

Properties	
PIN	21298 - 0424 LT
Description	PT LOTS 5 & 7, ALL LOT 6 PLAN 960 CITY WEST & PT BLK 5 PLAN ORDNANCE RESERVE, TORONTO, DESIGNATED AS PTS 7 & 8 ON PLAN 66R23686, T/W CT344444; CITY OF TORONTO; SUBJECT TO AN EASEMENT AS IN AT3226393
Address	TORONTO
PIN	21298 - 0004 LT
Description	PCL STREET-1 SEC A-ORDNANCE RESERVE; PT ABELL ST PL A ORDNANCE RESERVE TORONTO AS CLOSED BY BY-LAW D33202, PARTS 13 & 14 66R17443; S/T PARTS 13 & 14 66R17443 AS IN WF27767; T/W PT ORDNANCE RESERVE & ABELL ST AS CLOSED BY BY-LAW 6321 PARTS 4, 7 & 8 66R17443 AS IN WF27767;RELEASE AS TO PT 4 PL 66R17443 AS IN AT2198438; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT AS IN AT3226393
Address	TORONTO
PIN	21298 - 0197 LT
Description	LT 8 PL 960 CITY WEST; PT LT 7, 9 PL 960 CITY WEST; PT BLK 5 PL ORDNANCE RESERVE TORONTO AS IN CT682964; T/W CT682964; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT AS IN AT3226393
Address	TORONTO
PIN	21298 - 0198 LT
Description	LT 10-12 PL 960 CITY WEST; PT LT 9 PL 960 CITY WEST; PT BLK 5 PL ORDNANCE RESERVE TORONTO AS IN WF61410; T/W WF61410; TORONTO , CITY OF TORONTO; SUBJECT TO AN EASEMENT AS IN AT3226393
Address	TORONTO

Consideration	
Consideration	\$ 2.00.

Applicant(s)	
The notice is based on or affects a valid and existing estate, right, interest or equity in land	
Name	CITY OF TORONTO
Address for Service	Anna Kinastowski, City Solicitor City of Toronto Legal Services Metro Hall 55 John Street 26th Floor Toronto, ON M5V 3C6  Attention: Thomas Wall, Solicitor

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Thomas Wall, Solicitor for the City of Toronto.

Party To(s)	Capacity	Share
Name	EDGE ON TRIANGLE PARK INC.	
Address for Service	120 Lynn Williams St. Suite 2A Toronto, ON M6K 3N6  Attention: Alan Saskin, President	

I, Alan Saskin, President, have the authority to bind the corporation

This document is not authorized under Power of Attorney by this party.

Statements
This notice is pursuant to Section 71 of the Land Titles Act.
This notice is for an indeterminate period

Statements

Schedule: See Schedules

Signed By

Irka Helen Hewko	55 John St., 26th Floor Toronto M5V 3C6	acting for Applicant(s)	Signed	2013 02 20
Tel	4163928047			
Fax	4163975624			

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CITY OF TORONTO	55 John St., 26th Floor Toronto M5V 3C6	2013 02 20
Tel	4163928047	
Fax	4163975624	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number :                    2-6 LISGAR ST (S37 AGMT - TWALL)

**THIS AGREEMENT** made this 7th day of June, 2012.

**B E T W E E N :**

**EDGE ON TRIANGLE PARK INC.**

(the "Owner")

OF THE FIRST PART

- and -

**CITY OF TORONTO**

(the "City")

OF THE SECOND PART

**WHEREAS:**

- a) The Owner is the registered owner of lands in the City of Toronto, municipally known as 2 - 6 Lisgar Street, of which is legally described in Schedule "A" hereto (collectively, the "Site");
- b) The Owner proposes to develop the Site being a mixed use building with 2 towers with maximum heights of 19 and 22 storeys building containing 665 residential units referred to herein as (the "Development");
- c) The Owner applied for amendments to site specific Zoning By-law 1431-2011 (OMB) in respect of the Site to permit the Development (the "Planning Applications"), which included an increase in the density and height of development beyond that otherwise permitted;
- d) Pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "Planning Act"), City Council or the Ontario Municipal Board on appeal may, in a by-law passed under Section 34 of the Planning Act, authorize increases in the density or height of development beyond that otherwise permitted by the applicable zoning, that will be permitted in return for the provision of such facilities, services and matters as are set out in such by-law;
- e) Subsection 37(3) of the Planning Act, as amended, provides that where an owner of land elects to provide facilities, services and matters in return for an increase in height or density of the development, the municipality may require the landowner to enter into one or more agreements with the municipality dealing with the facilities, services and matters;
- f) The Owner has elected to provide certain facilities, services and matters in return for the authorized increases in height and density as set forth in the Zoning By-law Amendment as attached as Schedule "B" hereto;

- g) City Council has agreed to use the City's powers under Subsection 37(1) of the Planning Act;
- h) This Agreement has been entered into by the Owner and the City pursuant to Section 37(3) of the Planning Act, subject to compliance with the provisions of Section 37(2) of the Planning Act, in order to evidence, confirm and secure the Owner's obligations to provide those facilities, services and matters described;

IN CONSIDERATION of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each of the Parties to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, to and with each other, as follows:

## 1. DEFINITIONS

- 1.1 For the purposes of this Agreement, the term:
  - 1.1.1 "**Additional Arts and Culture Space**" separate stratified parcels of fee simple freehold land on portions of the first, second and third floors of the Building having a total minimum gross floor area of 670 square metres, and as shown approximately on Schedule "C";
  - 1.1.2 "**Agreement**" means this agreement and all amendments hereto or replacements thereof;
  - 1.1.3 "**Building**" means a building for which a Building Permit is required, but does not include the building existing on the Site at the time the Owner submitted the Planning Applications or a temporary sales office;
  - 1.1.4 "**Building Code Act, 1992**" means the *Building Code Act, 1992*, S.O. 1992, c.23, as amended;
  - 1.1.5 "**Chief Planner**" means the Chief Planner and Executive Director, City Planning with the City of Toronto;
  - 1.1.6 "**Cultural Space**" separate stratified parcels of fee simple freehold land on portions of the first, second and third floors of the Building having a total minimum gross floor area of 2800 square metres, and as shown approximately on Schedule "C";
  - 1.1.7 "**Development**" has the meaning ascribed to that term in the Recitals to this Agreement;
  - 1.1.8 "**Development Charges Act**" means the Development Charges Act, 1997, S.O. 1997, c. 27, as amended;
  - 1.1.9 "**Development Charges**" means those charges under the City's Development Charges By-law, being By-law No. 547-2004, as amended;

- 1.1.10 "Non-profit Arts and Cultural Orgnaization" means a non-profit arts and cultural organization satisfactory to the Chief Planner and Executive Director, City Planning Division in consultation with the General Manager and Director, Economic Development and Culture Division.
- 1.1.11 "Parties" means the Owner and the City;
- 1.1.12 "Planning Act" has the meaning ascribed to that term in the Recitals to this Agreement;
- 1.1.13 "Planning Applications" has the meaning ascribed to that term in the Recitals to this Agreement;
- 1.1.14 "Purchase Agreement" means the agreement of purchase and sale contemplated by either Section 1(a) or (b) of this Agreement as the case may be;
- 1.1.15 "Section 118 Certificate" means a restriction imposed under Section 118 of the *Land Titles Act* R.S.O. 1990 c.L.5, as amended, superseded or replaced from time to time, restricting the transferring or charging of the Cultural Space without the written consent of the Chief Planner
- 1.1.16 "Site" has the meaning ascribed to that term in the Recitals to this Agreement;
- 1.1.17 "Title Opinion" means a Solicitor's title opinion in the City's standard form;
- 1.1.18 "TMAC" means Toronto Media Arts Cluster;
- 1.1.19 "Zoning By-law" means the former City of Toronto By-law No. 438-86, as amended;
- 1.1.20 "Zoning By-law Amendment" means the Zoning By-law Amendment substantially in the form and having the content attached hereto as Schedule "B".

1.2 The following schedules are attached to and form part of this Agreement:

1.2.1 Schedule "A" – Legal Description of the Site

1.2.2 Schedule "B" – Zoning By-law Amendment

## 2. CONFIRMATION OF RECITALS

2.1 The Parties confirm and agree that the recitals are true, both in substance and in fact.

## 3. COMMUNITY BENEFITS

### 3.1 MONETARY CONTRIBUTION

Prior to the issuance of the Notice of Approval Conditions for Site Approval, the owner agrees to provide the following:

1. The owner shall make a cash payment to the City in the amount of \$ 1,000,000, indexed from May 2011, prior to the issuance of any above-grade building permits for the Development, the amount to be used for one or more of the following benefits;
  - a) Affordable live/work studios and/or affordable artist work studios for artists owned and operated by the City or by a not-for-profit arts management organization approved by the Chief Planner in consultation with the Executive Director, Toronto Culture;
  - b) the design or construction of Lisgar Park;
  - c) the renovation and restoration of the Carnegie Library building at 1115 Queen Street West for use as a performing arts hub and community meeting space; and
  - d) public art in the immediate vicinity of this site.

### 3.2 NON-PROFIT ARTS AND CULTURAL SPACE

1. (a) On or before December 31, 2012, the Owner shall enter into a Purchase Agreement with TMAC, to convey to TMAC the Cultural Space and the Additional Arts and Culture Space.
1. (b) If Owner and TMAC do not enter into the Purchase Agreement by the date set out above, or close the transaction contemplated therein, in accordance with the Purchase Agreement, then the Owner shall enter into a Purchase Agreement to convey to the City, or such Non-Profit Arts and Cultural Organization as selected by the City, the Cultral Space and the additional Arts and Culture Space at a nominal consideration of Two Dollars (\$2.00), and at no cost to the City, free and clear of all encumbrances including without limitation any security interest of the Owner.
1. (c) The Purchase Agreement described in 1(a) or (b), as the case may be, shall have the terms set out in this 3.2 (all of which shall survive the closing of any transaction) and be otherwise consistant with the terms of this Agreement, and to the satisfaction of the City's Director of Real Estate Services, in consultation with the City Solicitor. The Purchase Agreement shall include a term whereby the parties shall agree, before or on the closing of the transaction, to complete the necessary arrangements, including but not limited to, reciprocal agreements and easements for shared facilities and services required between TMAC as owner of the Cultural Space, and the Owner, as owner of the remainder of the Development (the "Reciprocal and Easement Agreements"). The terms and financial implications of any and all Reciprocal and Easement Agreements shall be to the satisfaction of the City's Director of Real Estate Services.

2. If the Owner conveys the land to the City, the Owner acknowledges that it is responsible for registration costs including the payment of any applicable land transfer tax, if any (including land transfer tax relating to the conveyance of the Cultural Space)), and any applicable sales taxes on any chattels being acquired, if any.
3. The Owner acknowledges that the City will enter into an option agreement to purchase the Cultural Space and the Additional Arts and Culture Space, with TMAC, or in the event of a conveyance pursuant to Section 1(b) above, with a Non-profit Arts and Cultural Organization, other than TMAC, (the "Option"). The Owner agrees to postpone any security interest it maintains in the Cultural Space and the Additional Arts and Culture Space to the City's Option, and that the Option will be in priority to any such security interest.
4. The Cultural Space shall be to a finished commercial standard, ready for occupancy of the intended user, at the Owner's sole cost and expense, substantially in accordance with the Letter of Intent and its appendices between the Owner and TMAC, dated September 29, 2011, attached hereto as Schedule "D", all to the satisfaction of the Director of Real Estate Services
5. The Option shall be registered on title to the Cultural Space on the closing of the transaction contemplated by the Purchase Agreement.
6. The Purchase Agreement shall contain a term requiring TMAC or the Owner, as the case may be, to enter into a Section 118 Restriction on title to the Cultural Space on the closing of the transaction contemplated by the Purchase Agreement in order to preserve the long term intended use of the space as a community arts and cultural space.
7. If TMAC chooses to vacate or abandon the space, or fails to enter into the Purchase Agreement or close the transaction with the Owner, then the City Planning Division, in consultation with the Ward Councillor will hold a Community Consultation meeting with respect to the selection of a new non-profit and/or community uses. Notice for the Community Consultation meeting will be given to residents within 120 metres of the subject site, ratepayers, and any identified interested party.
8. If a non-profit arts user can not be found, and the City determines that the space will be occupied by a City Division, Board or Agency, the City uses shall be limited to community services and facilities such as, but not limited to, day care, community or

recreation centres, including office space relating to those uses, but shall not be used for stand-alone City offices.

9. If the City is unable to find another suitable non-profit arts organization, or City Division, Board or Agency to occupy the space, the City shall have the right to sell the space at market value. The proceeds from the sale shall be applied to community services and facilities, and/or parkland/open space, or streetscape improvements in the immediate vicinity of the subject lands, or in the vicinity of Ward 18.

### 3.3 OTHER MATTERS

1. Conveyance of a minimum of 261.47 square metres of land for parkland purposes. The lands are located at the northern limit of the property line, and will be free and clear, above and below grade, of all physical obstruction and easements, encumbrances and encroachments, including surface and subsurface easement, unless the easement, encumbrance or encroachment is otherwise approved by the General Manager, Parks, Forestry and Recreation.
2. For the land that is proposed to be conveyed to the City, the owner will be responsible for an environmental assessment of the lands and any associated costs or remediation works required as a result of that assessment to the satisfaction of the General Manager, Parks, Forestry and Recreation, in consultation with the Executive Director of Technical Services.
3. Matters to be secured as a Legal convenience including, but not limited to :
  - (i) Street Tree Irrigation
  - (ii) Crash Mitigation Measures
  - (iii) Noise and Vibration
  - (iv) Wind Mitigation Measures
  - (v) Servicing Requirement
  - (vi) Soil remediation
  - (vii) Abell Street Construction Costs
  - (viii) Building Materials and Details
  - (ix) Parkland Dedication
  - (x) Additional Arts and Culture Space



4. As part of the Site Plan Approval process, the owner shall provide 1:50 scale drawings for the first 4 storeys of all elevations of the building with building materials labelled;
5. The owner shall incorporate in the construction of the building, and thereafter maintain, exterior building and landscape materials to the satisfaction of the Chief Planner and Executive Director, City Planning Division;
6. The owner shall develop and implement a Construction Mitigation Plan and Communication Strategy, approved by the Director of Community Planning, Toronto and East York District, prior to the issuance of the first building permit (including excavation permit);
7. The owner shall agree to provide and maintain an irrigation system for the proposed trees within the public road allowances, including an automatic timer designed to be water efficient by a Certified Landscape Irrigation Auditor (CLIA) and construct with backflow preventer to the satisfaction of the General Manager of Parks, Forestry and Recreation; and
8. The owner shall agree to provide any necessary improvements to the municipal infrastructure in connection with the site servicing review, if it is determined that upgrades are required to the infrastructure to support this development, according to the site servicing review accepted by the Executive Director of Technical Services.
9. Building materials and details shall be incorporated in the construction of the building, of exterior materials to the satisfaction of the Chief Planner and Executive Director, City Planning Division. The Owner shall include 1:50 scale drawings for the materials used to screen the mechanical equipment, the first to fourth storey portions of the elevations with building materials labelled. The drawings will have a sufficient level of detail to illustrate how the building will be perceived by the pedestrian.
10. The payments required herein, shall increase in accordance with the increase in the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement or, if the site specific by-laws for the project are appealed to the Ontario Municipal Board, from the date of the Board order approving the by-laws, to the date of submission of the funds by the owner to the City.
11. The payments herein shall be paid prior to the issuance of the first above-grade building permit to permit construction of a building or a portion of a building on the lot.
12. The Owner of the lands shall enter into an agreement with the City of Toronto pursuant to Section 37 of the Planning Act, to secure the facilities, services and matters required herein and register such agreement against title to the site as a first charge, all to the satisfaction of the City Solicitor.

#### **4. LEGAL AUTHORITY**

- 4.1 The City represents that it has the legal authority to adopt and pass a Zoning By-law Amendment substantially in the form attached as Schedules "B", and to enter into this Agreement with the Owner.
- 4.2 The Owner on behalf of itself and its successors and assigns, acknowledges and agrees that it shall be estopped from contesting, before any court of competent jurisdiction, the power or authority of the City to adopt or enact a Zoning By-law Amendment and to enter into this Agreement.

#### **5. ENUREMENT**

- 5.1 This Agreement shall enure to the benefit of, and be correspondingly binding upon, the Parties and their respective successors and assigns with respect to all or any portion of the Site.
- 5.2 Notwithstanding anything in this Agreement to the contrary, in the event the City acquires any part of the Site for any municipal purpose, including the road widening lands and the road extensions, the City shall not be bound by this Agreement as an owner.

#### **6. REGISTRATION OF AGREEMENT**

- 6.1 The Owner hereby consents, at its sole expense, to the registration of the Agreement against title to the Site.

#### **7. TITLE/POSTPONEMENTS**

- 7.1 The Owner hereby agrees to procure and provide to the City any postponement agreements that the City Solicitor considers necessary to ensure that this Agreement shall have priority over any other interest, other than the fee simple interest, on the Site.
- 7.2 The Owner shall provide the City with a Title Opinion for the Site to the satisfaction of the City Solicitor, prior to registration of this agreement. The Owner acknowledges that any contributions or payments made to the City pursuant to this Agreement are separate and distinct from any other payments the Owner may be liable for pursuant to the *Planning Act* or any other applicable legislation, including, but not limited to, parks levy payments pursuant to Section 42 of the *Planning Act* and Development Charges pursuant to the *Development Charges Act*. The Owner further acknowledges that the Owner may be required to make such other payments or pay such other charges as may be applicable in addition to the contributions made pursuant to this Agreement.

#### **8. FURTHER ASSURANCES**

- 8.1 The Parties covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done,

executed and delivered, all such further acts so as to effectively implement and carry out the true intent and meaning of this Agreement.

## **9. NOTICES**

9.1 Any notices required or desired to be given to any of the Parties in connection with this Agreement, or arising therefrom, shall be in writing and shall be personally delivered or sent by facsimile transmission or other means of instantaneous transmission in regular commercial usage at such time, verified by a transmission report as follows:

i) To the Owner at:

120 Lynn Williams St.

Suite 2A

Toronto, ON

M6K 3N6

Attention: Alan Saskin

Fax: 416-928-9501

And to the Owner's solicitors at:

Andrew Paton, Q.C.

1100-120 Eglinton Ave., East

Toronto, ON

M4P 1E2

Fax: 1-866-496-7589

ii) To the City at:

City Clerk

Toronto City Hall

13<sup>th</sup> Floor, 100 Queen St. W.

Toronto ON M5V 2N2

Fax: 416.397.4900

- 9.2 Any notice shall be deemed to have been given and received on the date that same is given and received, or if not a business date, on the next business day.
- 9.3 Any Party may, from time to time, by written notice sent to the other Parties, in accordance with the foregoing provisions, change the address or facsimile number to which its notices are to be delivered or transmitted (as the case may be).

## **10. SEVERABILITY**

- 10.1 If any covenant or provision of this Agreement, including all or any part of this Section, is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions hereof shall continue in full force and effect.
- 10.2 Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable in order to effectively implement and carry out the true intent and meaning of this Agreement.

## **11. JURISDICTION OF ONTARIO MUNICIPAL BOARD**

- 11.1 Nothing herein shall be construed as purporting to limit the authority of the Ontario Municipal Board to make amendments to the Zoning By-law governing the Site or to limit the Owner's ability to appeal such Zoning By-law passed by Council of the City with respect to the Development contemplated, to the Ontario Municipal Board, or to make future applications pursuant to the *Planning Act* in respect of the Site.

## **12. JURISDICTION TO ENTER INTO AGREEMENT**

- 12.1 This Agreement is entered into pursuant to subsection 37(3) of the *Planning Act*. If this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power and jurisdiction of the City, and appeals from such decision have been exhausted, the Owner and the City agree that the Amending By-law may be repealed by the City, and the Owner covenants and agrees not to oppose or question or cause to be opposed or questioned, the repeal thereof.
- 12.2 Notwithstanding Section 11.1, if any individual provision(s) of this Agreement is or are determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision(s) shall be severed from this Agreement if both the Owner and the City agree, and the remainder of the Agreement shall continue in full force and effect, *mutatis mutandis*; and in such case, the Owner and the City agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. If the Owner and the City cannot agree that such provision or provisions shall be severed, the City may repeal the Amending By-laws and the provisions of Section 11.1 shall apply to such repeal.
- 12.3 It is agreed and acknowledged by the Parties hereto that each is satisfied as to the jurisdiction of the City to pass the Amending By-law and each Party hereto is satisfied as to the jurisdiction of

the other to enter into this Agreement. The Owner therefore covenants and agrees that it shall not question the jurisdiction of the City to enter into this Agreement, nor question the legality of any portion thereof, and likewise the City agrees it shall not question the jurisdiction of the Owner to enter into this Agreement nor question the legality of any portion hereof. The Parties hereto, their successors, assigns, lessees and sub-lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

### **13. INTERPRETATION**

- 13.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 13.2 This Agreement shall be construed with all changes in number and gender as may be required by the context.

### **14. FORCE MAJEURE**

- 14.1 Notwithstanding anything in this Agreement to the contrary, if the Owner or the City are *bona fide* delayed in or prevented from performing any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, material shortage, restrictive government laws, regulations or directives, acts of public enemy, war, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, then the performance of such obligation is excused for so long as such cause exists, and the party so delayed shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after the cessation of such cause.

### **15. SALES**

- 15.1 Notwithstanding anything in this Agreement to the contrary, if the Owner is *bona fide* delayed in or prevented from performing any obligation arising under this Agreement by reason of deteriorating economic conditions that may detrimentally affect the marketing of units in the Development to the level of feasibility for obtaining the necessary financial support for the construction of the Development, then the performance of such obligation is excused for so long as such economic conditions exist, and the Owner shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after cessation of such economic conditions.

### **16. GOVERNING LAW**

- 16.1 This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and of Canada applicable thereto, and the Parties submit to the jurisdiction of the courts of the Province of Ontario.
- 16.2 Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time, or as a reference to any successor thereto.

## **17. APPLICABLE LAW**

- 17.1 The Parties agree that for the purposes of Section 8(2) of the *Building Code Act* this Agreement shall be considered to be "other applicable law". The Parties also agree that wherever the provisions of this Agreement permit the City to refuse to process a Building Permit such provisions shall apply equally to the City's chief building official.

## **18. SPECIFIC PERFORMANCE**

- 18.1 The Owner agrees that the facilities, works and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the City, unless and until any such facilities, works and matters are assumed by TMAC, or the City. In addition, the Owner agrees that upon failure by it to do any act that is required by this Agreement, the City may, in addition to any other remedy under this Agreement, enter upon the Site if necessary and do the said act at the Owner's expense and collect the cost in like manner as municipal taxes as provided for in Section 386 of the *City of Toronto Act, 2006*.
- 18.2 The Owner acknowledges that any breach of this Agreement by the Owner would not be adequately compensated by payment of damages and, accordingly, the Owner admits that specific performance is an appropriate form or remedy in the event of default by the Owner.

## **19. TAXES**

- 19.1 The Owner covenants and agrees to pay, and fully indemnify the City in respect of any taxes, including the *Excise Tax Act* (goods and services tax) associated with the benefit to the City of any facility, service, matter or thing referenced in this Agreement and provided to the City for the benefit of the City by the Owner, including any service, matter or thing required under Section 114 of the *City of Toronto Act, 2006* provided:
- (i) such indemnity shall be net of any rebate available to the City; and
  - (ii) the Owner may defend against the imposition of such taxes in the name of the City provided that the Owner may, in such event, elect to pay and satisfy any such claim for taxes in such event the City shall inform the Owner fully of such claim for taxes and shall offer the Owner every co-operation in the defence of said claim for taxes.
- 19.2 For clarity, the Parties acknowledge and agree that as at the date of execution of this Agreement the Parties have not determined whether goods and services tax will be exigible upon the said facilities, services, matters and things and agree that in the event the goods and services tax is exigible the Owner will be responsible for the payment thereof and will fully indemnify and save harmless the City with respect thereto.
- 19.3 Upon the request of the Owner, the City agrees that it shall provide the relevant, if any, GST registration number for a particular department or agency of the City.

20. TIME OF THE ESSENCE

20.1 Time is of the essence of this Agreement and every part of this Agreement, and no extension or variation of this Agreement shall operate as a waiver of this provision.

21. EFFECTIVE DATE

21.1 This Agreement shall be effective from and after the signing of the Amending By-laws by the Mayor and the City Clerk for the City, or by their duly authorized delegates.

IN WITNESS WHEREOF the Parties have affixed their corporate seals under the hands of their officers duly authorized in that regard.

EXECUTED at Toronto, this                      day of                      , 2012.

EDGE ON TRIANGLE PARK INC.

Per: 

Name: Alan Saskin  
Title: President

Per: \_\_\_\_\_

Name:  
Title:

I/We have authority to bind the corporation.

CITY OF TORONTO

Per: 

Name: Marilyn M. Toft  
Title: for Ulli S. Watkiss  
City Clerk

Per: 

Name: G. CARBONE  
Title: TREASURER

I/We have authority to bind the corporation.

Authorized by Toronto and East York Community Council,  
Item No. MM24.35  
as adopted by City of Toronto and  
Council on June 6 and 8, 2012

  
Marilyn M. Toft  
for Ulli S. Watkiss  
City Clerk

APPROVED AS TO FORM

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF SITE**

Firstly

PIN 21298-0424 (LT)

Part of Lots 5 & 7; All of Lot 6 on Plan 960 City Plan West, and Part of Block 5 on Plan  
Ordnance Reserve, Toronto, and designated as Parts 7 & 8 on Plan 66R23686,  
City of Toronto;

Secondly

PIN 21298-0004 (LT)

PCL Street – 1 SEC A-Ordnance Reserve; part of Abell Street Plan A Ordnance Reserve  
Toronto, as closed by By-Law D33202, and designated as Parts 13 & 14 on Plan  
66R17443; Toronto, City of Toronto;

Thirdly

PIN 21298-0197 (LT)

All of Lot 8, and part of Lots 7 & 9 on Plan 960 City West; part of Block 5 on Plan  
Ordnance Reserve Toronto, AS IN CT682964; Toronto, City of Toronto;

Fourthly

PIN 21298-0198 (LT)

All of Lots 10-12, and part of Lot 9 on Plan 960 City West; and part of Block 5 on Plan  
Ordnance Reserve Toronto AS IN WF61410; Toronto, City of Toronto;



Authority: MM 24.35 as adopted by City of Toronto Council on June 6 and 7, 2012 and  
Toronto and East York Community Council Item 15.3, adopted as amended, by  
City of Toronto Council on May 8 and 9, 2012  
Enacted by Council:

**CITY OF TORONTO**

**Bill No. 834**

**BY-LAW No. ~2012**

**To amend Site Specific Zoning By-law 1431-2011 (OMB) respecting lands known  
municipally in the year 2012 as 2 - 6 Lisgar Street.**

**WHEREAS** the Ontario Municipal Board, by way of an Order issued on May 6, 2011, Case No. PL081527, determined to amend the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands known municipally, in the year 2012, as 2 - 6 Lisgar Street; and

**WHEREAS** pursuant to Section 37 of the *Planning Act*, a By-law passed under Section 34 of the *Planning Act* may authorize increases in the height or density of development beyond that otherwise permitted by the by-law that will be permitted in return for the provision of such facilities, services or matters as are set out in the by-law; and

**WHEREAS** subsection 37(3) of the *Planning Act* provides that where an owner of land elects to provide facilities, services or matters in return for an increase in the height or density of development, a municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters; and

**WHEREAS** the owner of the lands known at the date of enactment of this By-law as 2 - 6 Lisgar Street (the "Lands") has elected to provide the facilities, services or matters as are set out in this By-law; and

**WHEREAS** the increase in height and density of development permitted under this By-law beyond that otherwise permitted on the Lands by Zoning By-law 1431-2011 (OMB), is to be permitted in return for the provision of the facilities, services and matters set out in this By-law and to be secured by one or more agreements between the owner of the Lands and the City of Toronto; and

**THEREFORE** Site Specific Zoning By-law No. 1431-2011 (OMB) is replaced in its entirety with the following:

**1.** By-law 1431-2011 (OMB) is replaced by the following:

- (1) Replacing Map 1 from By-law 1431-2011 (OMB) with Map 1 contained within this exception.
- (2) Replacing Map 2 from By-law 1431-2011 (OMB) with Map 2 contained within this exception.
- (3) Replacing Section 1(2) from By-law 1431-2011 (OMB) and adding the following Section and the following exception to Section 12(2) of By-law 438-86, as amended:

Section 12(2) 353:

On the lands outlined by heavy lines and identified as 2 - 6 Lisgar Street on Map 1 to this By-law, no person shall use any land or erect or use any building or structure that does not comply with the following:

**1. EXCEPTIONS FROM ZONING BY-LAW 438-86**

1. The following sections of Zoning By-law 438-86 do not apply to any building or structure to be erected or used within the lands indicated on Map 1 to this By-law:
  - Section 4 (2)
  - Section 4 (16)
  - Section 7 (2)
  - Section 7 (3) Part I
  - Section 7 (3) Part II 1
  - Section 7 (3) Part II 3 through 7
  - Section 7 (3) Part IV
2. The following definitions in Section 2 of Zoning By-law 438-86 shall be replaced by the definitions in Section 12 of this exception:
  - (i) *artist live/work studio*;
  - (ii) *grade*;
  - (iii) *height*; and
  - (iv) *obstruction*.

**2. PERMITTED USES**

Notwithstanding the uses permitted in the RA zone by Section 7(1)(f) of Zoning Bylaw 438-86, as amended, only the uses listed in subsection (d) below and accessory uses thereto are permitted within the lands zoned RA and located within the heavy lines on Map 1 to this exception, subject to the following qualifications:

- (a) A use is permitted by the chart below when the letter "P" is set in the line opposite the use.
- (b) A use is permitted by the chart below when the letter "Q" followed by a number or numbers is set in the line opposite the use but only subject to the qualification or qualifications bearing the number or numbers that follow the letter "Q" forming part of this subsection.
- (c) Uses accessory to a use that is permitted by the chart are themselves permitted by the chart as accessory uses when an asterisk is set in the line opposite the designation of the use and in the column under the heading "Acc.".
- (d) The following is the chart:

(a)	RESIDENTIAL USES	Acc.	RA
(i)	HOUSING COMPRISING DWELLING UNITS		
	Any of the uses permitted in a RA district in section 7(1)(f)(a)(i)	*	Q1
	<i>Artist live/work studio</i>	*	Q1
(ii)	ASSOCIATED / ACCESSORY RESIDENTIAL USES		
	Any of the uses permitted in a RA district in section 7(1)(f)(a)(iii)	*	P
(iii)	RETAIL AND SERVICE SHOPS		
	Any of the uses permitted in a RA district in section 7(1)(f)(b)(iv) except A. an <i>entertainment facility</i> is not permitted; and B. a <i>courier service</i> is not permitted		Q1, Q2, Q4
(iv)	WORKSHOPS AND STUDIOS		
	<i>Artist's or photographer's studio</i>	*	Q4
	<i>custom workshop</i>	*	Q4
	<i>designer's studio</i>	*	Q4
	<i>performing arts studio</i>	*	Q4
	<i>software, design and development establishment</i>	*	Q4
(v)	OFFICES		
	Any of the uses permitted in a RA district in section 7(1)(f)(b)(vi)	*	Q4
	<i>Charitable institution, non-profit institution, cultural and arts facility, community services and facilities, or other community or social agency</i>	*	Q6
(vi)	AUTOMOBILE RELATED USES		
	<i>Parking area</i>	*	P
	<i>Parking garage</i>	*	P
	<i>Parking stacker</i>	*	Q3
	<i>Commercial Parking Garage</i>	*	Q5
	<i>Private garage</i>	*	P
	<i>Taxicab stand or station</i>	*	P
	<i>Car-share parking space</i>	*	P

Qualifications to be complied with before certain uses are permitted within the Reinvestment Area (RA) District:

1. No person shall erect or use a building or structure having more than one basement or floor level below or partly below *grade* containing *dwelling units*.
2. A *bake-shop, caterer's shop, restaurant, take-out restaurant, concert hall, place of amusement or places of assembly* are permitted uses and a *patio* may be provided in connection therewith except:
  - (i) no person shall use for the purposes of a *patio*:

- (a) any portion of the building above the first *storey*;
    - (b) any part of the roof of a building containing one of those uses; or
    - (c) outdoor areas which are more than 3 metres from a building façade;
  - (ii) no person shall use any building or portion of a building for the purpose of a *bake-shop, caterer's shop, restaurant, take-out restaurant* or combination thereof where the *non-residential gross floor area* of the building or portion thereof of any single establishment used for one of these purposes exceeds 300 square metres.
3. A *parking stacker* is permitted, provided:
- (i) it is *accessory*; and
  - (ii) it is located within a building.
4. No uses or combination of uses permitted by Section 2(d)(a) (iii) and (iv) of this by-law, with the exception of *affordable artist's or photographer's studio, affordable performing arts studio, affordable designer's studios*, shall exceed a total *non-residential gross floor area* of 300 square metres.
5. The *commercial parking garage* shall be operated by the Toronto Parking Authority.
6. The premises of a *charitable institution, non-profit institution, cultural and arts facility, community services and facilities*, or other community or social agency are permitted uses provided that they have been deemed as acceptable by the City of Toronto.

### 3. RESIDENTIAL USES

The residential gross floor area shall not exceed 38,000 square metres.

- 1. A maximum of 665 residential *dwelling units* shall be permitted on the *lot*.

### 4. NON-RESIDENTIAL USES

- 1. A minimum *non-residential gross floor area* of 0.7 times the area of the *lot*, net of all conveyances, shall be provided in accordance with the following:

- i. For the purpose of calculating the minimum *non-residential gross floor area*, non-residential uses are as set out in Section 2 (d)(a)(iii), (iv) and (v) of this by-law, and the above-grade portions of a *commercial parking garage*; and
  - ii. *Residential gross floor area* of a *live-work unit* shall be permitted to be counted as *non-residential gross floor area* solely for the purpose of meeting the minimum *non-residential gross floor area* requirement of this section.
2. Of the minimum *non-residential gross floor area* listed in 4(1) above, a minimum of 2,800 square meters of that *non-residential gross floor area* shall be provided for use by a *charitable institution, non-profit institution, cultural and arts facility, community services and facilities*, or other community or social agency acceptable to the City of Toronto.

#### 5. USES AT GRADE

- 1. No person shall erect or use a building or structure fronting onto Abell Street and Lisgar Street for any purpose unless:
  - (i) at least 60 percent of the aggregate width of any building facade facing onto Abell Street and Lisgar Street is used for the purpose of an *a live-work unit, artist live/work studio, artist's or photographer's studio, custom workshop, performing arts studio or public art gallery* at the main floor level of the building; and
  - (ii) there shall be at least one entry door every 15 metres at *grade* along the portion of the building described in 5(1)(i) above; and
  - (iii) 80% of the main floor is located no more than 0.2 metre below and no more than 1.2 metres above the level of the sidewalk or publicly accessible area directly opposite the entry to the unit;
  - (iv) all exterior entrance doors, other than service entrance doors, which provide access to a non-residential use within the building, shall be directly accessible from the public sidewalk opposite the door by a level surface or a ramp not exceeding a gradient of 1 in 25 (4%).

#### 6. BUILDING ENVELOPES AND MAXIMUM HEIGHTS

- 1. Notwithstanding the "Height and Minimum Lot Frontage" Map 49G-321 contained in 'Appendix 'B' of Zoning By-law 438-86, as amended, no person shall erect or use a building or structure on the lands shown on Map 1 attached to this By-law, unless any portion of such building or structure located at or above ground is erected within the heavy lines and/or dashed lines shown on Map 2, attached to and forming part of this By-law, and provided the following paragraphs are complied with:

- (i) No person shall erect or use a building or structure having a greater *height* than the height limit specified by the numbers following the symbol “H” as shown on Map 2, attached to this By-law.
- (ii) For clarity, where either no height limit or a height limit “H 0” is specified, no buildings or structures are permitted.
  - 1. Despite paragraph (i) above, no building elements shall exceed the height limits on Map 2 except:
    - a. a stair tower and/or elevator overrun and/or machine room enclosure, provided:
      - (i) the maximum height of the top of such elements is no higher than the sum of 4.0 metres and the applicable height limit;
      - (ii) No person shall erect or use a building or structure any part of which is located closer than 11 metres to a wall of a building on the same lot, excluding exterior walls which form an angle of 90 degrees or greater to each other on a horizontal plane, excluding recesses up to 1.5 m deep for doors.
  - 2. Notwithstanding paragraph 6 (1) above, no person shall erect a building or structure above finished ground level closer to a lot line than the heavy lines indicated on Map 1 except:
    - (i) landscape features, and wheelchair ramps; and
    - (ii) the permitted projections outlined in the chart below:

PROJECTING STRUCTURES	LOCATION OF PROJECTION	MAXIMUM PERMITTED PROJECTION	ADDITIONAL QUALIFICATIONS
A. eaves, cornices, ornamental elements, architectural details,	Beyond the heavy lines shown on Map 2 at that height	0.45 metres from the wall to which it is attached	
B. uncovered platform that is <i>landscaped open space</i> and is less than 1.2m above finished ground level	Beyond the heavy lines on the Map 2 at that height	2.5 metres from the wall to which it is attached	
C. porch (covered platform) that is	Beyond the heavy lines on	2.5 metres from the wall	

<i>landscaped open space</i> and is less than 1.2 m above finished ground level	the Map 2 at that height	to which it is attached	
D. canopy	Beyond the heavy lines on Map 2 at that height	2.5 metres from the wall to which it is attached	
E. fences, safety railings, balustrades and wind mitigation structures	Beyond the heavy lines shown on Map 2 at that height	2.5 metres from the wall or the extent of the roof of the storey immediately below, whichever is greater	(I) height of fence or safety railing not to exceed 1.2 metres.
F. balconies	Beyond the heavy lines on Map 2 at that height	not more than 0.75 m from the wall to which it is attached	(I) combined width of all projecting balconies on a façade at a given <i>storey</i> not to exceed 50% of the length of that façade at that storey

## 7. PARKING

1. Notwithstanding the provisions of Section 4(4)(b) of Zoning By-law 438-86, as amended:

- (i) a minimum number of *parking spaces* for residents shall be provided and maintained on the *lot* for residential uses according to the following table:

Unit type	Minimum <i>parking spaces</i>
Bachelor Unit	0.3 per unit
1 <i>bedroom</i> Unit	0.7 per unit
2 <i>bedroom</i> Unit	1.0 per unit
3 or more <i>bedroom</i> Unit	1.2 per unit
<i>live/work unit</i>	1.0 per unit
<i>artist live/work studio</i>	0.1 per unit

- (ii) notwithstanding (i) above, only 0.1 *parking spaces* per unit shall be required for the first twenty (20) *artists live/work studio*.
- (iii) a minimum of 0.12 *parking spaces* per dwelling unit, excluding

*affordable artists live-work studio* and the first 20 *live-work units* shall be provided for visitors. The visitor *parking spaces* may be provided within the *commercial parking garage* operated by the Toronto Parking Authority.

- (iv) pursuant to (i) above, up to 10% of the *parking spaces* required by subsection (i) may be small- car parking spaces;
  - (v) of the 10% of *small-car parking spaces* identified in (iv) above, a maximum of 42 spaces shall be permitted to have a length of 5.5 metres, and a maximum of 3 spaces shall be permitted to have a width of 2.6 metres when obstructed on one side by a wall, column or bollard; and
  - (vi) for each *car-share parking space* provided on the *lot*, the minimum resident parking required by (i) above shall be reduced by 5 *parking spaces*. The maximum reduction permitted by this means shall be limited to no more than 4 resident parking spaces. If after a period of not less than 3 years following the date of registration of the last condominium or the date of occupancy of the last rental unit, the car-share operation fails to be sustainable, to the satisfaction of the Chief Planner, such spaces shall be provided and maintained as parking spaces forming part of the commercial parking garage operated by the Toronto Parking Authority.
2. No parking spaces shall be required for non-residential uses, *charitable institution, non-profit institution, cultural and arts facility, community services and facilities*, or other community or social agency unless the *non-residential gross floor area* cumulatively exceeds 3,600 square metres, in which case parking for non-residential uses shall be required at a rate of 1 parking space per 100 square metres of *non-residential gross floor area* and shall be located on the *lot*.
3. Notwithstanding paragraph 7 (1) (i) through (v) above the following shall be permitted:
- a. A maximum of 101 parking spaces may be provided off-site on the lands municipally known as 48 Abell Street in the year 2012.
  - b. Of the 101 parking spaces provided off-site at 48 Abell Street, the spaces shall be located within Level P1 of the underground parking structure; and
  - c. The off-site parking spaces located at 48 Abell Street must be explicitly identified as being for the sole and exclusive use of residents at 2-6 Lisgar Street.



4. Only the *commercial parking garage* operated by the Toronto Parking Authority shall be subject to the definition of *parking space within a commercial parking garage* and *small-car parking space within a commercial parking garage* in Section 13 of this By-law. All other *parking spaces* provided on the *lot* shall comply with Section 4(17) of By-law 438-86.
5. The minimum requirement for *bicycle parking spaces* be as follows:
  - (i) A minimum of 396 *bicycle parking spaces* shall be provided and maintained for the exclusive use of residents of the building;
  - (ii) The residential *bicycle parking spaces* shall be located within the parking levels below *grade* in the building located on the *lot*;
  - (iii) A minimum of 99 *bicycle parking spaces* shall be provided and maintained for the exclusive use of visitors;
  - (iv) The *bicycle parking spaces* provided and maintained for the exclusive use of visitors shall be located on the *lot*; and
  - (v) In the instance that visitor *bicycle parking spaces* are located within the building, they shall be accessed via the building vestibule or lobby and shall only be permitted on the ground floor of the building.

8. **AMENITY SPACE**

1. A minimum of 1,000 square metres of indoor *residential amenity space* shall be provided and maintained, on the fourth and fifth floors of the *mixed-use building* located on the *lot*.
2. A minimum of 1,400 square metres of outdoor *residential amenity space* shall be provided and maintained, within the *mixed-use building* located on the *lot*, and subject to the following:
  - a. A minimum of 900 square meters of outdoor *residential amenity space*, located on the fourth, fifth, and/or sixth floor of the *mixed-use building* located on the *lot* shall be contiguous with the indoor *residential amenity space* referenced in 8 (1) above; and
  - b. A minimum of 400 square metres of outdoor *residential amenity space* shall be provided and maintained on the eighth floor of the *mixed-use building* located on the *lot*.
3. Passive or inaccessible green roofs shall not be counted as outdoor *residential amenity space*.

**9. LOADING**

1. The provisions of Section 4(6) of Zoning By-law 438-86, as amended, shall be satisfied by *one loading space – type G* being provided.

**10. SITE SPECIFIC EXCEPTIONS**

1. The following site specific exceptions shall be deleted from the Index of Exceptions for 2 – 6 Lisgar Street:
  - i. Section 12 (1) 287;
  - ii. Section 12 (1) 290; and
  - iii. Section 12 (2) 270.
2. This exception will prevail over any provision of any other exception included in Section 12(2) of By-law 438-86, as amended.

**11. IMPLEMENTATION**

1. No person shall erect or use any building or structure above grade prior to satisfying the following conditions:
  - (i) The owner shall enter into an agreement with the City of Toronto pursuant to Section 37 of the *Planning Act*, to secure the facilities, services and matters required in Section 12 herein, the said agreement to include provisions relating to indemnity, insurance, GST, termination, unwinding, registration and priority of agreement, and the indexing of any financial contributions and registered against the title to the *lot* as a first charge;
  - (ii) The owner shall provide the parkland contribution as required and set out in Section 12 herein.
  - (iii) The owner shall convey for nominal consideration and at no cost to the City any lands that are required for the extension of Abell Street to the satisfaction of the Executive Director of Technical Services;
  - (iv) All water mains, sanitary and storm sewers and appropriate appurtenances required for the development of this site have been built or secured via a letter of credit to the satisfaction of the Executive Director of Technical Services;
  - (v) The owner shall register on title of the *lot* the Agreement(s)

outlined in Section 12 of this by-law.

**12. SECTION 37 OF THE *PLANNING ACT***

Pursuant to Section 37 of the Planning Act, the heights and density of the development contemplated by this By-law are permitted subject to compliance with all of the conditions set out in this By-law and in return for the provision by the owner of the lot, of the following facilities, services and matters to the City at the owner's sole expense and in accordance with and subject to the agreement referred to herein:

**Cash Contribution**

1. The owner shall pay \$1,000,000 to the City of Toronto prior to the issuance of any above grade building permits for the development of the *lot*, the amount to be used for one or more of the following:
  - a. affordable live/work studios and/or affordable artist work studios for artists owned and operated by the City or by a not-for-profit arts management organization approved by the Chief Planner in consultation with the Executive Director, Toronto Culture;
  - b. the design and/or construction of Lisgar Park;
  - c. the renovation and restoration of the Carnegie Library building at 1115 Queen Street West for use as a performing arts hub and community meeting space;
  - d. public art in the immediate vicinity of this site;

**2. Non-profit Arts and Culture Space**

- a. The owner shall convey, at no cost to the City, a minimum of 2,800 square meters of gross floor area to:
  - i. a non-profit arts and culture organization acceptable to the City of Toronto; or
  - ii. the City for use as a non-profit community use or City Division.
- b. If a suitable non-profit arts and culture, community, or City use cannot be identified, the space may be sold by the City and the proceeds of the sale shall be used for community services and facilities, and/or parkland/open space, or streetscape improvements in the immediate vicinity of the subject lands.

- c. The space to be conveyed shall be to a finished commercial standard ready for occupancy of the intended user, to the satisfaction of the Director, Real Estate Services.

### 3. Parkland Contribution

The owner shall convey a minimum of 260m<sup>2</sup> of land for parkland dedication purposes. The lands are located at the northern limit of the property line, and will be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easement, unless the easement, encumbrance or encroachment is otherwise approved by the General Manager, Parks, Forestry and Recreation

For the land that is proposed to be conveyed to the City, the owner will be responsible for an environmental assessment of the lands and any associated costs or remediation works required as a result of that assessment to the satisfaction of the General Manager, Parks, Forestry and Recreation, in consultation with the Executive Director of Technical Services.

To fully meet the parkland dedication requirements, a cash-in-lieu contribution for parkland dedication will be required for the shortfall in dedication.

- 4. The following matters are also to be secured in the Section 37 agreement as a matter of Legal convenience:

- (i) Street Tree Irrigation

the owner shall, at its own expense, install and maintain in good working order and operation, an irrigation system for all street trees in the public right-of-way that includes an automatic timer which is designed as being water efficient by a Certified Landscape Irrigation Auditor (CLIA) and is constructed with a back flow preventer to the satisfaction of the City, if required;

- (ii) Crash Mitigation Measures

prior to the registration of the condominium, the owner shall construct, or cause another party to construct, crash mitigation measures, if required, related to the rail corridor, as set out in an agreement between the owner of the *lot* and the Greater Toronto Transit Authority (Metrolinx) and Canadian National Railway Company;

## (iii) Noise and Vibration

prior to the registration of the condominium, the owner shall construct, or cause another party to construct, any works required by the agreement between the owner of the *lot* and the Greater Toronto Transit Authority and Canadian National Railway Company;

## (iv) Wind Mitigation Measures

the owner shall construct, or cause another party to construct, any wind mitigation measures required pursuant to site plan approval, to the satisfaction of the Chief Planner;

## (v) Servicing Requirements

the owner shall provide all matters required to service the lands outlined in heavy lines on Map 1 attached hereto, including but not limited to, the construction of services for water services, sanitary and storm sewer systems, roads, streetscaping and landscaping, street trees and tree irrigation systems and utilities;

## (vi) Soil remediation

the owner shall remediate the lands for the Abell Street extension, if required, prior to conveyance and in accordance with City and Ministry of Environment Standards; and

## (vii) Abell Street Construction Costs

the owner shall pay the construction costs of that portion of the Abell Street extension which is adjacent to the 2 - 6 Lisgar Street site.

## (viii) Building Materials and Details

the incorporation, in the construction of the building, of exterior materials to the satisfaction of the Chief Planner and Executive Director, City Planning Division. The Owner shall include 1:50 scale drawings for the materials used to screen the mechanical equipment, the first to fourth storey portions of the elevations with building materials labelled. The drawings will have a sufficient level of detail to illustrate how the building will be perceived by the pedestrian.

## (ix) Additional Arts and Culture Space

The owner shall convey to the City, an additional 670 square metres of non-profit arts and cultural space, should the non-profit arts and culture organization not occupy the space or choose to vacate the space.

5. The payments required in clause 12 (1) herein, shall increase in accordance with the increase in the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of execution of the Section 37 Agreement or, if the site specific by-laws for the project are appealed to the Ontario Municipal Board, from the date of the Board order approving the by-laws, to the date of submission of the funds by the owner to the City.
6. The payments required in clause 12 (1) herein shall be paid prior to the issuance of the first above-grade building permit to permit construction of a building or a portion of a building on the lot.
7. The owner of the lands enters into an agreement with the City of Toronto pursuant to Section 37 of the Planning Act, to secure the facilities, services and matters required in Section 12 herein and registers such agreement against title to the lot as a first charge, all to the satisfaction of the City Solicitor.

13. **DEFINITIONS**

All italicized words and expressions in this exception have the same meanings as defined in By-law No. 438-86 with the exception of the following definitions which either replace the definitions or provide definitions for new terms:

<i>artist live/work studio</i>	shall mean a dwelling unit containing a studio space for the production of art and which is the subject of an agreement between the City and the housing provider, registered on title, that it will be rented at no more than 0.8 times the CMHC average market rent for dwelling units of similar size in the City of Toronto and inhabited only by a working artist and his or her household.
<i>car-share</i>	shall mean the practice where a number of people share the use of one or more cars that are owned by a profit or non-profit car-sharing organization and to use a car-share vehicle, a person must meet the membership requirements of the car-sharing organization, including the payment of a membership fee that may or may not be refundable. Cars are reserved in advance and fees for use are normally based on time and/or kilometres driven and do include use of cars on an hourly basis.

<i>car-share parking space</i>	shall mean a <i>parking space</i> exclusively reserved and signed for a car used only for <i>car-share</i> purposes and such <i>car-share</i> is for the use of carshare members, including non-residents.
<i>grade</i>	shall mean the average elevation of the sidewalk or planned elevation of the sidewalk on Sudbury Street adjacent to the <i>lot</i> .
<i>height</i>	shall mean the vertical distance between <i>grade</i> and the highest point of the roof or, where there is no roof, the highest point of the structure.
<i>parking space within a commercial parking garage</i>	shall mean a clear area that: <ul style="list-style-type: none"><li>a. has minimum dimensions of 5.2 m in length and 2.6m in width, except that the width of a <i>parking space</i> and shall be increased 0.3m when one or both sides of the parking space is obstructed;</li><li>b. is accessed by a drive aisle that has a minimum width of 7.0 m; and</li><li>c. is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another vehicle.</li></ul>
<i>small-car parking space within a commercial parking garage</i>	shall mean a clear area that: <ul style="list-style-type: none"><li>a. has a minimum dimension of 5.2 m in length by 2.6m in width, and where one or both sides of the parking space is obstructed by a column or bollard, no increase in stall width would be required;</li><li>b. is accessed by a drive aisle that has a minimum width of 7.0m; and</li><li>c. is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another vehicle.</li></ul>
<i>obstruction</i>	shall mean any part of a fixed object such as a wall, column, bollard, fence, or pipe situated within 0.3m of the side of the <i>parking space</i> , measured at right angles, and more than 1.0 metres from the front or rear of the <i>parking</i>

*space.*

14. Within the lands shown on Map 1 attached to this By-law, no person shall use any land or erect or use any building or structure unless the following municipal services are provided to the lot line and the following provisions are complied with:
- (a) all new public roads have been constructed to a minimum of base curb and base asphalt and are connected to an existing public highway, and
  - (b) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.
15. Despite any future severance, partition or division of the lands as shown on Map 1, the provisions of this exception shall apply as if no severance, partition or division has occurred.

ENACTED AND PASSED this      th day of June, 2012.

FRANCES NUNZIATA,  
Speaker

ULLI S. WATKISS  
City Clerk

(Corporate Seal)





