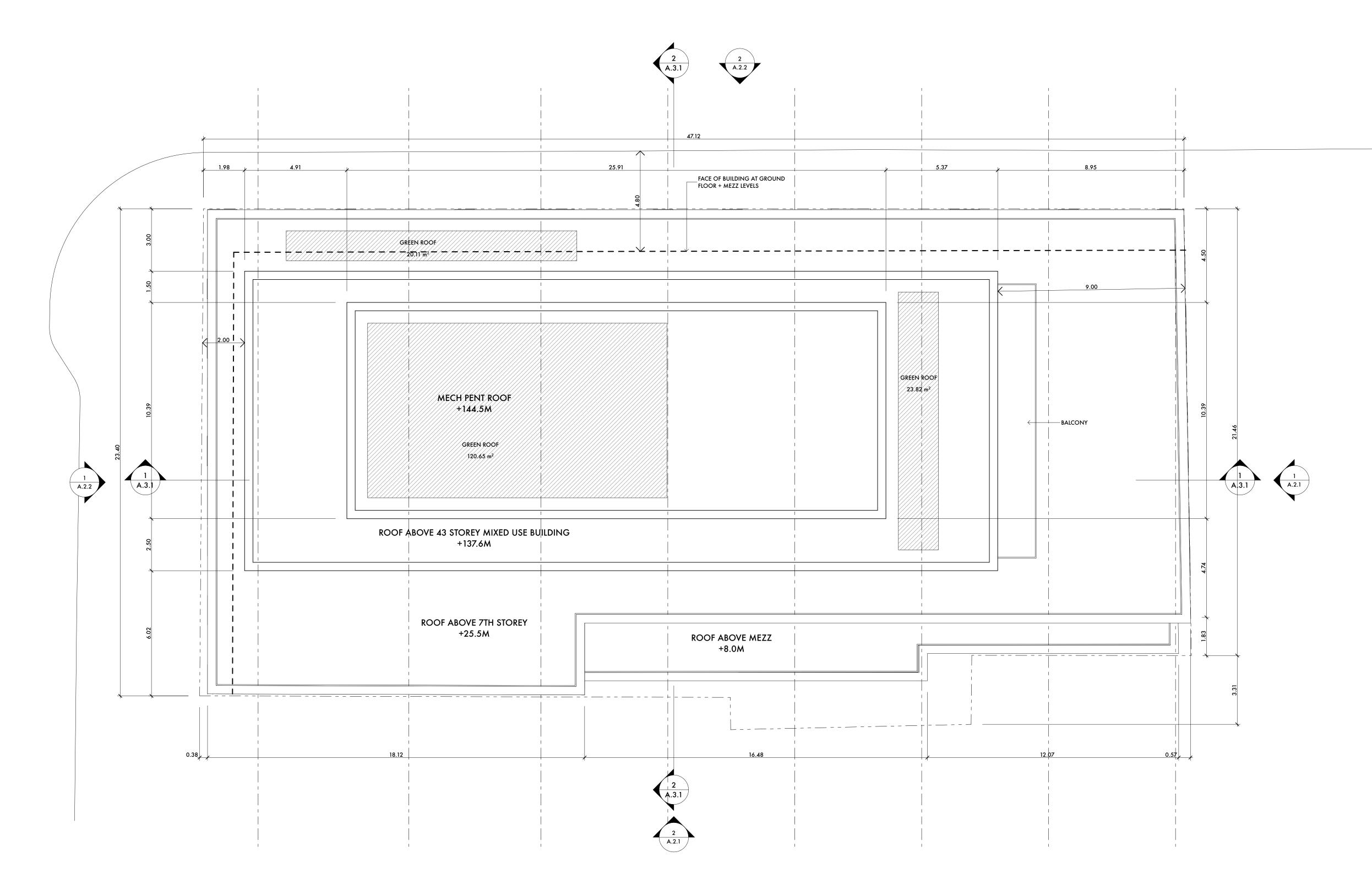
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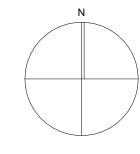
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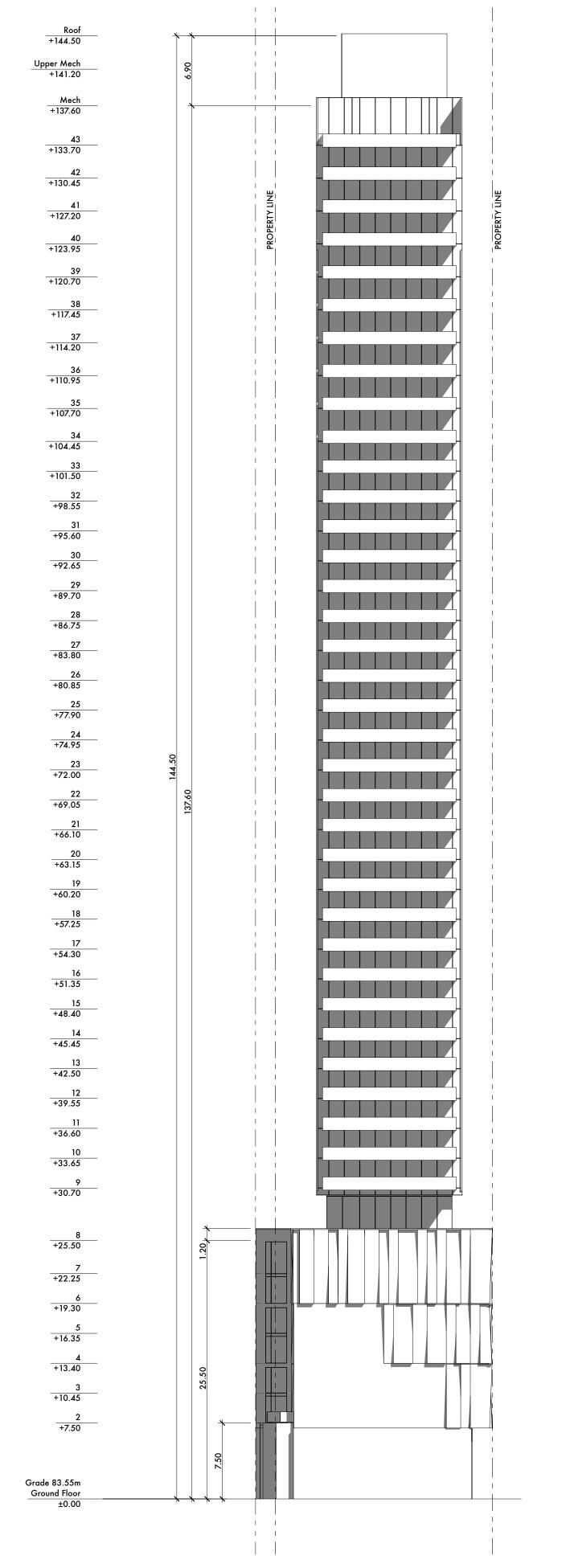
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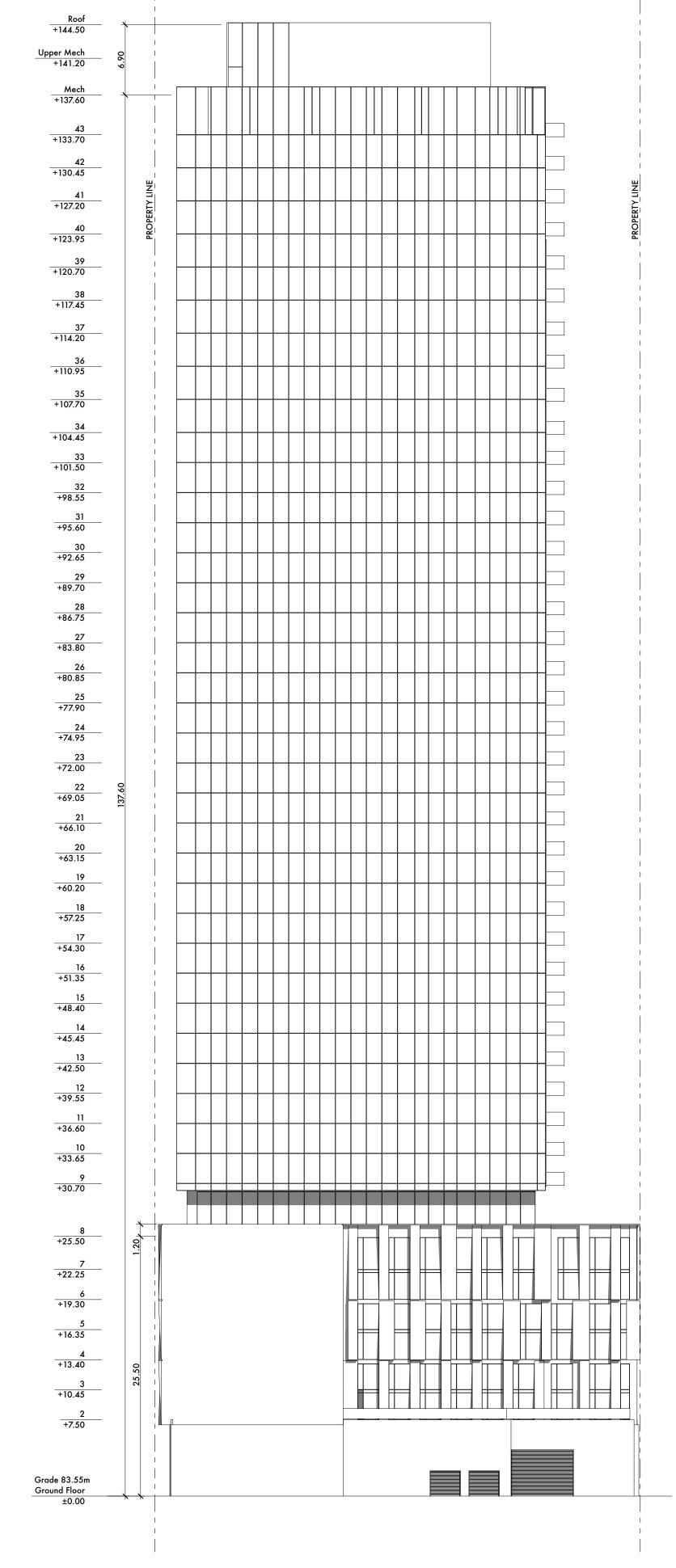


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1 East Elevation

SCALE: 1:300

South Elevation

2.1 SCALE: 1:300

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NO	ISSUANCE	DATE
1	ISSUED FOR REZONING	2019-11-27
2	REISSUED FOR REZONING	2021-02-26
3	ISSUED FOR SETTLEMENT	2022-11-25
4	-	-
5	-	-



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75 Ontario
Lamb Development Corp.

429, 431, 455 Richmond Street East, 69, 71 and 75 Ontario Street Toronto Ontario

_			_
Fast+	South	Elevat	ions

1:300

2022-11-30

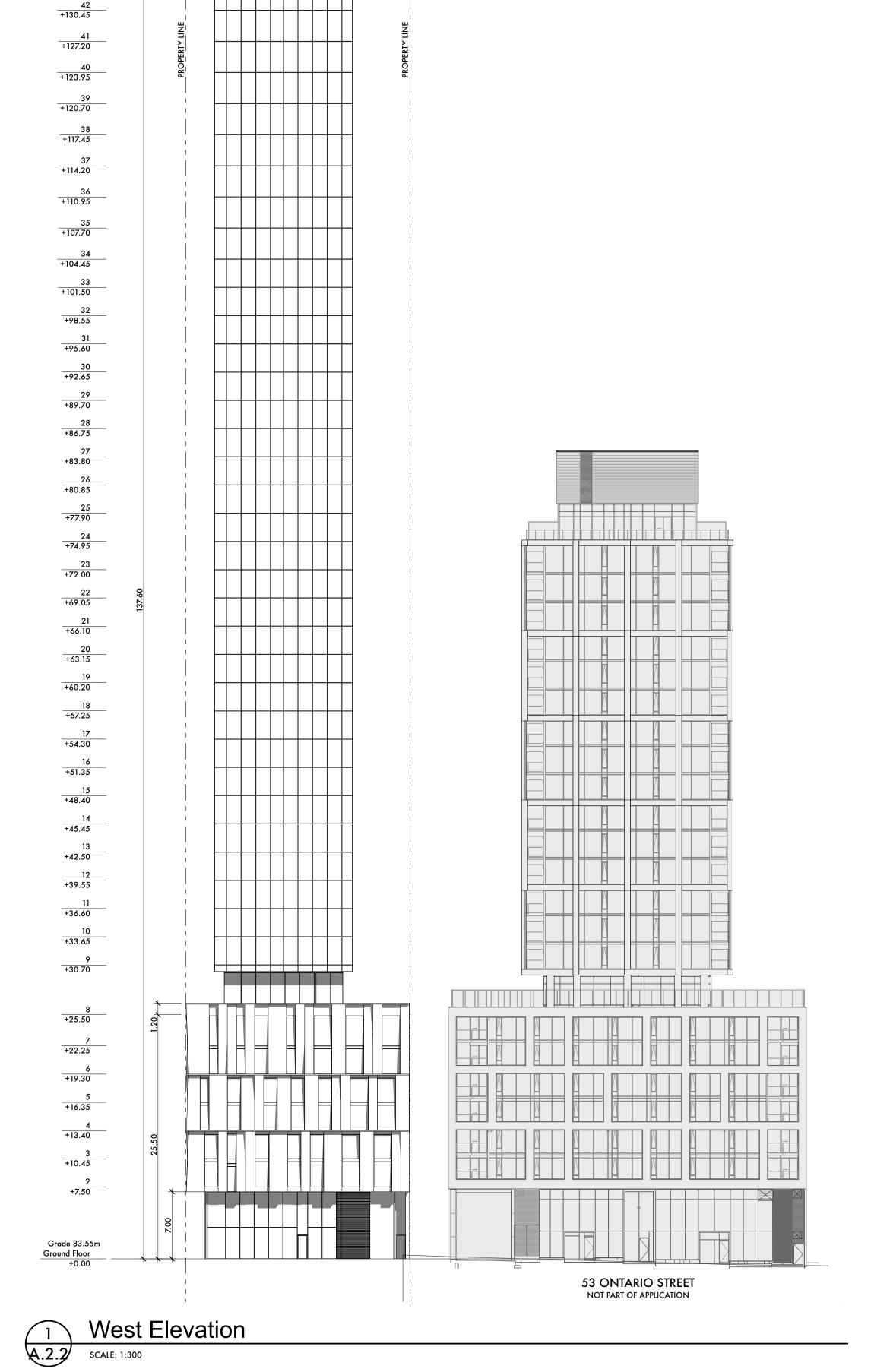
A.2.1

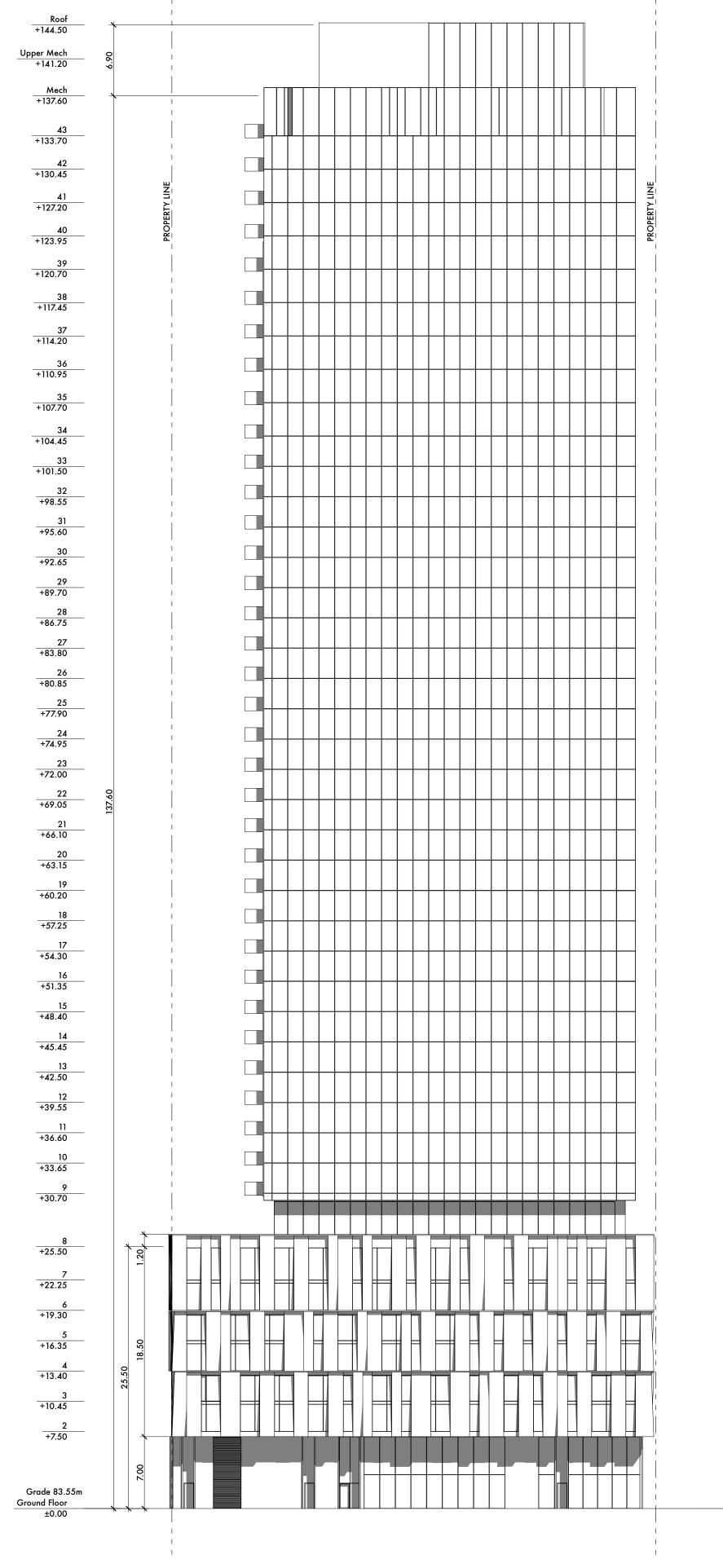
Roof +144.50

Upper Mech +141.20

+137.60

+133.70





North Elevation

SCALE: 1:300

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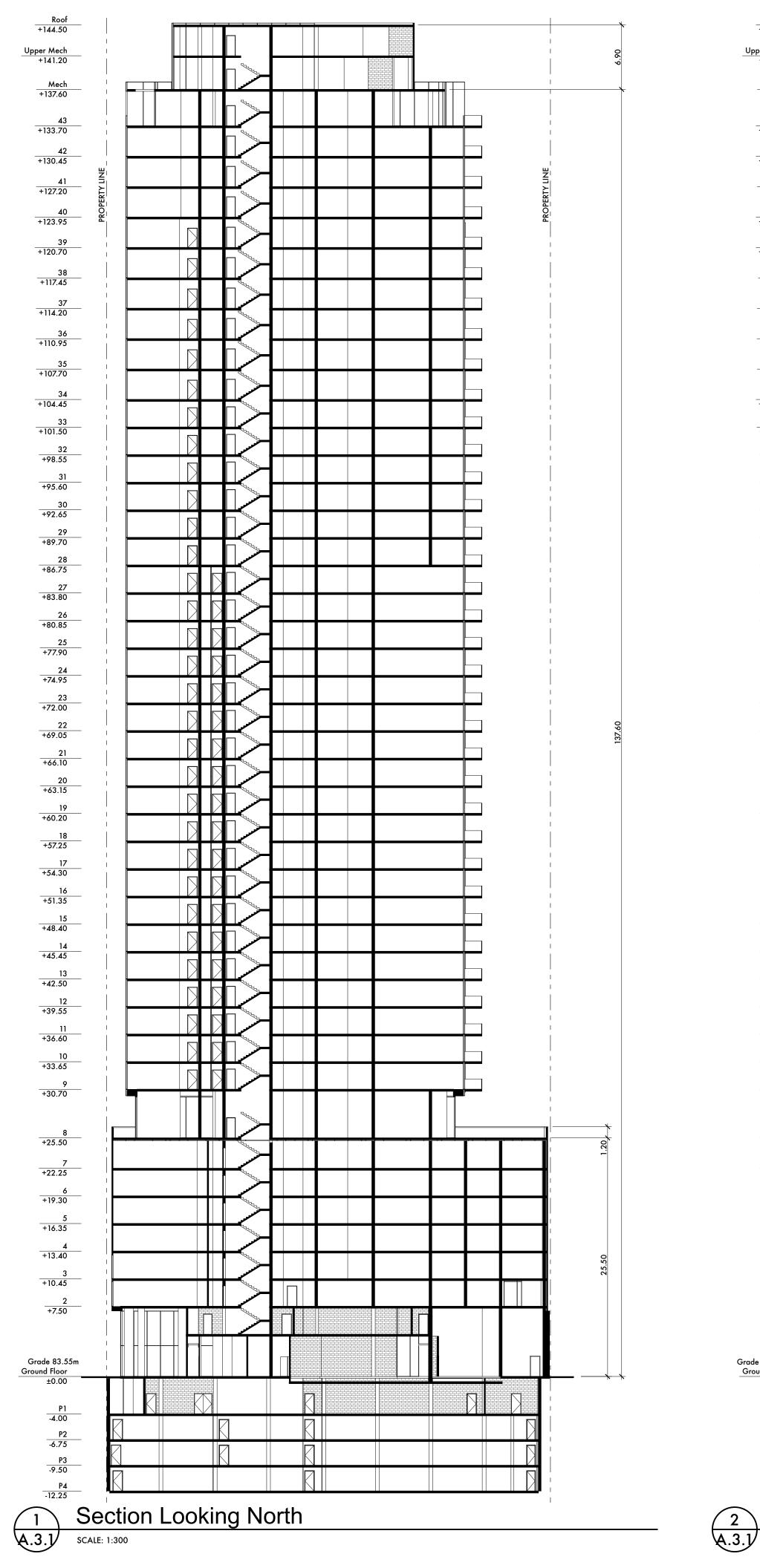
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	West+No	orth Elev	vations

1:300 2022-11-30

A.2.2



Roof +144.50 +141.20 +137.60 +133.70 +130.45 +127.20 +123.95 +120.70 +117.45 +114.20 +110.95 +107.70 +104.45 +101.50 +98.55 +95.60 30 +92.65 +89.70 +86.75 +83.80 +80.85 +77.90 24 +74.95 +72.00 +69.05 +66.10 +63.15 +60.20 +57.25 +54.30 +51.35 15 +48.40 +45.45 +42.50 +39.55 +36.60 +33.65 +30.70 +25.50 7 +22.25 +19.30 +16.35 +13.40 +10.45 +7.50 Grade 83.55m Ground Floor ±0.00 -4.00 P2 -6.75 P3 -9.50 Section Looking West

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Section	
21727	
1:300	
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A.3.1