

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

TORONTO ARTSCAPE INC.

Respondent

**MOTION RECORD OF THE REGULATORY BODY
CITY OF TORONTO**

(Motion by the Receiver for approval of a sales process,
returnable April 25, 2024)

April 22, 2024

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Condominium Corporation for 38 Abell Street

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**ONTARIO
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BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

TORONTO ARTSCAPE INC.

Respondent

AFFIDAVIT OF SARAH PHIPPS

(Affirmed April 22, 2024)

I, **SARAH PHIPPS**, of the City of Toronto, in the Province of Ontario, AFFIRM AND SAY as follows:

1. I am employed as a Project Director within the Strategic Initiatives, Policy and Analysis Section in the City Planning Division at the City of Toronto. I have been a planner for over 22 years, all of which have been with the City in a variety of different positions. In my current position I lead teams working on major city-building area studies throughout the city and am presently working on Update Downsview, the redevelopment plan for the Downsview airport lands which includes a Secondary Plan, Zoning By-law, Urban Design Guidelines, a Master Environmental Servicing Plan and a Community Development Plan.

2. I have worked on and prepared planning studies, secondary plans and zoning by-laws for various parts of the City of Toronto, including the Downtown Secondary Plan, Sherway Area

Secondary Plan, King-Spadina Secondary Plan, King-Parliament Secondary Plan, and the Christie's Planning Study.

3. I was a Planner with the City that was involved in the City's review and the response to the planning applications discussed below in this affidavit. My responsibilities include reviewing the land use applications, implementing Ontario Land Tribunal decisions, negotiating community benefits, reviewing legal agreements and making planning recommendations at Community Council and City Council.

4. I have a Masters of Science in Planning from the University of Toronto which I obtained in 2003. I am a provisional member of the Canadian Institute of Planners and the Ontario Professional Planning Institute. I have been previously qualified by the Ontario Land Tribunal and its predecessors as an expert witness in the field of land use planning and policy planning.

5. I have reviewed certain City files in relation to this matter, reviewed the matter with counsel for the City, and reviewed documents, records and correspondence from staff who work in other City of Toronto divisions. In light of the foregoing, I have knowledge of the matters deposed to herein. Where I do not have personal knowledge of the matter to which I depose, I have stated the source of my belief, and believe the information to be true.

Factual Context Regarding City's Secured Interest in Affordable Housing at 38 Abell Street

6. The affordable housing properties at 38 Abell Street consist of twenty *artist live/work studio* rental condominium units located on the first through third floors of a residential condominium (the "Abell Affordable Housing").

7. I have reviewed extracts of the issued building permit plans for the entire building in which the Abell Affordable Housing are located and based on that, it is my belief that the entire building consists of 438 units. Of those units, 20 are the Abell Affordable Housing, and 48 are affordable ownership units that were long-since conveyed to eligible individuals under an affordable home ownership program. The building was declared into two separate condominium corporations, Toronto Standard Condominium Corporations Nos 2118 and 2249. The Abell Affordable Housing and the affordable ownership condominium units are all located within TSCC No. 2118.

8. Information regarding the historical and factual context concerning the creation of the Abell Affordable Housing is contained in the following:

- (a) A report to Toronto and East York Community Council, dated May 30, 2006 (attached as Exhibit A);
- (b) A report adopted by City Council on July 25 – 27, 2006 (attached as Exhibit B);
- (c) A decision of the Ontario Municipal Board, dated January 10, 2017 (the “OMB Decision”) (attached as Exhibit C);
- (d) A decision of the Ontario Divisional Court, reported as *Toronto (City) v. 2059946 Ontario Ltd.*, 2007 CanLii 33117 (Ont. Sup. Ct. J. (Div. Ct.));
- (e) A report from the City’s Director of Community Planning to Toronto and East York community council, dated November 23, 2009 (attached as Exhibit D);
- (f) City Council Tracking Status 2010.TE30.2 (attached as Exhibit E).

These records are alternatively publicly available online on the City’s website, or reported tribunal and/or Court decisions.

9. I note that while certain of the Exhibits refer to a property with a municipal address of 150 Sudbury Street, the municipal address of that property was split, and the condominium in which the Abell Affordable Housing is located was subsequently reassigned a new municipal address of 38 Abell Street. It is common for properties which are undergoing re-development to have their municipal address changed at some point in the development process. The above documents, and zoning by-laws to which I refer below, apply to the lands contained in both condominium corporations.

10. Following the Divisional Court decision referenced in paragraph 7(d) of my affidavit, I understand that the developer which owned the property in which in Abell Affordable Housing is now located reached a settlement with the City. By reaching a settlement with the City, that owner obtained certainty that its development would be allowed to proceed, whereas had the City's appeal from the OMB Decision been granted, the development could have been rejected in full, modified in a manner the owner considered to be less favourable, or further delayed. In exchange for obtaining this certainty regarding its development, the City was able to further its objectives of advancing "creative solutions" to promote the "creative and artistic trends" that are discussed in the OMB Decision. The form of the settlement between the City and owner of the property in which the Abell Affordable Housing is currently located took the form of an agreement authorized under s. 37 of the *Planning Act*.

11. The Ontario Land Registry Office parcel register for a random sampling of nine of the twenty Abell Affordable Housing is attached as Exhibit F. I am further advised by counsel that the parcel registers for all the Abell Affordable Housing are "mirrors" of each other in all relevant respects in that the same above-mentioned instruments are reflected on each, on the same dates.

12. A copy of registered interests:

(a) s. 37 *Planning Act* Agreement, AT2483854, dated August 23, 2010, is attached as Exhibit G; and

(b) s. 118 *Land Titles Act* instrument, AT3110448, dated August 24, 2012, is attached as Exhibit H.

These records are publicly available in the Land Titles Office, and I am advised by counsel for the City that they were made available by Artscape to the Applicant prior to the commencement of the Receivership proceeding.

13. The most common form of s. 37 *Planning Act* community benefits is a cash contribution provided to the City for allocation to specific capital facilities, such as parks, libraries, recreation centres, childcare centres, heritage preservation, and other community facilities. From time to time, s. 37 *Planning Act* benefits take the form of space to be constructed inside newly built developments. For example, a developer may build space in a residential condominium to be conveyed to the City to be used as a daycare, library or community recreation centre.

14. In the within case, the s. 37 *Planning Act* benefits took the form of not-for-profit studio space for the benefit of artists, and this included both performance and studio space for artists to work in and affordable housing for artists.

15. The tenure in which s. 37 *Planning Act* community benefits space is held varies. Sometimes s. 37 *Planning Act* agreements require the developer to convey an ownership interest to the City. Other times, s. 37 *Planning Act* agreements require that the developer convey an ownership interest to a specific third party, for example, a not-for-profit organization, for either nominal or below market consideration, so the organization can operate it and provide community benefits there on

behalf of the City for the benefit of City residents. In the within case, the Abell Affordable Housing was conveyed at below-market rates. Should the s. 37 *Planning Act* agreement require that an ownership interest be conveyed to a third party, the City arranges to enter into and register various real estate instruments and contractual agreements that it considers necessary and appropriate to protect the community benefit space from being monetized for the benefit of others or utilized in such a manner that the City's objectives in entering into the agreement in the first place would be undermined. In these situations, it is common for such agreements to provide that transfers and certain other steps cannot be taken without the consent of the City given that the provision of the community benefits were directly linked to the approval of the development; the instruments attached at Exhibits G and H are common examples of the types of instruments used by the City.

Zoning Approved by Ontario Municipal Board Restricts Abell Affordable Housing to Rentals, to Artists and Their Households Only, At Below Market Rents

16. Attached as Exhibit I is a decision and Order of the Ontario Municipal Board, released January 8, 2008 which applies to the Abell Affordable Housing, and the entire building in which it is located (including the lands applicable to both condominium corporations which form part of the building) (the "OMB Artist Zoning Order"). The decision arose in the context of a consolidated hearing concerning numerous properties in the area, the attachments relating to properties other than the 150 Sudbury / 38 Abell property have been omitted.

17. The City's practice is to codify zoning orders issued by the Ontario Municipal Board – such codification is represented in Toronto by-law 1169-2009 (OMB), attached as Exhibit J. The reference to (OMB) in the by-law's title is a notation used by the City to denote that the zoning by-law is a codification of an OMB Order.

18. Attached are two further by-laws which apply to the Abell Affordable Housing, and the entire building in which it is located (including the lands applicable to both condominium corporations which form part of the building):

(a) Toronto by-law 783-2010, which adopts Official Plan Amendment No. 121, is attached as Exhibit K, which was authorized by a report to City Council from the Director of Community Planning, dated May 26, 2010, attached as Exhibit L; and

(b) Toronto by-law 784-2010, attached as Exhibit M.

19. The definition of “artist live/work units” in the OMB Artist Zoning Order (as amended), states:

artist live/work studio shall mean a dwelling unit containing a studio space for the production of art and that a minimum of 20 of such units in Building A will be **rented** at **no more than 0.8 times the CMHC** [Canada Mortgage and Housing Corporation] **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**. [emphasis added]

s. 3(ii) of the OMB Artist Zoning Order states:

residential gross floor area of an *artist live/work studio*(s) shall be permitted to be counted as *non-residential gross floor area* solely for the purpose of meeting the minimum non-residential density requirement of this section.


But for these provisions, if the Abell Affordable Housing ceases to fit within the definition of “artist live work studio” it would be considered part of residential gross floor area. Based on my review of the building plans for the entire building, it is necessary for the Abell Affordable Housing to fall within the definition of “*artist live/work studio*” for the building to satisfy the minimum required non-residential gross floor area.

Official Plan Amendment No. 121 and Related Residential Rental Housing Regulation

20. The reference to “rental housing for the purposes of the Official Plan” in Official Plan Amendment No. 121 is a reference to s. 3.2.1 of the City’s Official Plan. A copy of that section is attached as Exhibit N. A copy of *Chapter 667 – Residential Rental Property Demolition And Conversion Control* of the *Toronto Municipal Code* is attached as Exhibit O.

21. A copy of the condominium declaration for the condominium corporation in which the Abell Affordable Housing are located is attached as Exhibit P.

22. I affirm this affidavit in support of the relief sought in the within motion, and for no improper purposes.

AFFIRMED BEFORE ME at the City)
of Toronto, in the Province of)
Ontario, this 22nd day of April, 2024)
)
_____)
Christopher J. Henderson)
A Notary Public)
And Commissioner for Taking Affidavits)

Sarah Phipps

SARAH PHIPPS

This is Exhibit "A" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

May 30, 2006

To: Toronto and East York Community Council

From: Director, Community Planning, Toronto and East York District

Subject: Request for Direction Report
South District Application 05 199764 SPS 00 TM
Official Plan and Zoning Review in the West Queen West Triangle Area
2005 199764 SPS 00 TM
Ward 18 - Davenport

Purpose:

The purpose of this report is to report back to Council on the zoning review and community consultation undertaken by staff with respect to the West Queen West Triangle, generally bounded by Dovercourt Road, Dufferin Street, Queen Street and the CN railway tracks. Additionally, staff require direction to finalize the Zoning By-law and Official Plan amendments.

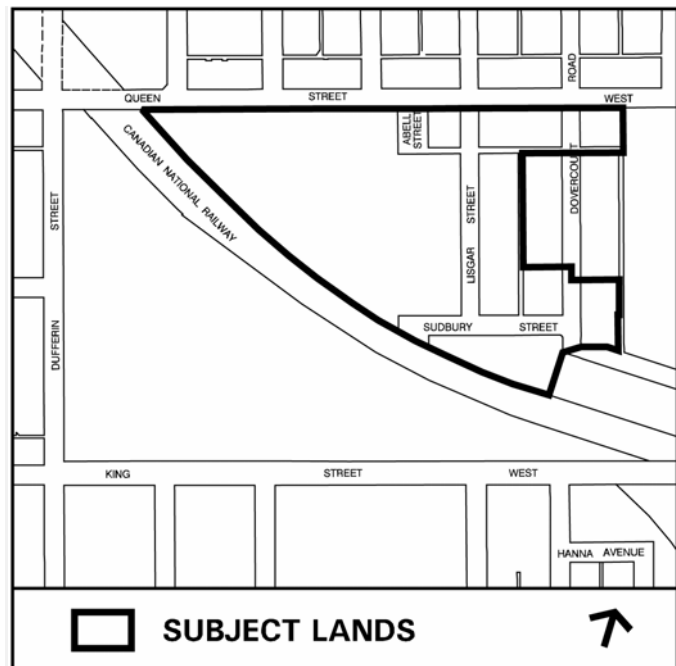
Financial Implications and Impact Statement:

To provide an adequate park infrastructure for the area, an off-site parkland dedication is recommended which may be over and above the statutory requirement.

Parks staff supports the approach to secure an off-site parkland dedication as it will provide needed park space in this community which is in an area of low parkland provision.

Parks staff will be reporting to the Administration Committee regarding the use of cash in lieu monies for an off-site dedication as well as additional funds to pay for any over-dedication from the City’s parkland reserve fund.

The Chief Financial Officer and Treasurer has reviewed this report and concurs with the financial impact statement.



Recommendations:

It is recommended that City Council:

- (1) direct staff to report on the proposed amendments to the Garrison Common North Secondary Plan and the Garrison Common North Part II Plan generally in keeping with the principles outlined in this report;
- (2) direct staff to report on the proposed amendments to the Zoning By-law 438-86 for the former City of Toronto to reflect the principles outlined in this report;
- (3) direct staff to implement a network of public streets, including Sudbury Street and Abell Street as vehicular streets and Northcote Avenue as pedestrian and cycling connection, in accordance with the text of this report;
- (4) direct staff to acquire the lands necessary for the extension of Sudbury Street and request the Director of Real Estate Services to report to the June Council on mechanisms for acquiring the land for the extension of Sudbury Street;
- (5) direct Parks, Forestry and Recreation staff to report to the Administration Committee regarding the collecting of cash-in-lieu for parkland, as opposed to land, from any development in the West Queen West Triangle;
- (6) require the extension of Sudbury Street as a condition of residential development south of the MCR zoning in the West Queen West Triangle;
- (7) direct staff to report directly to Council relating to implementation mechanisms to ensure that non-residential space forms a substantial component of the redevelopment of the West Queen West Triangle, in accordance with the text of this report;
- (8) request the General Manager of Economic Development, Culture and Tourism, in consultation with Finance and Legal, to report back regarding the possible usage of Section 110 or other powers granted by the Municipal Act to secure no-net-loss of non-residential space in the West Queen West Area;
- (9) direct staff to report directly to Council if necessary on other matters relating to the West Queen West Triangle; and
- (10) request the Executive Director of Facilities and Real Estate Services to pursue options to relocate the offices of the Public Health Division which are currently located in the Carnegie Library at 1115 Queen Street West.

Background:

City Council adopted the Garrison Common North Part II Plan in 1998 to encourage revitalization of the Garrison Common North Area, bounded generally by Queen Street West,

Bathurst Street, the Gardiner Expressway and Dufferin Street. The area includes a wide variety of uses, including a mixture of residential and industrial uses in close proximity to each other.

Industrial activities have been declining in the Garrison Common North area for several decades. The eastern and southern portions of Garrison Common North, including the Massey Ferguson and Inglis Lands and the Centre for Addiction and Mental Health, have already been the subject of major planning applications to allow for the conversion of industrial lands to residential lands. These planning applications were made in relation to large sites or to contiguous large sites, often under single ownership or the subject of comprehensive plans. New streets, public parks and community services and facilities were required as part of each of the above. Also, the Niagara Neighbourhood has recently gone through a built form and density study which has updated the zoning and permitted uses in that area.

The West Queen West Triangle (WQWT) is a large area of contiguous mixed use and industrially-zoned sites, totaling more than 6.5 hectares. The lot pattern is irregular and ownership of the properties has not been consolidated.

As a result of 3 significant applications, all including tall residential buildings, in the WQWT, and increased interest in redevelopment of other sites in the Triangle, Council directed staff to undertake a zoning review of the entire area in November 2005. There has been considerable input from staff of Economic Development, Parks and Culture in this review process. This report outlines the outcome of that process.

Overview of planning applications

At this time, there are 4 active planning applications in the West Queen West Triangle. The chart in Attachment 1 provides further detail regarding those proposals as well as basic information about pre-application discussions which have been made public.

In-force Official Plan

The in-force Official Plan designates the lands as:

- Low Density Mixed Commercial-Residential Area along Queen Street West; and
- Mixed Industrial-Residential Area on the remainder of the lands stretching south to the railway corridor.

The Plan also identifies this section of Queen Street West as subject to the Plan's Main Streets policies. Low Density Mixed Commercial-Residential Area and Main Streets contain a mix of commercial, residential and institutional uses in low-rise form, generally within the range of 3 to 5 storeys. Mixed Industrial-Residential Areas allow a wide range of residential uses, community services and facilities, street-related retail and service uses, and those industrial uses which are environmentally compatible with adjacent and neighbouring uses.

The in-force Official Plan also includes policies pertaining to the preservation of heritage resources and the provision of neighbourhood amenities such as parks and other community facilities.

Land use designations of the in-force Official Plan are indicated by the map in Attachment 2.

Garrison Common North Part II Plan

The Garrison Common North Part II Plan identifies the West Queen West Triangle as mostly Mixed Industrial-Residential Area 'A' with portions fronting Queen Street West identified as Low Density Mixed Commercial-Residential Area. The land use designation map is provided in Attachment 3.

The Garrison Common North Part II Plan provides more detailed policies with respect to density which prevail over the city-wide Official Plan policies. The Part II Plan identifies the lands as:

- Low Density Mixed Commercial-Residential Area with permission to pass by-laws for densities of up to 3.0 times the area of the lot for mixed use buildings, provided that residential densities do not exceed 2.5 times the area of the lot and commercial densities do not exceed 1.5 times the area of the lot; and
- Mixed Industrial-Residential Area 'B', re-iterating the in-force Official Plan's permission to pass by-laws for densities of up to 3.0 times the area of the lot for mixed-use buildings of which residential densities are to constitute a density of no more than 2.0 times the area of the lot.

The in-force Garrison Common North Part II Plan includes policies which specifically relate to the redevelopment of large areas, identified in the Plan as sites greater than 1 hectare in size. These policies state that such areas should be well integrated with the surrounding neighbourhoods and that Council should seek the provision of good pedestrian, vehicular and visual connections to adjacent neighbourhoods, parks and open spaces. The plan specifically shows the extension of a number of local streets including Sudbury Street, Abell Street and Northcote Avenue.

Additional detail regarding the policies of the in-force Official Plan and the in-force Garrison Common North Part II Plan are provided in Attachment 4.

New Official Plan for the City of Toronto

The New Official Plan designates the WQWT as Regeneration Area. Section 4.7 Regeneration Areas states that these areas will provide for a broad mix of commercial, residential, light industrial, parks and open space, institutional, live/work and utility uses in an urban form to:

- revitalize areas of the City that are largely vacant or underused;
- create new jobs and homes that use existing infrastructure;

- restore, re-use and retain existing buildings that are economically adaptable for re-use, particularly heritage buildings and structures;
- achieve streetscape improvements and the extension of the open space network; and
- promote the environmental clean-up and re-use of contaminated lands.

The new Official Plan for the City of Toronto designates the WQWT Area as a Regeneration Area, requiring the Secondary Plan to address:

- urban design guidelines;
- a greening strategy for tree planting, improvements to parks and the acquisition of new parks and open spaces;
- streetscape, park and open space improvements;
- the need for new community services and facilities;
- a heritage strategy identifying important heritage resources and ensuring new buildings are compatible with adjacent heritage buildings;
- environmental policies regarding contaminated lands; and
- transportation policies that encourage transit, walking and cycling over use of the private automobile.

The New Official Plan's land use designation map is included as Attachment 5.

New Garrison Common North Secondary Plan

The New Garrison Common North Secondary Plan re-iterates many of the objectives outlined in the in-force Garrison Common North Part II Plan. Map 14-1 in the Secondary Plan re-iterates the planned street extensions outlined in the in-force Garrison Common North Part II Plan.

The new Garrison Common North Secondary Plan identifies most of the WQWT Area as part of 'Area 2' and requires an area study to precede significant development which addresses all the issues listed in the New Official Plan as well as policies that deal with the issue of separation and buffering from the rail corridor. The Secondary Plan map is included as Attachment 6.

Additional detail regarding the policies of the New Official Plan and the New Garrison Common North Secondary Plan are provided in Attachment 7 to this report.

Zoning

The base zoning in the West Queen West Triangle Area includes MCR (Mixed Commercial Residential) along Queen Street West, I1 (light industrial) generally south of the lane and along the rail corridor, I2 (industrial) on one site east of Dovercourt Road and an R4 (residential) site on Lisgar Street:

- the MCR zone has a height limit of 16 metres subject to additional limits at the street-edge, angular plane requirements and a density limit of 3.0 times the area of the lot, of which no more than 1.0 times can be used for commercial uses and 2.5 times for residential uses;

- both the I1 and I2 zone have a height limit of 18 m and a density limit for industrial uses of 3.0 times the area of the lot; and
- the R4 zone has a density limit of 4.0 times the area of the lot and a height limit of 18 m.

The zoning map is provided in Attachment 8.

Two site specific rezonings have been approved over the years for parcels within the Triangle. One, approved in 2002, provides for additional height on the R4 site at 55 Lisgar Street up to 24.6m plus mechanical penthouse with a density of 4.0 times the area of the lot and provision of a day care on-site as a community benefit under Section 37 of the Planning Act. The other, approved in 2000, provides for 4 storey townhouses with a density of 1.0 times the area of the lot on the 150 Sudbury Street site.

Comments:

Community Consultation

A series of community consultation meetings were held in the local community with respect to individual planning applications and the West Queen West Triangle. These include:

- 1171 and 1171R Queen Street West (June 13, 2005 at the DeLeon Whyte Gallery);
- 48 Abell Street and 1199 Queen Street West (August 2, 2005 at the DeLeon Whyte Gallery);
- West Queen West Triangle (November 16, 2005 at the McCormick Community Centre); and
- 150 Sudbury Street (April 3, 2006 at the DeLeon Whyte Gallery).

Active 18, a community group of residents, business operators and landowners, held a one-day charrette to consider the redevelopment of the West Queen West Triangle on March 5 2006 and charrette proceedings were provided to City Planning staff and the applicants.

A Working Group which included City staff, members of the resident community, the Ward Councillor, members of the arts community and the developers was set up to receive feedback on the development of the Triangle. Three meetings were held (April 24th, May 8th and May 23rd) and all were open to the public. The average attendance for each meeting was 25 working group members and 60-75 members of the public.

The topics covered in the meetings included: parkland, built form, pedestrian and cycling connections, maintenance of non-residential space in the Triangle, affordable housing, culture and economic development, and heritage. Agreement within the Working Group was reached on the following topics:

- the need for new park space in the Triangle;
- the need for a Master Servicing Plan for the entire Triangle;
- the need to protect the creative industry cluster in the Triangle;

- provision for a laneway “mews” south of the buildings that front on Queen Street along which active uses such as galleries, studio space and live/work units should be encouraged;
- a publicly accessible, privately funded pedestrian/cycle bridge over the railway tracks;
- residential uses are appropriate in the Triangle;
- affordable housing should be encouraged in the Triangle;
- Abell Street should be extended southward; and
- environmental sustainability should be encouraged in the development of all buildings in the Triangle.

There were some topics of discussion that all the members of the working group could not come to a consensus about. These included but were not limited to:

- the extension of Sudbury Street;
- the extension of Northcote Street, for pedestrians, cyclists and landscaped open space;
- the size and location of public parkland;
- the location of the pedestrian bridge over the railway tracks;
- the amount of non-residential uses appropriate for the area;
- the amount of residential uses appropriate for the area;
- the height of the buildings fronting on Queen Street;
- the height of buildings south of the laneway; and
- amount and type of community benefits to be secured under Section 37 of the Planning Act.

Culture and Economic Development Objectives

Importance of a Creative City

City Council adopted a new Official Plan in 2002 setting the rules for growth and development for the next 30 years. The new Official Plan addresses how Toronto will cope with the thousands of newcomers who will arrive here during the next few decades.

The Official Plan makes it clear that the arts, culture and heritage will play much more than supporting roles in Toronto’s intensification. In fact, Toronto’s arts, culture and heritage will help to attract the educated, mobile newcomers we want, keep our best and brightest at home and make our economy among the strongest anywhere.

In 2003 City Council adopted a Culture Plan for the Creative City which is used to guide Toronto’s cultural development for the next 10 years. It is consistent with City Council’s Strategic Plan, its Economic Development Strategy and the new Official Plan. The two key goals in the Culture Plan are to position Toronto as an international cultural capital and to have arts, culture and heritage at the centre of the economic and social development of the city.

Role of the West Queen West Area:

The West Queen West Area is a unique area. It is the nucleus for the creative sector in the west downtown. It is characterized by a mix of land uses that has evolved in succession from traditional employment uses in the area to artist studio space, live work studios, rehearsal and performance space, exhibition space, office space and light industry. Amenities include many vibrant bars and cafes along with two recently refurbished hotels. All of these uses combine to make it an example of what a creative city has to offer to its residents and the world.

The creative sector can be described as including artists, performers, dancers and musicians along with architects, graphic designers, photographers, book and periodical publishers, filmmakers and broadcasters, sound recording professionals as well as craftspersons who work with ideas.

Substantial investment has been made by the private sector in the West Queen West Area. Important to the neighbourhood is the refurbished Drake Hotel where emerging artists, established artists, art collectors and patrons convene in the bar, a place where emerging artists are given residence and which also offers small, economically priced hotel rooms with curated art. Similarly, the Gladstone Hotel is central to the neighbourhood in that it is a unique, urban hotel with artist designed hotel rooms and includes affordable short-term artist studios and exhibition space.

In recognition of the concentration of artists and the importance of locating a public institution to provide a focal point for the West Queen West Area, a significant public investment has been made by the City in relocating the Museum of Contemporary Canadian Art (MOCCA) from North York down to the West Queen West neighbourhood. MOCCA's mandate is to exhibit, research, collect and promote innovative art by Canadian artists whose works engage and reflect the relevant stories of our times.

To further enhance the creative cluster in the West Queen West Area, other strategic municipal investments and support include the location of the Toronto Fashion Incubator within the neighbourhood; project and operating funding to both individuals and arts organizations from the Toronto Art Council as well as capital funding from the City of Toronto's Culture Build Investment Program towards the state of good repair for non-City-owned not-for-profit cultural organizations.

The concentration of creative users in the West Queen West Area is confirmed by research.

- A study prepared in October 2005 by Hill Strategies Research Inc. and entitled "Artists by Neighbourhood in Canada" compares artists residing in various postal regions across Canada. The M6J postal code, or West Queen West neighbourhood, is home to the 5th highest concentration of artists in all of Canada.
- The 2001 Census indicates that the census tract where the West Queen West Area is located has 455 residents with Art/Cultural occupations.

- West Queen West is within the top 1 percentile of census tracts with a concentration of artistic residents, when compared against the 800 plus census tracts in the Toronto Census Metropolitan Area.
- The 2005 City of Toronto Employment Survey indicates that there is a total employment of 495 within the West Queen West Triangle. 31% of the total employment is involved in creative enterprises.
- The West Queen West Triangle Area has approximately 40,000 square metres of studio, light industrial and retail space, including some space that is currently vacant.
- The employment density of the West Queen West Triangle as a whole is 83 jobs per hectare. The employment density of the area south of the lane south of Queen Street generates 102 jobs per hectare. These densities are significantly higher than the average of 54 jobs per hectare across all of the City's Employment Districts.

Issues regarding the Affordability and Sustainability of Creative Space:

The West Queen West Triangle Area is an acknowledged hub of cultural and creative activity in the city as the result of a number of integrated critical success factors. Three of the primary components are:

- the concentration of creative workers;
- the availability of suitable and affordable work space; and
- the presence of private and public sector buildings that provide opportunities for sharing ideas, collaboration, and selling of artistic products.

As noted above the Area has one of the highest concentrations of creative workers in the City and in Canada. This critical mass of human capital gives the district its distinct character and creates the buzz with respect to being a centre of creative expression.

The presence of older industrial and commercial buildings south of Queen Street provides suitable and affordable space for craft and artistic activities. The creative process has many similarities to industrial uses in that it is often messy and can produce externalities related to paint odours and noise from activities such as sculpting, wood working, music and performance art. Studios with higher ceiling heights and open spaces are required for the production of larger items and for the storage of materials and finished products.

The neighbourhood has undergone a transformation in recent years from vacant storefronts with unsavory activities to a vibrant mixed use neighbourhood that is alive both during the day and evenings. Some of the consequences of the revitalization of the neighbourhood have been increased pressure for additional residential development, higher land values and speculative pressures. While investments in neighborhoods are considered desirable, gentrification displaces the creative sector primarily as a result of increased land values and rents.

While workers in the creative sector as a group are generally highly educated, employment income levels tend to be low. In Toronto, 45% of culture workers have a university degree while only 27% of non-culture workers have a university degree. Furthermore, in Toronto, artists earn on average \$34,100 annually, about 11% less than the average total labour earnings in the city. As such, affordability and proximity to an artist's residence are key given the lower incomes generally earned by creative workers. Living in their studio for many artists is an ideal situation as they only have to pay one rent. Proximity is important with respect to being able to act quickly while the "muse" is present and because it increases the opportunity for spontaneous interaction with other creative workers.

Galleries, coffee shops and performance venues are the private and public sector anchors that provide the public face to the activities that occur in individual studios. This mimics the experience of other successful "clusters" which are often characterized by intensive networks of companies and workers that are used to discuss new ideas and collaborate on projects.

These joint ventures are often hatched, developed and consummated in public gathering places within close proximity to the home or studio of the individual. Places where creative products can be displayed, sold or performed are also crucial to the success of the creative community. The long term stability and affordability of gallery and performance space is an ongoing concern. Many of these venues have constrained budgets and are often displaced by escalating rents and demolition or conversions of these venues.

The three critical success factors noted above (i.e. concentration of creative workers; availability of suitable and affordable work space and place-based opportunities for collaborations) form the legs upon which the creative community in West Queen West rests. Cutting off any one of the legs threatens the long term viability of the existing creative cluster.

A Vision for the Future of the West Queen West Area

The planning policies for the area have supported a mix of uses. A true mixed use neighbourhood defined primarily by its creative community exists in the area. Maintaining this combination of jobs and housing, and a cluster of creative activities is a valid policy objective supported by the City's Official Plan and cultural strategy. There is no compelling reason to have the district transform into a primarily residential enclave without including the creative industry elements. It is recommended that the vision for the area be of a vibrant mixed use neighbourhood featuring a significant and secure concentration of creative industries, facilities and individuals supported by a high quality built environment, open spaces and public services.

The development industry has already discovered that the creative and cultural amenities in the West Queen West Triangle are its key features that the industry can use to market and promote their projects. Maintaining West Queen West's unique character should be equally important to the developers and future residents.

The City's policy objectives with respect to the cultural sector and employment are to preserve, stabilize and grow the neighbourhood. However, the primarily residential proposals being considered could undermine the factors that make the area successful. The elimination of work

space and affordable live/work units will change the character of the area and its ability to retain a critical mass of creative activity. Increasing land values and rents will threaten the viability of gallery and performance space.

It is being recommended that the City, in cooperation with the development proponents, work together to ensure the continuing viability of the creative cluster in the district. To achieve this objective the following should occur:

- (1) retaining or replicating studio and craft industrial space;
- (2) creating gallery and performance space; and
- (3) retaining/creating affordable live/work units.

The following actions are recommended:

That Council adopt a policy that supports no-net-loss of non-residential space in the West Queen West Triangle Area and that individual applications must be assessed against how they meet this target. This policy would aim to maintain approximately 40,000 square metres of non-residential space and encourage further growth.

Staff is undertaking a feasibility analysis of a performing arts hub at the historic Carnegie Library which is currently being used by Public Health. Staff is also working with the Toronto District School Board and Toronto Artscape to develop a visual arts hub at the Givens/Shaw Public School.

The City should explore the possible usage of Section 110 or other powers granted by the Municipal Act to secure no-net-loss of non-residential space in the West Queen West Area in an effort to maintain and expand a significant concentration of creative industry employment in the area. Section 110 of the Municipal Act includes municipal facilities used for cultural purposes and it allows a municipality to provide financial or other assistance at less than fair market value or at no cost to any person who has entered into an agreement to provide such space. A review of Section 110 of the Municipal Act should be done in consultation with staff from Legal and Finance.

These City initiatives would be augmented by the creation of additional affordable and sustainable gallery and public meeting spaces. A portion of the residential amenity space, as required by the zoning bylaw, could be built and given to the City to be used by not-for-profit arts organizations for art production, exhibition and/or performance and shared with the residents of future development for their community meetings and celebrations.

A target of 80 units suitable for live/work activities should be given or leased to a non-profit agency for a long term at a rate that will allow the not-for-profit to provide affordable and secure tenure for artists and creative enterprises.

Employment in the surrounding area

Staff have completed a study of the employment in the surrounding area, including the types of industries in the area, the number of employees in each industry and the rise and/or decline in the numbers from 1999 to 2005. The area studied was bounded generally by Dundas Street West to the north, Gore Vale Avenue and Strachan Avenue to the east, East Liberty Street to the south, and Lansdowne Avenue to the west. This area was chosen to include not only the Triangle, but also the adjacent areas. The data was taken from the City's Employment Survey.

Overall, the area's employment has increased from 9,200 jobs in 1999 to 10,500 jobs in 2005. This increase of 12.5% was much higher than the overall City increase of 1.4%. However, although the overall number of employees increased, the number of firms decreased, from 1,179 to 1,023. The top 20 largest employers in the area account for 45% of the jobs in the area.

Office jobs are the largest component of employment in the area accounting for 39% of the jobs. Within the office category different sub-categories grew at different rates. For example, between 1999 and 2005, employment in the Radio and TV Station category grew by almost 600 employees, while employment in the Film and Recording Studios and Program Producers grew by 140 and 139 respectively. Employment in the Advertising Agencies category also grew by 130 employees. Employment within the Photographer and Graphic Artists category declined by 244 employees between 1999 and 2005, as the number of firms declined from 212 firms in 1999 to 100 firms in 2005. The largest employers in the area are YTV, Nelvana, Sony BMG and Softchoice.

Institutional employment is the second largest component in the area (25%), due mostly to the Centre for Addiction and Mental Health (CAMH). Retail Shopping and Retail Service follow with combined employment of 23% of the area's jobs. Manufacturing has decreased from 15.6% in 1999 to 6.9% in 2005.

This information is important to the City's efforts to understand, monitor, maintain and enhance the rate of employment growth in the area.

Community Facilities

The area around Queen Street West and Dufferin Street is characterized by a range of housing types, including low density residential areas. However, this area is expected to experience considerable residential intensification, as a result of the redevelopment of sites such as the Canadian Addiction and Mental Health (CAMH) Centre and the conversion of former industrial sites for residential purposes.

There is an existing array of community service facilities established to meet local needs, as indicated in the map in Attachment 9.

Schools - There are a total of 7 publicly funded school facilities located within the study area. Preliminary findings indicate that there is sufficient capacity to accommodate students in both the elementary and secondary panels, in both the public and catholic schools. Schools frequently

serve as service hubs in many communities throughout the City, and this area is no exception. However, availability of suitable facilities for large public meetings and community celebrations is constrained due to existing demand.

Places of Worship - There are a total of 16 places of worship located within the study area, including one located within The Great Hall located at 1089 Queen Street West. Places of worship that responded to inquiries from City staff, and welcome community use of their facilities, reported being fully subscribed.

Licensed Childcare - Local child care centres offering care for the youngest age groups (namely children aged 0 to 2.5 years) are typically fully enrolled, however there are some vacancies in programs serving 6 to 9 year olds. There is an outstanding need for licensed care for children aged 0 to 5 years.

Recreation Centres - There are 5 municipally-run recreation centres serving the local community, with a variety of facility elements, including gyms and indoor swimming pools. The facilities serving the Parkdale component of the study area are subject to the City's Welcome Policy, whereby user fees are waived. The programs offered by these centres are fully subscribed, especially those intended for youth and adults. However, Recreation Division staff report that the imposition of user fees in the remaining 3 centres have had a negative impact on participation rates. While limited capacity exists in these centres, they do not include large meeting rooms sufficient for public assembly. Recreation staff also indicated a lack of outdoor programming space that could also be used for large outdoor gatherings.

Libraries - The Parkdale Library is the only branch located within the study area. It offers extensive English as a Second Language (ESL) and adult literacy programs and materials, as well as support programs for local students. It is also home to the Parkdale Community Information Centre, which provides information about a variety of programs and services available to local residents. While the library itself adequately meets the needs of the community, the availability of additional meeting space and program space is highly constrained.

Cultural Facilities - Staff from the City's Culture Division have identified the need for an exhibit and performance space to support the artists' population residing and working in the area.

Given the above, the most pressing need in the community appears to be the need for multi-purpose rooms that can be used as community meeting space. At a minimum, this need should be addressed during the redevelopment of the West Queen West Triangle.

Heritage

A map showing the listed and designated buildings within the immediate vicinity of the WQWT is provided in Attachment 10. Of particular interest are the Carnegie Library, Post Office and the Great Hall which are located within the Triangle and the Gladstone Hotel which is located adjacent to the Triangle. Any new development in the WQWT must respect these heritage buildings and should not detract from them.

There has also been interest by Heritage Preservation Services about possible designation of the existing building at 48 Abell. The John Abell Factory (1887) has design, historical and contextual value as a representative example of an industrial building associated with industrialist John Abell that supports the character of the Queen Street West neighbourhood. The City has requested that the owners submit a Structural Report which will outline whether the building can be restored and re-used. Once the report has been reviewed by Heritage Preservation staff a decision about recommending designation will be made.

The community has shown interest in initiating a Heritage Conservation District Study which will encompass both sides of Queen Street between Gladstone and Dovercourt Road and may include part of Beaconsfield Avenue. The study would establish design guidelines to ensure that the heritage character of this section of Queen Street West is maintained, restored and enhanced in new development and alterations to existing buildings. Any recommendation to Council regarding the designation of this section of Queen Street would not be made until mid-2007 at the earliest, after the required studies under the Heritage Act and a full program of public consultation have been completed.

A Network of Public Streets

The Garrison Common North Part II Plan clearly shows the extension of Sudbury Street, Abell Street and Northcote Avenue within the West Queen West Triangle. Staff reviewed the impact of these street extensions in terms of linking the Triangle to the surrounding urban fabric, providing access to the development blocks, and providing vehicular, cycling and pedestrian connections through the site. It is important for the Triangle to not function as an isolated development block. Staff believe that the provision of roads through the area will ensure that the Triangle becomes an integral part of the West Queen West neighbourhood as well as provide for street-related development. The creation of a public street network in the West Queen West Triangle provides an opportunity to more evenly distribute traffic across the road network, improve road access and better connect the area to the neighbourhood.

The location of an extended Sudbury Street, adjacent to the rail corridor, serves not only to define development blocks; it provides an alternative to Queen Street West for site access, circulation and servicing. It also connects the Triangle to the surrounding street network and the potential Railpath bicycle trail, and uses land that is otherwise unsuitable for residential purposes. Canadian National Railway's and GO Transit's standard is that there should be no residential building within 30 metres of the rail corridor. The railways have stated that they may be able to reduce this requirement to 25 m, provided suitable additional measures to mitigate noise, vibration and crash impacts are provided.

The extension of Sudbury Street will provide for one lane of traffic in each direction, on-street parking on one side of the street, landscaping, sidewalks and a bike trail. A cross-section is provided in Attachment 11. The exact right-of-way requirement needed to accommodate these elements will be determined in co-ordination with Transportation Services staff.

The community raised a concern about the potential for cut-through traffic to use an extended Sudbury Street to get from Queen Street down to King Street. Functional design of this roadway

should incorporate features which will discourage traffic infiltration. Staff believe that the completion of the Dufferin Jog Elimination project will reduce the use of the Sudbury Street extension by through traffic.

Abell Street should be extended south to meet up with Sudbury Street. The street, currently in private ownership, will be built as the properties on either side redevelop. Abell Street will have one lane of traffic in each direction, on-street parking on one side, landscaping and sidewalks.

Staff reviewed the option of continuing Northcote Avenue south of Queen Street West. Given the extension of Sudbury Street and Abell Street as streets with full vehicular access and the proposal to turn much of what would otherwise have been the Northcote Avenue right-of-way into a publicly accessible landscaped open space, staff believe Northcote Avenue does not have to be extended. Certain objectives can still be met by providing a strong pedestrian and cycling connection through the proposed building fronting on Queen Street West followed by a large landscaped open space extending down to Sudbury Street. It is important that the archway connection be wide and high enough to act as a both a physical and visual connection through the block, and that it is well lit, safe, open to the public and well designed. The area to the south should be landscaped. The provision of this opening and landscaped open space is being reviewed as part of the approvals process for 1171 and 1171R Queen Street West.

Pedestrian and Cycling Connections

Staff believe that the WQWT should be permeable to pedestrians and cyclists, with many connections through the sites, in addition to streets. Provision for continuation of the Railpath bicycle facility along the north edge of the Canadian National rail corridor has been made. The Railpath is a cycling trail that will run along the rail corridor from Cariboo Avenue (north of Dupont Street) to Strachan Avenue. The City is currently implementing the section from Cariboo Avenue to Dundas Street West. The intent is to continue to Strachan Avenue once the remaining land has been acquired. The extensions of Northcote Avenue, Sudbury Street and Abell Street, as discussed above, will allow pedestrians and cyclists access to the Triangle from Queen Street West.

The developer of 1100 King Street West, on the south side of the CN rail corridor, Urbancorp, is the same developer who is proposing the building at 150 Sudbury Street in the Triangle. This developer is proposing to build a pedestrian and cycling bridge over the rail corridor to link their two development sites. This connection will improve pedestrian/cycling connections to the Triangle, as the rail corridor is currently a large barrier to north/south movement in the area. The City will ensure that the bridge is publicly accessible.

Laneways/Mid-block Connectors

There are no streets that will run east/west through the Triangle but staff have identified a need for an east-west connection through the Triangle. A pedestrian “mews” is proposed to run from the new park at Fennings Street and Queen Street West, along the east-west public lane that runs behind the buildings that front on Queen Street West. The mews will continue along the north edge of the existing building at 48 Abell Street, through the site at 1171 Queen Street West

towards the western section of the Triangle. This connection will provide additional circulation through the Triangle, primarily for pedestrians. Staff are proposing that non-residential uses such as galleries, work studios, coffee shops and live/work units line the portion of this mid-block connection within the Triangle to act as a secondary, more affordable commercial strip. The intent is not for the mews to take commercial activity away from Queen Street; the intent is to give diversity in location for the non-residential uses in the Triangle. Staff have further identified a need to ensure that conflicts between pedestrians, cyclists and occasional service vehicles are addressed through context sensitive design.

Minimizing Traffic Impacts

Existing travel patterns in the West Queen West Triangle exhibit a high level of transit, walking and cycling use by residents and employees in the area. Future development must support and encourage the continuation of these travel patterns in order to ensure that the area thrives and maintains a functioning transportation network. Development in the West Queen West Triangle is guided by Official Plan and Secondary Plan policies with respect to transportation which encourage “transit, walking and cycling in preference to private automobile use and ensure the movement of people and goods as the number of businesses, employees and residents increase”. Individual developments will be assessed through the City’s requirements for Transportation Impact Studies to ensure that each development is capable of supporting and being supported by the area’s transportation network, and that each development fits within the transportation context for the area as a whole.

The West Queen West Triangle has good access to public transit service, but potential capacity constraints do exist. Dufferin Street and Queen Street West are both identified by the TTC as requiring future transit priority in the Ridership Growth Strategy due to passenger volumes and traffic conditions. To that end, both streets are identified as “Surface Transit Priority Corridors” in the City’s new Official Plan. A future GO rail station at King Street West identified in the new Official Plan could provide additional access between the West Queen West Triangle and regional destinations.

Infrastructure

As part of the review of the development potential in the Triangle, staff need to understand the capacity that is available in the storm, sanitary and water pipes that feed into, and lead from the Triangle. The three land owners that have current applications in the Triangle have been asked to complete a Master Servicing Plan which will assess the current and anticipated capacity requirements so appropriate measures can be taken to ensure adequate servicing of all the development sites. It is the City’s policy to require developers to upgrade servicing if additional capacity is needed for their sites. If the Master Servicing Plan shows that additional capacity in the pipes is required to service the Triangle at full build out, the cost of the upgrades to the infrastructure will be absorbed by the landowners as they develop their properties.

Parks

The City of Toronto Official Plan indicates that this area of the City has only 0-0.42 hectares of park land per 1000 persons which is lowest level of parkland provision (refer to Map 8B of the New Official Plan). The Official Plan also indicates that Toronto's system of parks and open space will continue to be a necessary element of city-building as the City grows and changes. Maintaining, enhancing and expanding the system requires the following actions: adding new parks and amenities, particularly in growth areas and maintaining, improving and expanding existing parks.

Staff have reviewed the option of asking for land from each of the three current applicants and consolidating the 5% dedication in an area where all three properties meet. This results in a parcel of approximately 1200 square metres fronting on the proposed Sudbury Street extension. Staff did not pursue this option for a number of reasons:

- it is a very small parcel of land that would have limited programming opportunities;
- the timing of the Sudbury Street extension to give public frontage to the park is not confirmed;
- taking 5% land from the current 3 applicants would then preclude the option of pooling all the cash-in-lieu from all development in the area to provide one centrally located and larger park (a number of applications are pending which would significantly increase the amount of cash in lieu to acquire land in the area); and
- it is possible to create a more central open space on the lands owned by the current three applicants however this would require rationalizing ownership in the area, compromising other objectives to create a master planned neighbourhood and would not necessarily have the public access and visibility ideal to public parkland.

For these reasons, staff are recommending cash-in-lieu for the West Queen West Triangle.

To date, staff have indicated three preferred locations for park land in the Triangle. They are shown in Attachment 12. The first, located at the northwest corner of the Triangle, across from the Gladstone Hotel is approximately 1500 square metres in size, has high visibility, is bordered on two sides by public streets, and would provide a break in the continuous Queen Street frontage.

The second location includes the Toronto Parking Authority parking lot at Lisgar Street and Queen Street, adjacent to the Canada Post office, and the building and loading area at the north end of the United Food Warehouse site that fronts on Lisgar Street. It has a combined area of approximately 2500 square metres, has frontage on three public streets (Queen, Lisgar and Abell), would provide a focal point for activity, located as it is next to the Carnegie Library, adjacent to the non-residential uses proposed for the mews and in line with the proposed bridge over the rail corridor.

The third location is currently occupied by the car wash on Queen Street. This site is approximately 1100 square metres, has Queen Street frontage, allows for views of the 48 Abell

building and connections to the pedestrian mews and has the ability to have buildings opening up onto it on 2 sides.

Planning as well as Parks, Forestry and Recreation staff are of the opinion that 2 of these 3 sites, or a comparable site or sites within the Queen West triangle, should be obtained by the City for use as public parks. To this end, any development in the Triangle will be asked to provide cash-in-lieu for their parkland dedication, as opposed to land, and these funds will be used toward the acquisition of the required parkland. It is anticipated that given the existing deficiency of parkland in the area and the proposed additional residents on lands in the entire Triangle, that and over-dedication may be required and that funds from the parkland acquisition reserve fund may be required in addition to the cash-in-lieu generated by the current applications. It is also recommended that available Section 37 funds be considered toward the acquisition of parkland, over the 5% required under the Planning Act.

Parkland purchases are funded from a series of park land acquisition reserve funds created with money paid through cash-in-lieu of parkland development payments. These reserve funds must only be used for land acquisition for parkland purposes in accordance with Council Policy. The funds are generated through the development process whereby developers either provide park land or cash in lieu. Recommendations by staff, to the Administration Committee, regarding the use of these funds are based on three key principles:

1. Targeted areas that are parkland deficient;
2. Purchase of lands for community recreation centres, sports and trail facilities; and
3. Achievement of city-wide objectives related to Our Common Grounds Strategic Plan.

There are two options for pursuing the off-site parkland that could be recommended to the Administration Committee. One is to allow for the proponents to secure the lands and reimburse them at market value through reserve funds. The preferred option is for the Facilities & Real Estate to pursue the subject lands whereby Parks, Forestry and Recreation would recommend to the Administration Committee that the Director of Real Estate Services begin negotiations to acquire parkland in the West Queen West Triangle, in accordance with the text of this report.

To help guide the decision making process with respect to the location, configuration and design of the park, the City has detailed Guiding Principles for the design of public parks which include accessibility, connectedness, programme, ability to maintain, comfort, and context. Once the land for the parks has been acquired a review of the appropriate programme, design, and character of the parks should be completed, which includes consultation with the community. These parks will be key elements in the neighbourhood and it is essential to have the community involved in the design.

Privately Owned, Publicly Accessible Open Space

Although the City places a high priority on acquiring and maintaining publicly owned open space, another component of the open space system is privately owned, publicly accessible open space. This may include certain portions of development parcels which are landscaped and maintained by the property owners, but are fully accessible to the public. They often include

pedestrian and cycling connections through private development sites and they are secured on title or in Section 37 agreements as publicly accessible. All land owners in the Triangle should be encouraged to add to the area's open space network by committing portions of their land in this way.

Affordable Housing

A mix of incomes in any neighbourhood adds to the vitality, livability and health of that neighbourhood. The provision of affordable housing in the Triangle should be encouraged. The owners of 48 Abell have committed to applying for the affordable housing funding that is available from the City in September 2006 for 200 of their proposed units. However, given the number of units the City will fund (approximately 600) and the number of applications the City expects to receive, there is no guarantee that the funding will be allocated to the 48 Abell project. The only other way to secure affordable housing within the Triangle is if the City, or a non-profit housing provider, is given a site at no cost as well as funds for construction. While City policies encourage affordable housing on sites like this, they do not require it. Affordable housing provided in this way would be considered a community benefit under Section 37 of the Planning Act.

Grade related family units

One of the priorities in the Garrison Common North Secondary Plan is the provision of grade-related units that are suitable for families with children. It is important to encourage all landowners in the Triangle to include larger units, particularly at grade, that can accommodate families. This will ensure that the neighbourhood continues to serve a wide range of household types.

Land Use

Planning staff support residential uses in the Triangle. However, the residential permissions must be balanced with the other existing and appropriate uses in the Triangle including commercial and low-impact industrial uses. Planning staff are recommending that a "no-net-loss" strategy be employed in the Triangle, which means that the approximately 40,000 square metres of non-residential space that currently exists in the Triangle should be maintained or replaced. As the Triangle redevelops, each development will need to replace a portion of the non-residential space in their development. A larger share of the non-residential space could be pushed towards Queen Street, where retail and commercial space will continue at grade, and along the pedestrian mews that is proposed along the north edge of the 48 Abell building. It is expected that all developments in the Triangle will provide some non-residential space.

The permitted non-residential uses in the Triangle will include all uses that are permitted in a MCR zone in by-law 438-86, as well as some additional uses that will allow for the continuation of work that is currently being done in the Triangle. These additional uses include but are not limited to: carpenter's shop, ceramics factory, cultural and arts facility, designers studio, garment factory, performing arts studio, public art gallery, sheet metal shop, textile factory, welders shop and wholesale dyeing plant.

Height

Staff have completed many studies including 3-D modeling to determine what heights are appropriate in the WQWT area. Among the considerations when determining the appropriate heights are the low density neighbourhood to the east of the Triangle, the character of Queen Street West, the approvals at the Centre for Addiction and Mental Health (“CAMH”) site, the Ontario Municipal Board approved buildings at 1100 King Street West, and shadow impact (especially on the sidewalk on the north side of Queen Street). In general, there should be a consistent lower building edge along Queen Street, with significant setbacks at the upper levels. Taller elements should be situated closer to the rail corridor.

Staff are proposing 8 storey buildings (24 metres) along Queen Street west of Abell Street combined with setbacks at grade and significant setbacks above the 4th floor (13 metres). The entire building would be setback 2.5 metres from the property line along Queen Street to allow for wider sidewalks and streetscaping. Above the 4th floor, the building would step back up to a maximum height of 8 storeys. This low podium will respond to the low-rise character of the existing buildings on Queen Street West. Attachment 13 illustrates these heights in the Queen Street section. The mechanical penthouse would be included in the overall height permission of 24 metres.

The current zoning requires a setback above 13 metres and allows for a 16-metre tall building, with 5 more metres permitted for mechanical, for a total of 21 metres. The building envelope proposed by staff, though it provides for greater height, would maintain the setback above the 4th storey and approximately the same sunlight access (sunlight by approximately 11am at the fall equinox on the north sidewalk) as the current MCR zoning allows.

The overall height of 24 metres is also consistent with the approved heights for the CAMH site. By significantly setting back the top 4 floors they will be less visible to pedestrians as they walk along Queen Street, allow for greater sky views and relate better to the existing Queen Street streetscape. The ability to wrap the mechanical within the building is also a clear advantage.

The properties on the south side of Queen Street West between Abell Street and Fennings Street include several heritage buildings. There are currently no applications for any of these properties. Heights for these sites will be addressed by the upcoming Heritage Conservation District Study.

The buildings in the middle of the Triangle will range in heights from 12 metres (4 storeys) to 42 metres (14 storeys). Pushing these taller elements towards the rail corridor will minimize their presence on Queen Street. Each taller element will have a podium building that will relate to the local streets and give definition to the street edges and mews.

Environmental Initiatives

Planning staff believe that all development in the Triangle should be sustainable, and will encourage all the land owners to find ways to achieve this goal. Green roofs, car sharing programs, re-use of existing buildings, energy and water use reduction initiatives, and promotion of non-automobile use will be encouraged.

Proximity to the Canadian National (CN) railway corridor

The location of the Triangle, immediately adjacent to the CN railway corridor does have implications on the development within the Triangle. CN policies stipulate that no residential development should occur within 30 metres of the CN property line and there needs to be a crash wall/acoustical wall and a berm to ensure safety. CN has agreed to reduce the 30 metres distance to 25 metres provided other safety, noise and vibration measures are increased. In response to this policy the City is proposing to extend Sudbury Street along the rail corridor, thereby pushing the residential development an adequate distance from the railway and maximizing the use of this setback.

Section 37

Zoning by-laws, pursuant to Section 37 of the *Planning Act*, may be enacted to permit more height and/or density than is otherwise permitted in return for the provision of community benefits in the form of facilities, services or matters. Development involving increases in height and/or density must constitute good planning and be consistent with the objectives and development policies of this Plan.

Section 37 community benefits are capital facilities and/or cash contributions toward specified capital facilities, above and beyond those that would otherwise be provided under the provisions of the *Planning Act* or *Development Charges Act*. Section 37 community benefits will be selected on the basis of community needs, the nature of the development application, any implementation guidelines or plans adopted by Council and the strategic objectives and policies of the Secondary Plan and the Official Plan. Priority will be given to on-site or local community benefits.

The Section 37 benefits for development within the WQWT that are being considered are:

- funds towards the acquisition of parkland, over the 5% required under the Planning Act;
- funds for park construction;
- retrofit of the Carnegie Library for use as a performing arts hub;
- relocation of the public health offices (current tenants of the Carnegie Library);
- contribution to a visual arts hub within, or close to, the Triangle;
- a large community meeting space;
- affordable housing; and
- affordable studio space for the arts industry.

As noted earlier, significant residential development is expected in an area that is already park deficient. Additional funds toward parkland acquisition above the 5% required under the Planning Act, combined with funds from the City's parkland acquisition reserve fund, will help to meet the existing and future parkland needs of residents and workers in the WQWT and surrounding area.

The 5% cash-in-lieu required under the Planning Act is intended for land acquisition. Funds will also be required to construct the park.

A performing arts hub is desired in the Triangle to replace the two existing theatres and additional performance and rehearsal spaces which, it is anticipated, will be redeveloped in coming years. The City owns the Carnegie Library building at 1115 Queen Street West. This building, with its 20 foot ceilings, is currently underutilized and is strategically located to serve as a community focal point and hub for the performing arts community. Some investment into the Carnegie Library will be required, both to preserve the heritage aspects of the building and to optimize the use of the space as a hub for the performing arts.

The Carnegie Library, located at 1115 Queen Street West, is under the jurisdiction of Toronto Public Health (TPH) and the building contains approximately 860 square metres of usable space. TPH has occupied the building for over forty years and provides the Parkdale area residents with a number of nutritional, health and child health programs. Although TPH continues to be satisfied with this facility, TPH would be willing to relocate to alternative City-owned space within its service area (south of Bloor Street between Bathurst and Dufferin Streets) as long as operating costs remain at or below current levels and funding is provided to cover all relocation costs - movers, leasehold improvements and IT and telephone installation. Facilities and Real Estate staff have advised that at this time there is no alternative City-owned space available in the TPH catchment area.

Visual arts hubs are also being sought, within or close to the Triangle, to replace the network of existing workshops, studios and exhibit spaces which, it is anticipated, will disappear as the area is redeveloped. Workshops and studios in close proximity to one another, along with exhibit spaces, create a framework within which a high-degree of industry interaction spawns creative innovations.

Both the performing arts hub and the visual arts hub would serve to maintain this area's distinctive character, uses and employment base and further the City's culture and employment objectives.

The survey of community facilities indicates that there is a need for large meeting rooms in the area. The need for public assembly and community service programming space could readily be accommodated within a larger cultural facility. It may be possible to co-locate a large meeting room with either the performing arts hub and/or the Public Health offices to meet the needs of the community for large gatherings while meeting the needs these other bodies may have for large seminar or rehearsal spaces. The opportunity to achieve both public objectives in a cost-effective manner should be further explored and pursued.

Historically, housing costs in this area of the City have been moderate. As redevelopment occurs, recent increases in housing prices and rents are likely to accelerate, pricing many residents out of the area. Affordable housing beyond that which may be funded through the City's request for proposals in September 2006 would be considered a community benefit.

Historically, costs for studio space, including light industrial space, in this area of the City have also been moderate. Relatively low rents for raw, unfinished spaces in close proximity to the downtown, and the critical mass of arts-related production, performance and exhibit facilities have created a successful incubator for Toronto's creative industries. As redevelopment occurs

within the Triangle, most of these light industrial spaces will be redeveloped and the successful cluster of art-related uses and employment will be dislocated. In addition to the proposed performing arts and visual arts hubs, affordable studio space for the creative industry will be considered a community benefit.

Conclusions:

This report has outlined the heritage, cultural and community facility resources that exist in the Triangle, as well as the uses, built form, road network, Section 37 priorities, park locations, and environmental initiatives that need to be implemented to ensure that the Triangle is developed in an appropriate manner. Staff from Economic Development, Parks and Culture have contributed significantly to the review process and to this report. Staff have completed the review of the WQWT area and are recommending that the Zoning By-law and Official Plan be amended to implement the directions outlined in this report.

Contact

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Email:ehug@toronto.ca

Gary Wright
Director, Community Planning, Toronto and East York District
City Planning Division

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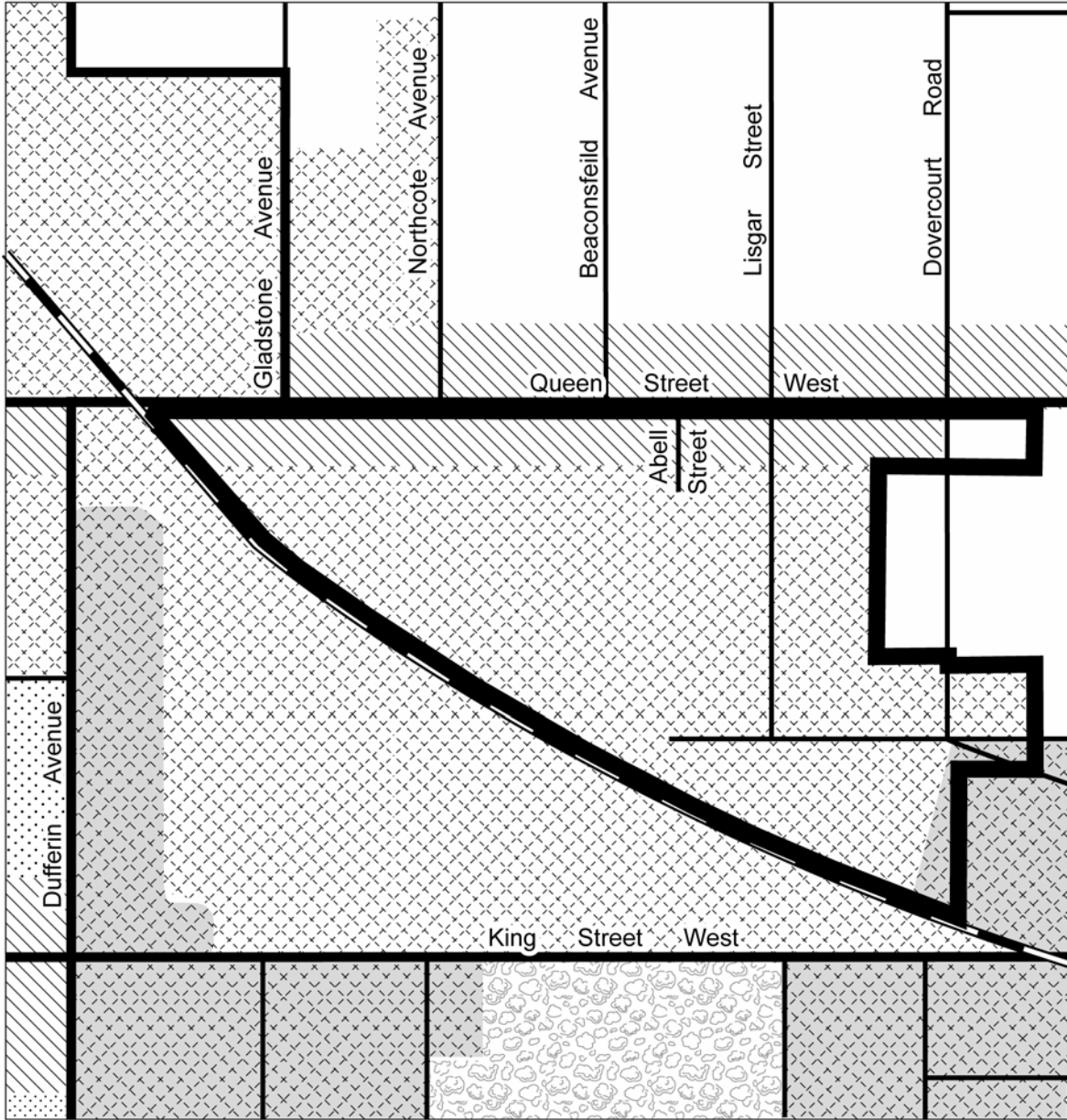
List of Attachments:

- Attachment 1: Summary of planning applications and public pre-applications in the West Queen West Triangle Area
- Attachment 2: In-force Official Plan Part I Map
- Attachment 3: In-force Garrison Common North Part II Plan Map
- Attachment 4: Summary of the policies of the in-force Official Plan pertaining to the WQWT Area
- Attachment 5: New Official Plan Map
- Attachment 6: New Garrison North Secondary Plan Map
- Attachment 7: Summary of the policies of the New Official Plan pertaining to the WQWT Area
- Attachment 8a: Zoning Map (Uses and densities)
- Attachment 8b: Zoning Map (Heights)
- Attachment 9: Community Services and Facilities Map
- Attachment 10: Listed and Designated Heritage Properties
- Attachment 11: Sudbury Street Cross-Section
- Attachment 12: Proposed Park Locations Map
- Attachment 13: Queen Street Cross-Section
- Attachment 14: Urban Structure Map
- Attachment 15: 3-D Rendering of Proposed Massing (view from northeast)
- Attachment 16: 3-D Rendering of Proposed Massing (view from southwest)

**Attachment 1:
Summary of planning applications and public pre-applications
in the West Queen West Triangle Area**

Applications	General Description of the proposed development	Site Area	Res'l Units	Non-res. Space	Heights
1171 and 1171R Queen St. W.	Two buildings: A mixed-use building with commercial uses at grade and residential uses above on Queen Street West and a highrise residential condominium building and landscaped open space to the south	0.62 ha	345	929 m ² of retail space	Building 1: Up to 9 storeys fronting onto Queen Street West Building 2: up to 19 storeys (plus mechanical penthouse) on the southern portion of the lot
48 Abell Street and 1199 Queen Street West	Two buildings: a high-rise affordable housing building and a high-rise condominium building including gallery/café and a parking lot	1.24 ha	550	557 m ² of space	Building 1: Up to 19 storeys (stepping up from 8 storeys) Building 2: Up to 19 storeys (stepping up from 9 storeys)
150 Sudbury Street	Two mid-rise residential buildings	1.0 ha	414	none	Building 1: a terraced building, stepping from 3 to 9 storeys (plus mechanical penthouse) Building 2: a terraced building, stepping from 3 to 13 storeys (plus mechanical penthouse)
45 Lisgar Street	Two rental residential buildings (one mid-rise and one high-rise)	0.47 ha	368	none	Building 1: a 9 storey mid-rise building Building 2: an 18 storey building (plus mechanical penthouse)
Pre-applications (public)	General Description of the Proposed Development	Site Area	Dwell ing Units	Non-res. Space	Heights
1153 Queen Street West	Addition to existing mixed use building for mid-rise mixed use building, including retail, offices, a museum and live-work units	0.25 ha	No data	No data	A terraced mid-rise building, rising from approximately 18 metres to 30 metres
40 Dovercourt Road	Mid-rise mixed use building, including residential, commercial and live/work units	0.19 ha	No data	No data	A terraced mid-rise building (Heights not specified)

Attachment 2: In-force Official Plan Part I Map



West Queen West Study

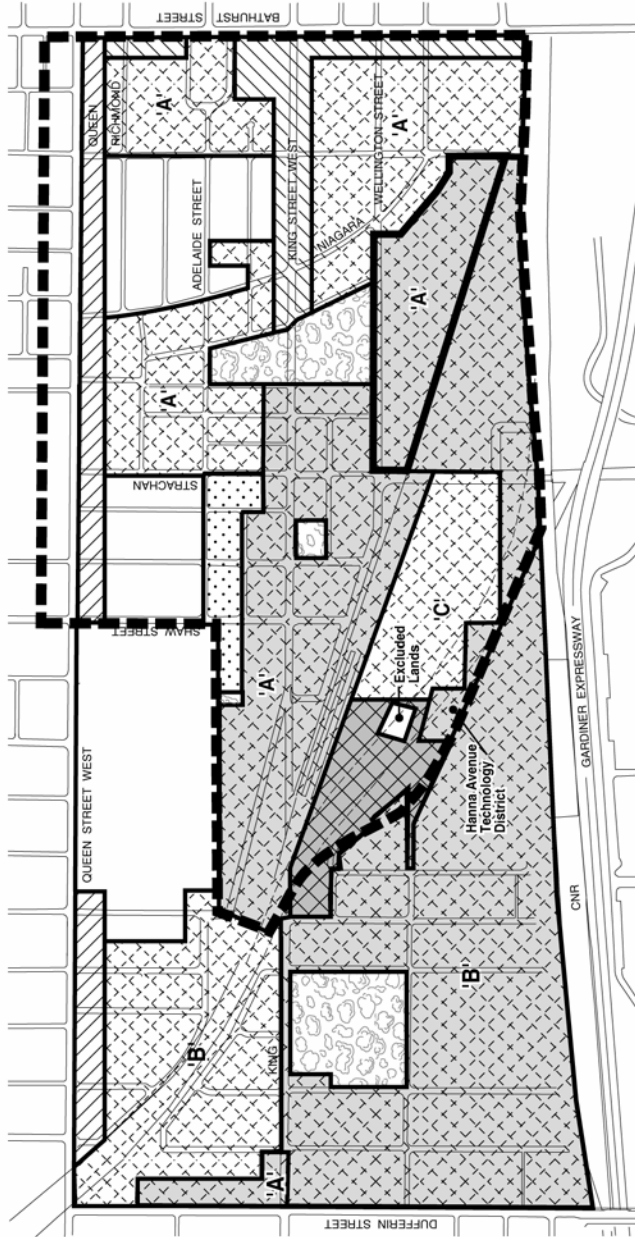
In - Force Official Plan of West Queen West Triangle Area

File # 05_199764

- | | | |
|--------------------------------|--|-------------------|
| Site | High Density Residence Areas | General Use Areas |
| Low Density Residence Areas | Low Density Mixed Commercial-Residential Areas | Open Space |
| Medium Density Residence Areas | Mixed Residential-Industrial Areas | |

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Not to Scale
05/23/06

Attachment 3: In-force Garrison Common North Part II Plan Map



- | | | | |
|--|---|--|--|
| | Area Referred to in Section 3.19 | | Mixed Industrial-Residential Area 'A', 'B' and 'C' |
| | Low Density Residential Area | | Mixed Industrial-Commercial Area 'A' |
| | Medium Density Residence Area | | General Use Area 'A' and 'B' |
| | Low Density Mixed Commercial-Residential Areas | | Open Space |
| | Medium Density Mixed Commercial-Residential Areas | | Boundary of Community Improvement Plan |

Toronto City Planning Division
19.10 Garrison Common North Part II Plan
 Not to Scale 05/23/06
 Community Improvement Plan - Map A

West Queen West Study
 File # 05_199764

**Attachment 4:
Summary of the policies of the in-force Official Plan pertaining to the WQWT Area**

The in-force Official Plan designates the lands as:

- Low Density Mixed Commercial-Residential Area along Queen Street West; and
- Mixed Industrial-Residential Area on the remainder of the lands stretching south to the railway corridor.

The Plan also identifies this section of Queen Street West as subject to the Plan's Main Streets policies.

Low Density Mixed Commercial-Residential and Main Streets contain a mix of commercial, residential and institutional uses in low-rise form, generally within the range of 3 to 5 storeys. The Plan permits Council to pass by-laws allowing buildings with a maximum total gross floor area of 3.0 times the area of the lot.

Mixed Industrial-Residential Areas allow a wide range of residential uses, community services and facilities, street-related retail and service uses, and those industrial uses which are environmentally compatible with adjacent and neighbouring uses. Council may pass by-laws to permit industrial buildings containing environmentally compatible uses with gross floor areas up to 3.0 times the area of the lot and buildings containing only residential uses with gross floor areas up to 2.0 times the area of the lot.

Notwithstanding the above, Council may establish lower maximum densities for Mixed Industrial-Residential Areas on the basis of an appropriate study which has considered area specific objectives for uses, urban design, built form and density.

The in-force Official Plan states that Council should work with the private sector to ensure coordinated public and private investment in the Garrison Common North Area to:

- better integrate this area into the urban fabric;
- improve its environmental conditions and transportation services; and
- promote the realization of the objectives of this Plan, particularly with respect to housing, economic development, cultural and heritage resources, parks and open space and community facilities.

Council may:

- use comprehensive and area-based planning and urban design studies to achieve these objectives;
- undertake and/or participate in capital works projects consistent with the objectives of the plan, in order to assist in the implementation of the studies referred to above; and
- acquire land and/or buildings and improvement of land and/or buildings under City ownership in order to assist in:
 - the creation of a comprehensive parks system and other connections to the waterfront;

- enhancement of heritage resources;
- the provision of community services; and
- the realization of opportunities for economic development.

The Garrison Common North Part II Plan provides more detailed policies for the area which prevail over the city-wide Official Plan policies. The Part II Plan identifies the lands as:

- Low Density Mixed Commercial-Residential Area with permission to pass by-laws for densities of up to 3.0 times the area of the lot for mixed use buildings, provided that residential densities do not exceed 2.5 times the area of the lot and commercial densities do not exceed 1.5 times the area of the lot; and
- Mixed Industrial-Residential Area 'B', re-iterating the in-force Official Plan's permission to pass by-laws for densities of up to 3.0 times the area of the lot for mixed-use buildings of which residential densities are to constitute a density of no more than 2.0 times the area of the lot.

The in-force Garrison Common North Part II Plan sets out the following principles for development. The Part II Plan states that development should:

- (a) integrate the area into the rest of the City by developing the lands so that they relate to the established city fabric in terms of streets and blocks, uses and density patterns;
- (b) complete the open space system by enhancing and completing the existing north-south public open space system, providing both visual and physical connections to Fort York and the waterfront;
- (c) introduce a variety of land uses and densities and provide a range of housing types in terms of built form, affordability and tenure;
- (d) provide adequate community services and facilities;
- (e) be sensitive to and protect industrial operations and areas; and
- (f) provide a high level of environmental quality.”

The in-force Garrison Common North Part II Plan also encourages a high quality of urban design as it relates to structure, form and physical amenity, including:

- buildings which define the edges of streets and open spaces, animating their edges and minimizing wind and shadow impacts on them;
- heights and massing which are compatible with adjacent buildings and streets;
- grade-related units suitable for families with children;
- shared servicing and open space within development blocks; and
- enhancing ground level conditions for pedestrians.

Map A of the Garrison Common North Part II Plan identifies which streets should be extended as the area redevelops. Several of these streets go through or are adjacent to sites which are the subject of current planning applications. The street extensions proposed by the Plan are:

- the extension of Sudbury Street along the southern boundary of 'Area 2' up to the intersection of Queen Street West and Gladstone Avenue;
- the extension of Northcote Street southward to intersect with the extension of Sudbury Street; and
- the extension of Abell Street southward to intersect with the extension of Sudbury Street.

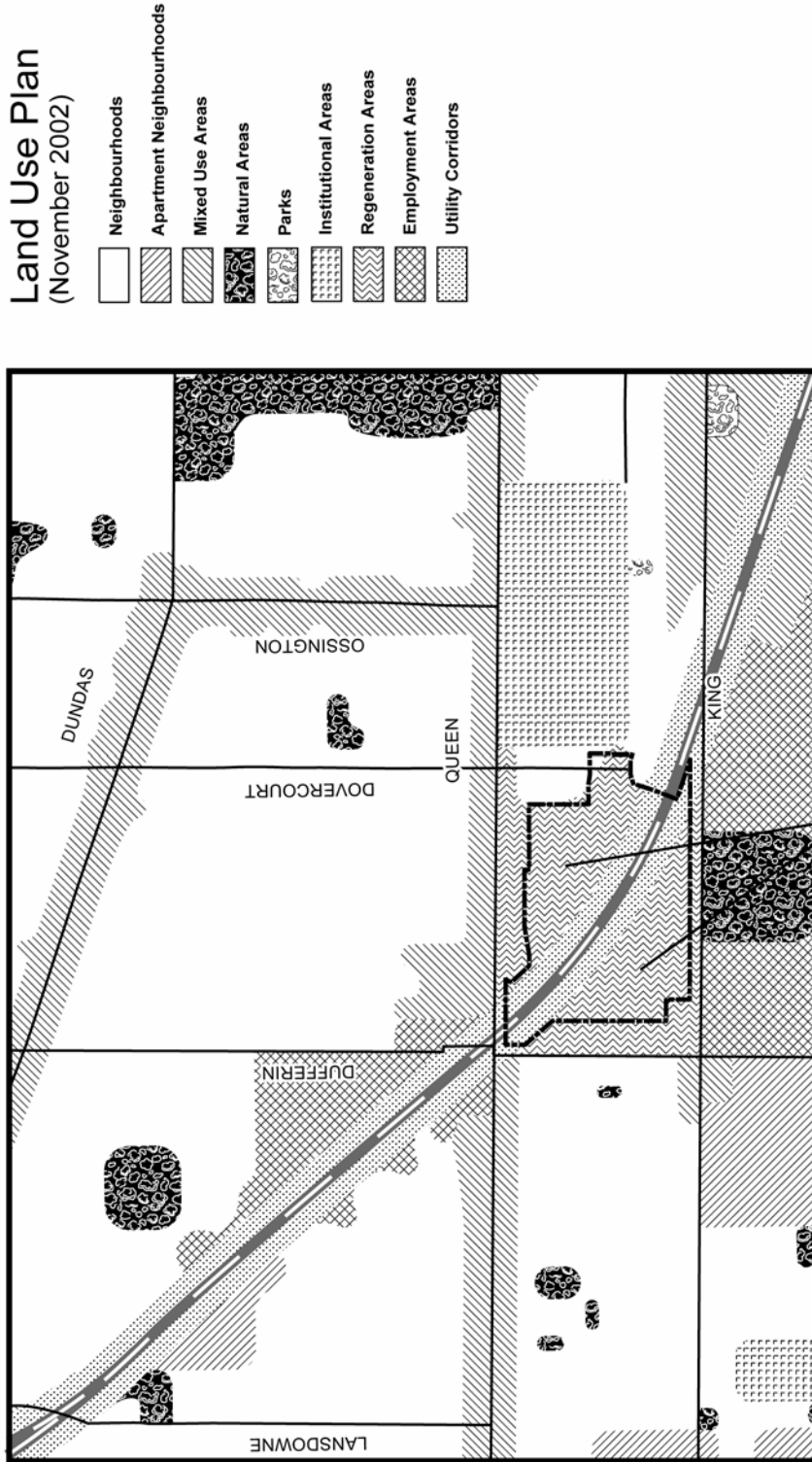
In addition, the Part II Plan states that when considering a rezoning, Council shall have regard for:

- the advisability of retaining existing industrial buildings or uses in terms of the retention of industrial jobs;
- the retention of industrial buildings in good structural condition or which may have architectural or historical merit; and
- the extent to which a change in use would adversely affect the continued compatibility of neighbouring uses, particularly in those areas where identifiable pockets of a consistent use exist.

The Garrison Common North Part II Plan policies require Council to consider additional matters as they relate to large redevelopment sites (> 1 hectare). Council shall ensure:

- (a) that block size and orientation are similar to those of the surrounding neighbourhoods;
- (b) that new streets are extensions of the existing street grid and align with the existing streets, where possible, allowing for street-oriented development;
- (c) that north-south views are preserved, enhanced or, where possible, created through physical connections to the surrounding neighbourhoods and the waterfront, in the form of streets, view corridors, pedestrian connections and open spaces;
- (d) that consideration is given to utilizing the required safety setback from the rail corridors as open space or roadway or both, particularly in residential areas;
- (e) [not applicable]
- (f) that, in developing the street network, it has particular regard to the separation of industrial traffic routes from local residential traffic routes;
- (g) that access for servicing and parking for any development is from rear lanes, rather than from streets, and that the existing lane system is improved and new lanes introduced where appropriate;
- (h) that a high standard of residential amenity is provided on local streets, through efforts directed at alleviating the problems of excessive speed and through traffic calming and improving pedestrian and cyclist safety; and
- (i) that existing streetscapes and public and private pedestrian walkways are improved through such means as tree planting, improved lighting and the provision of street furniture giving particular attention to pedestrian intensive areas such as Queen Street West.

Attachment 5: New Official Plan Map

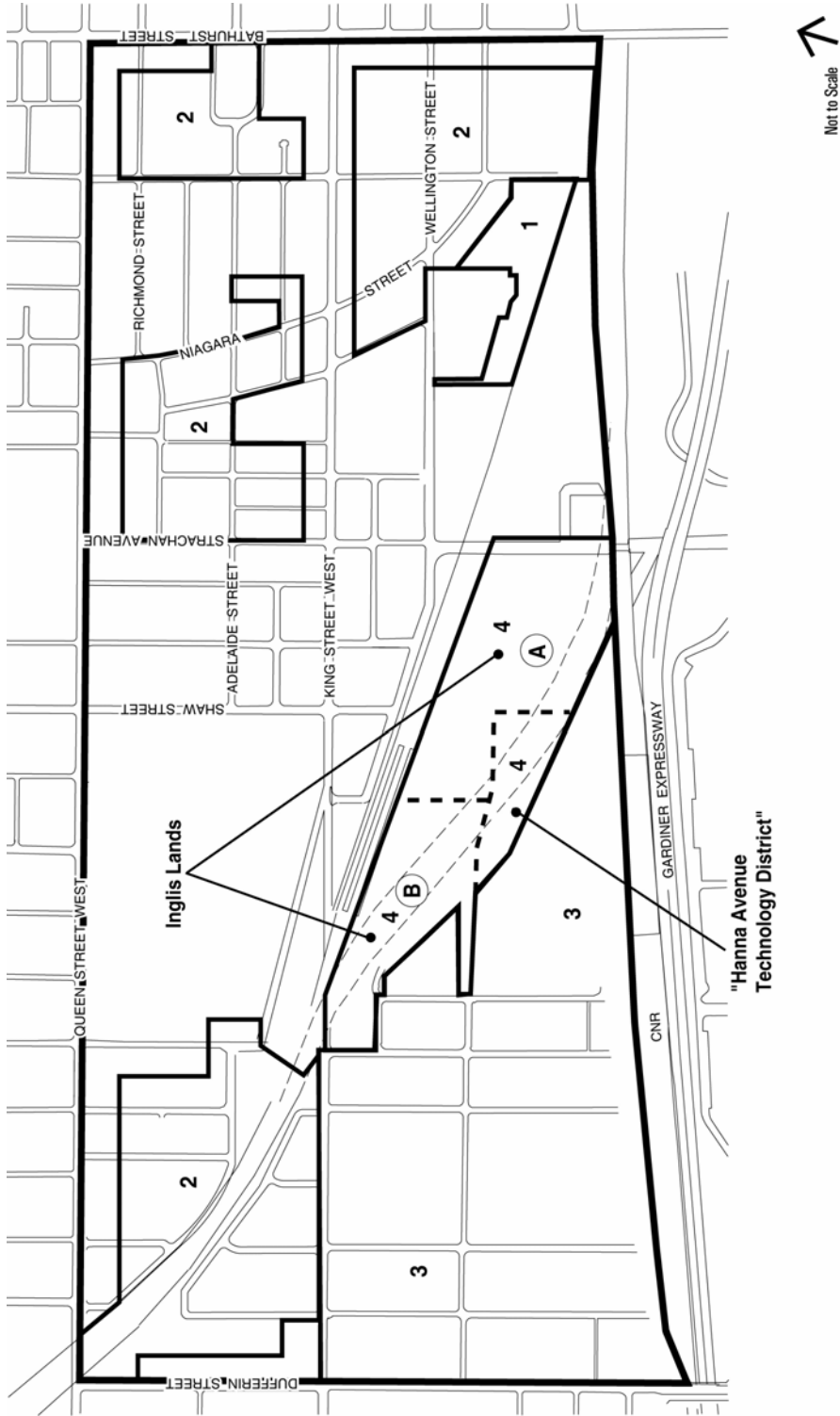


West Queen West Study

Toronto City Planning Division
Official Plan Extract of West Queen West Triangle Area

Not to Scale
05/23/06

Attachment 6: New Garrison North Secondary Plan Map



Garrison Common North Secondary Plan

MAP 14-1 Site and Area Specific Policies

- Secondary Plan Boundary
- Site and Area Specific Policies

November 2002

**Attachment 7:
Summary of the policies of the New Official Plan pertaining to the WQWT Area**

At its meeting of November 26, 2002, City Council adopted the new Official Plan for the City of Toronto. The Minister of Municipal Affairs and Housing approved the new Official Plan, in part, with modifications. The hearing commenced on June 13, 2005 and will continue on June 5, 2006. It is anticipated that most sections of the Toronto Official Plan may be brought into effect by the Board shortly thereafter.

On the new Plan's Map 2: Urban Structure, the lands along the south side of Queen Street are identified as Avenues and the lands between the Avenue and the railway corridor are identified as Employment Districts.

Avenues are "important corridors along major streets where reurbanization can create new housing and jobs while improving the pedestrian environment, the look of the street, shopping opportunities and transit service for community residents", according to Section 2.2.3 of the Plan.

This Employment District has been deleted from Map 2 by a modification by the Minister of Municipal Affairs and Housing.

The new Official Plan for the City of Toronto designates the WQWT Area as a Regeneration Area, requiring the Secondary Plan to address:

- urban design guidelines;
- a greening strategy for tree planting, improvements to parks and the acquisition of new parks and open spaces;
- streetscape, park and open space improvements;
- the need for new community services and facilities;
- a heritage strategy identifying important heritage resources and ensuring new buildings are compatible with adjacent heritage buildings;
- environmental policies regarding contaminated lands; and
- transportation policies that encourage transit, walking and cycling over use of the private automobile.

The Plan includes a requirement that development in Regeneration Areas proceed according to a secondary plan process, including the requirement for an area study as outlined above. Section 4.7 Regeneration Areas states that these areas will provide for a broad mix of commercial, residential, light industrial, parks and open space, institutional, live/work and utility uses in an urban form to:

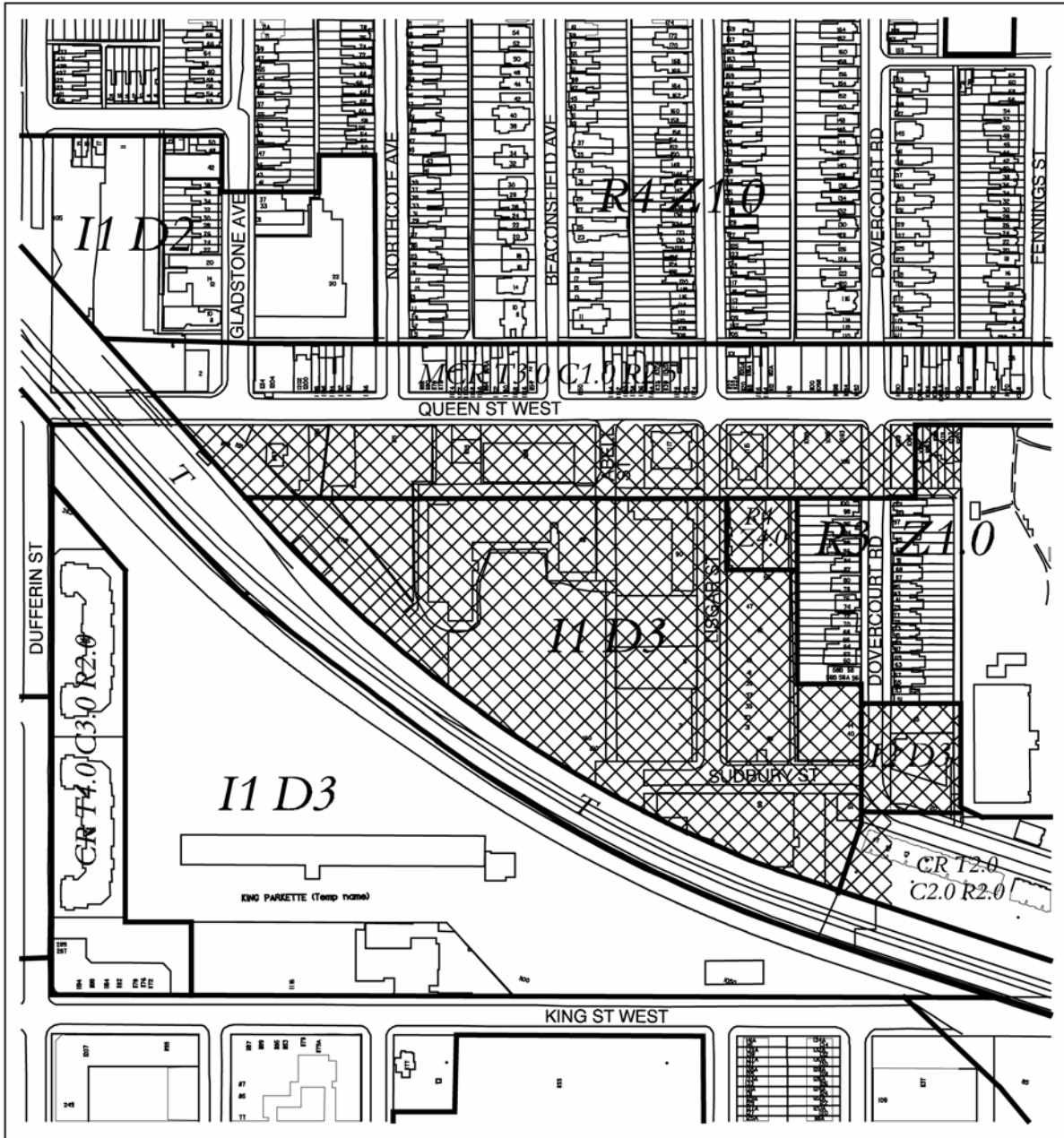
- revitalize areas of the City that are largely vacant or underused;
- create new jobs and homes that use existing infrastructure;
- restore, re-use and retain existing buildings that are economically adaptable for re-use, particularly heritage buildings and structures;

- achieve streetscape improvements and the extension of the open space network; and
- promote the environmental clean-up and re-use of contaminated lands.

The New Garrison Common North Secondary Plan re-iterates many of the objectives outlined in the in- force Garrison Common North Part II Plan. Map 14-1 in the Secondary Plan re-iterates the planned street extensions outlined in the in-force Garrison Common North Part II Plan.

The new Garrison Common North Secondary Plan identifies most of the WQWT Area as part of 'Area 2' and requires an area study to precede significant development which addresses all the issues listed in the New Official Plan

Attachment 8a:
Zoning Map (Uses and densities)



TORONTO City Planning
Division
Existing Zoning

West Queen West Study

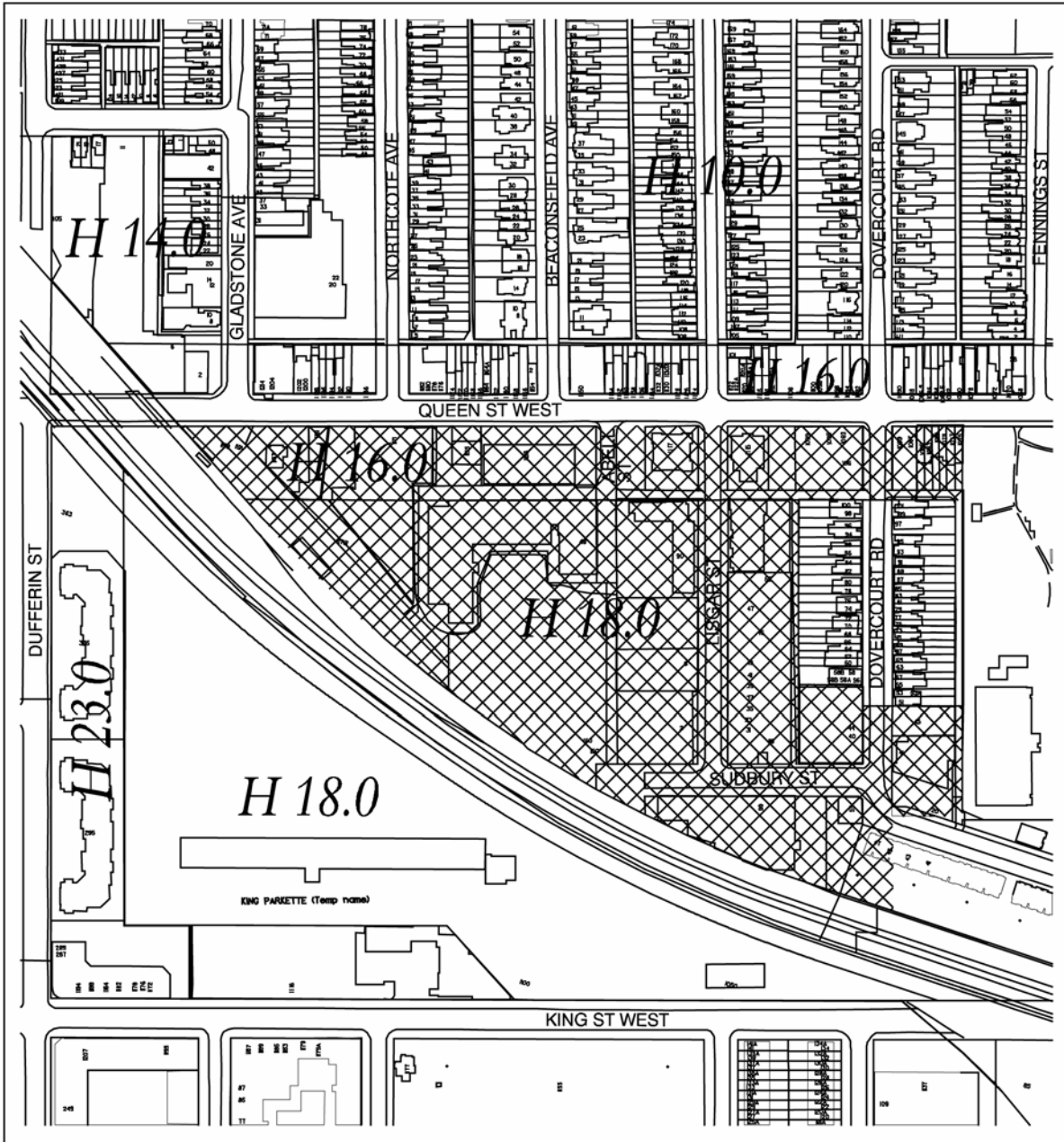
File # 05_199764

- R3 Residential District
- R4 Residential District
- CR Mixed-Use District
- MCR Mixed-Use District
- I1 Industrial District

Not to Scale
Zoning By-law 438-86 as amended
Extracted 05/23/06 - DR



Attachment 8b: Zoning Map (Heights)



TORONTO City Planning
Division
Existing Height

West Queen West Study

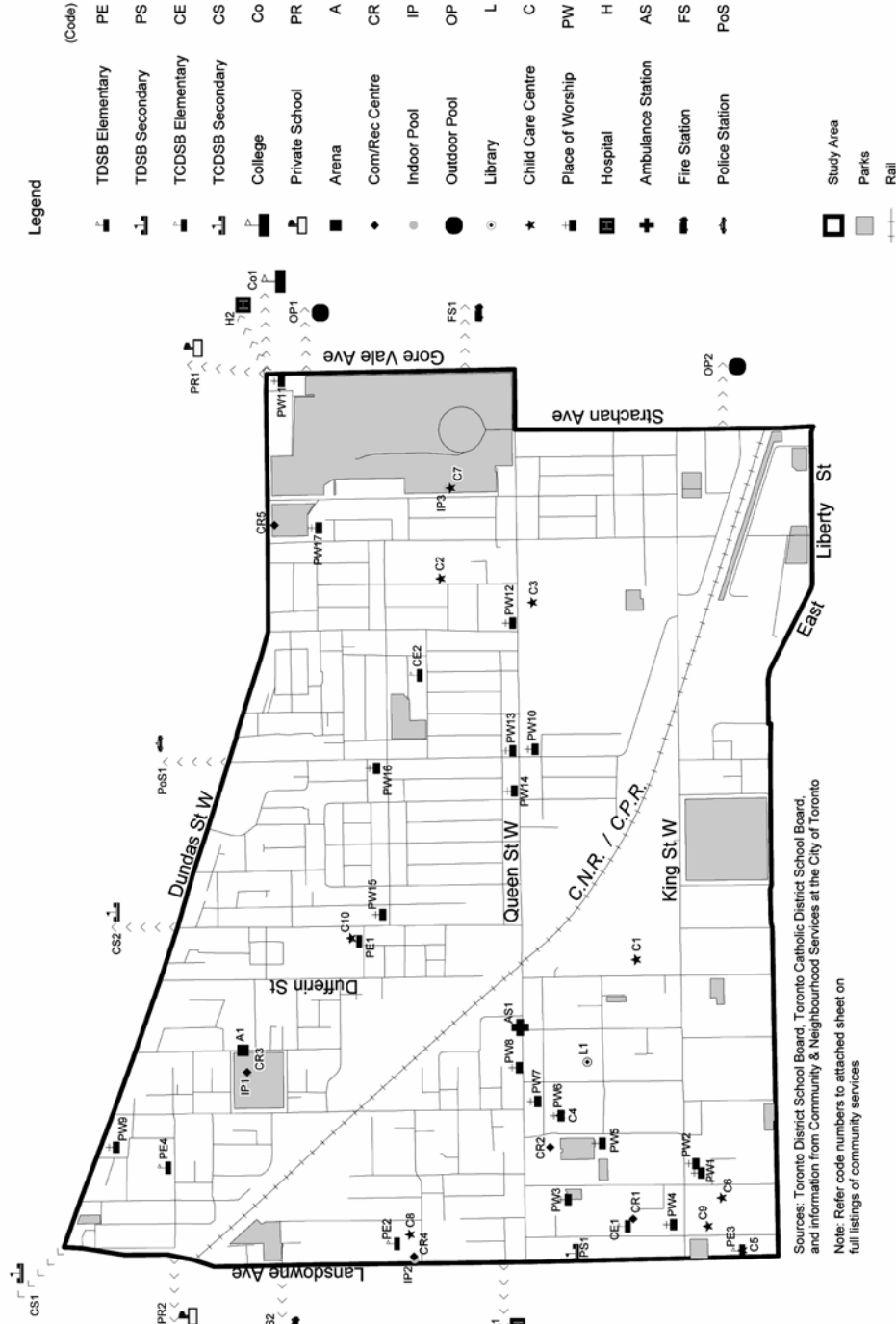
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H 18.0 Height in Metres



Not to Scale
Zoning By-law 438-86 as amended
Extracted 05/23/06 - DR

Attachment 9: Community Services and Facilities Map



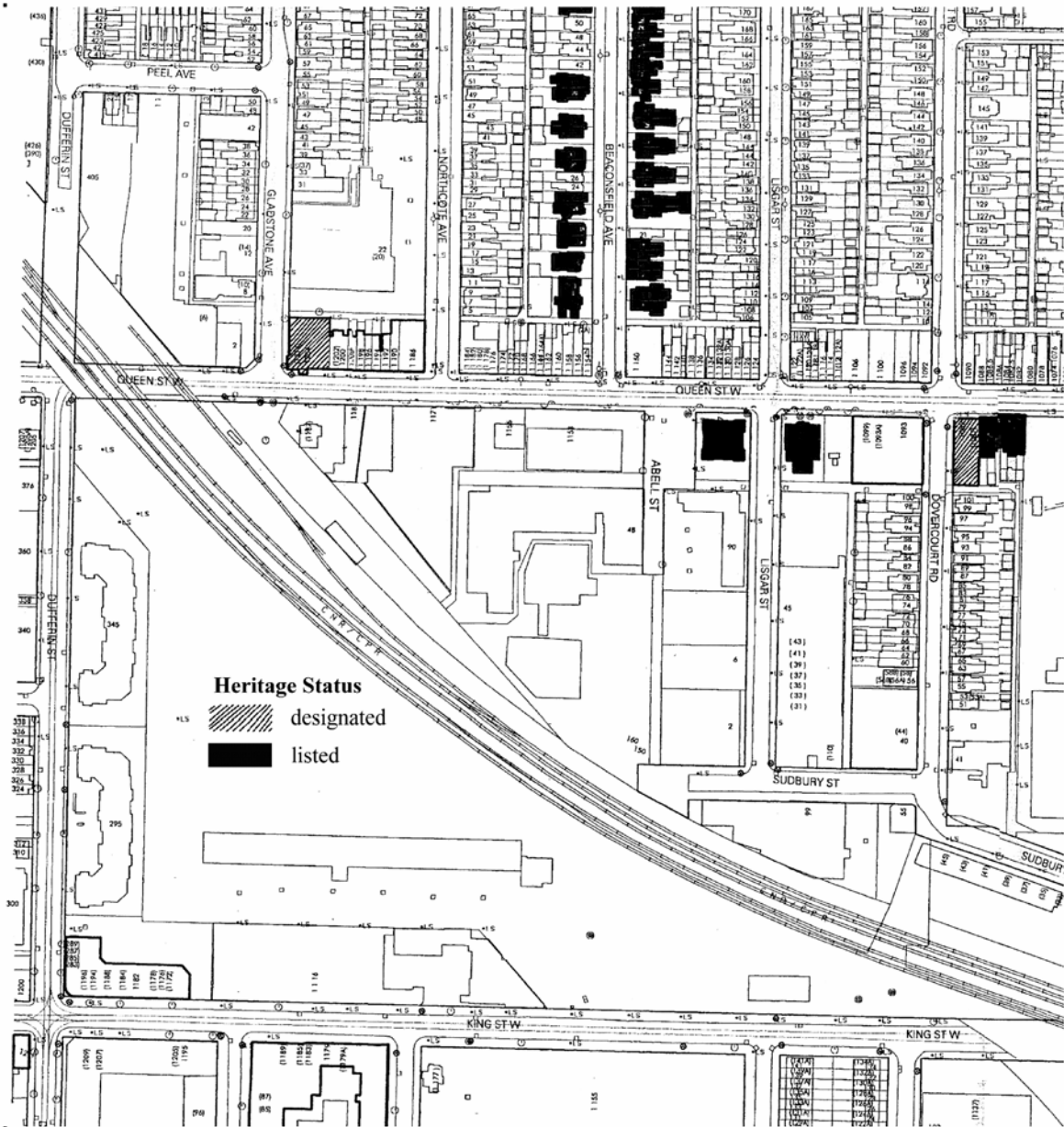
West Queen West Study

Community Services and Facilities in the
West Queen West Triangle Area

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05/23/06

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Attachment 10: Listed and Designated Heritage Properties



Heritage - Listed & Designated Buildings
in the area of The West Queen West Triangle

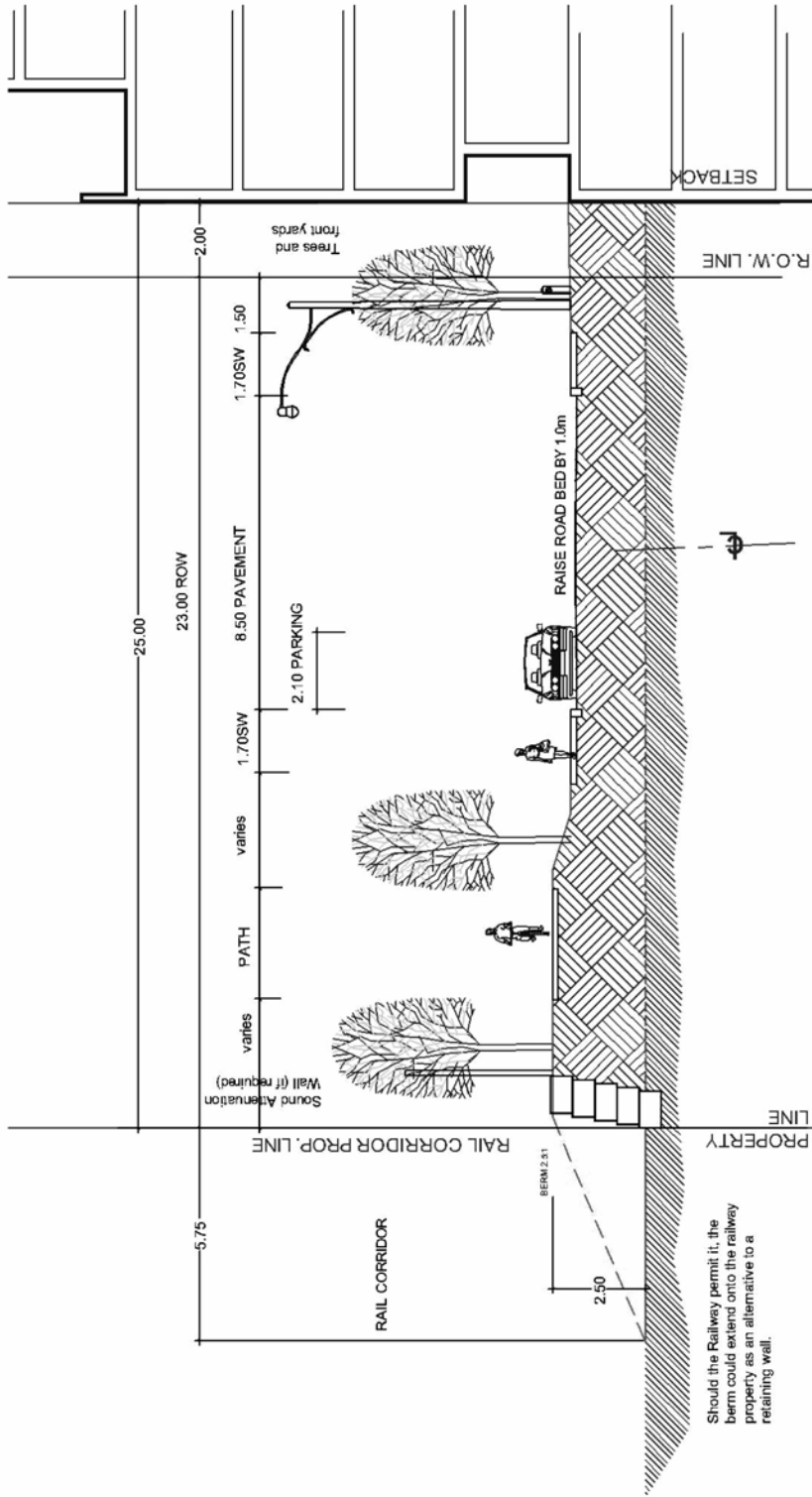
West Queen West Study

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Attachment 11: Sudbury Street Cross-Section

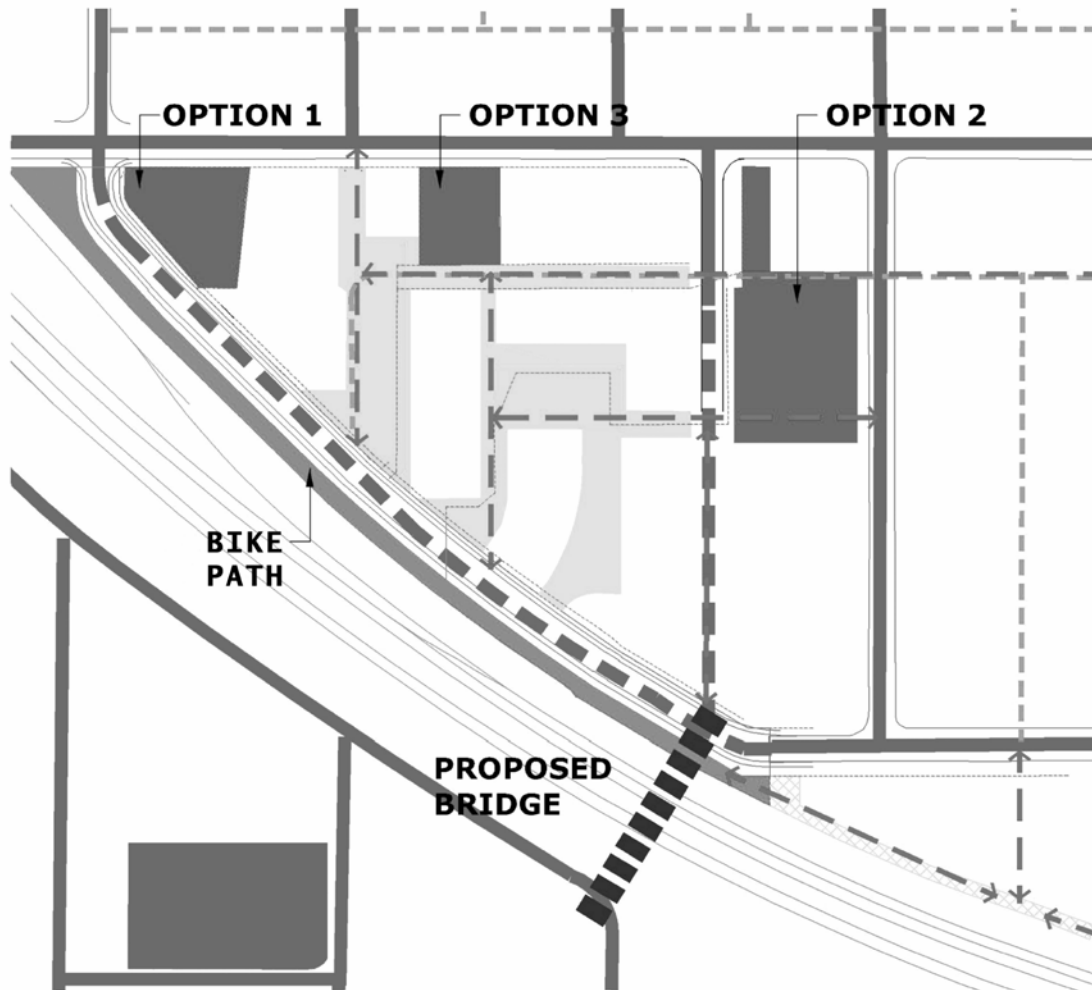


Proposed Sudbury Street Extension (Section along Rail Corridor) West Queen West Study

Not to Scale
05/23/06

File # 05_199764

Attachment 12: Proposed Park Locations Map



- Option 1: Plaza Site
- Option 2: Lisgar Street Site
- Option 3: Carwash Site

- Street Extensions
- ← → Pedestrian & Bicycle Connections
- Parkland
- Landscaped Open Space

Potential Public Park locations

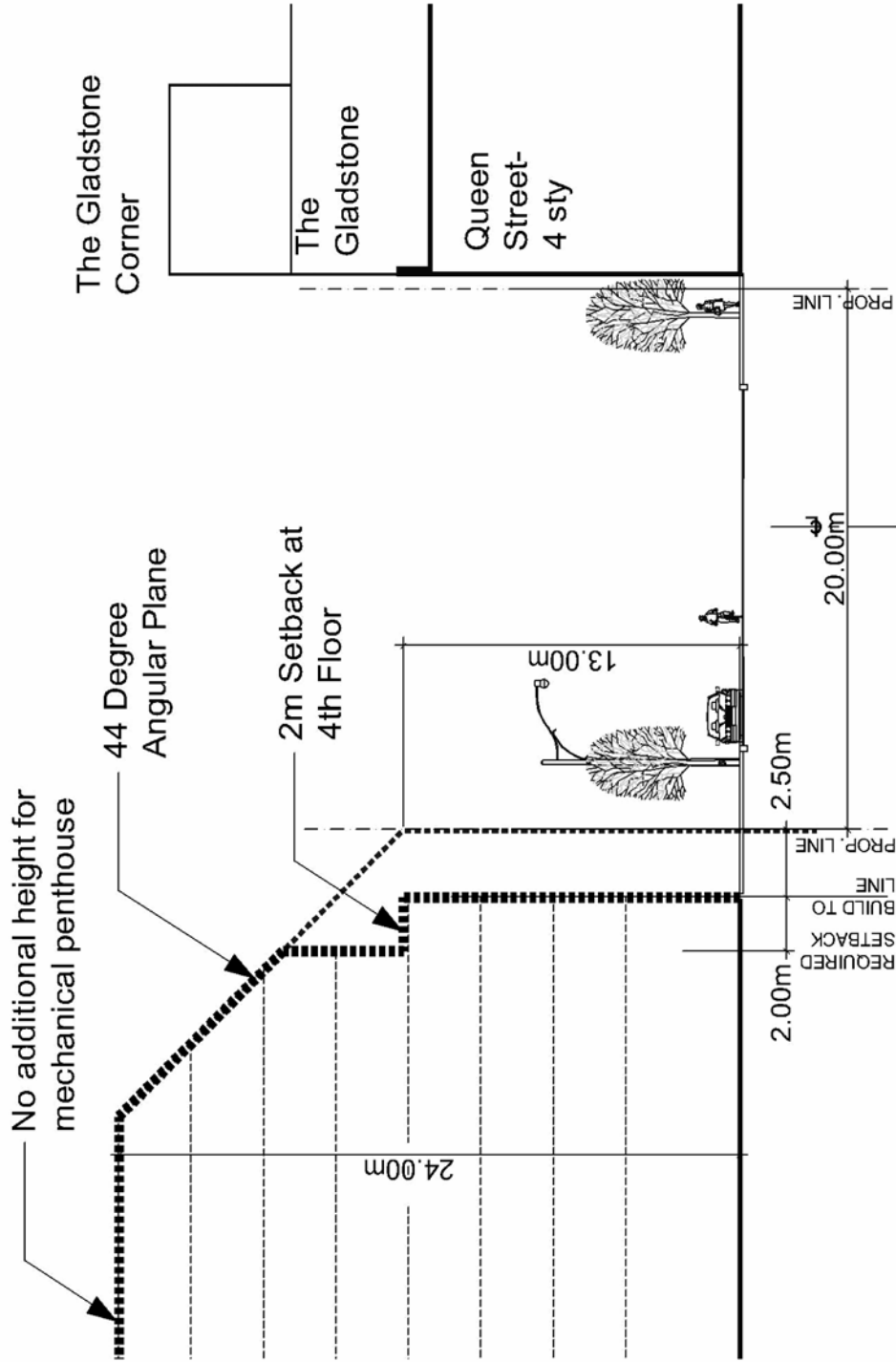
West Queen West Study

Not to Scale
05/23/06



File # 05_199764

Attachment 13: Queen Street Cross-Section



The Gladstone
Corner

The
Gladstone

Queen
Street-
4 sty

No additional height for
mechanical penthouse

44 Degree
Angular Plane

2m Setback at
4th Floor

24.00m

13.00m

2.00m

2.50m

REQUIRED
SETBACK
BUILD TO
PROP. LINE

20.00m

PROP. LINE

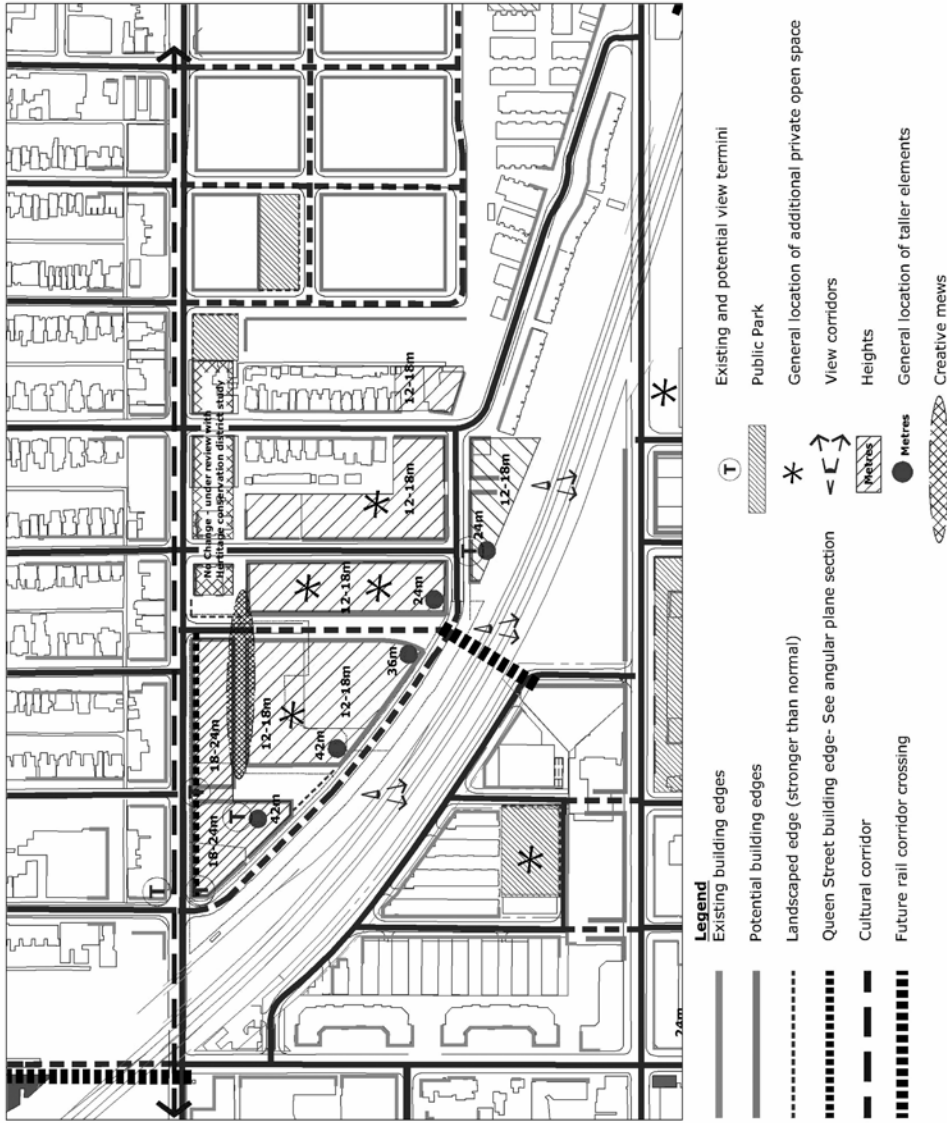
Proposed Queen Street Section

West Queen West Study

Not to Scale
05/23/06

File # 05_199764

Attachment 14: Urban Structure Map



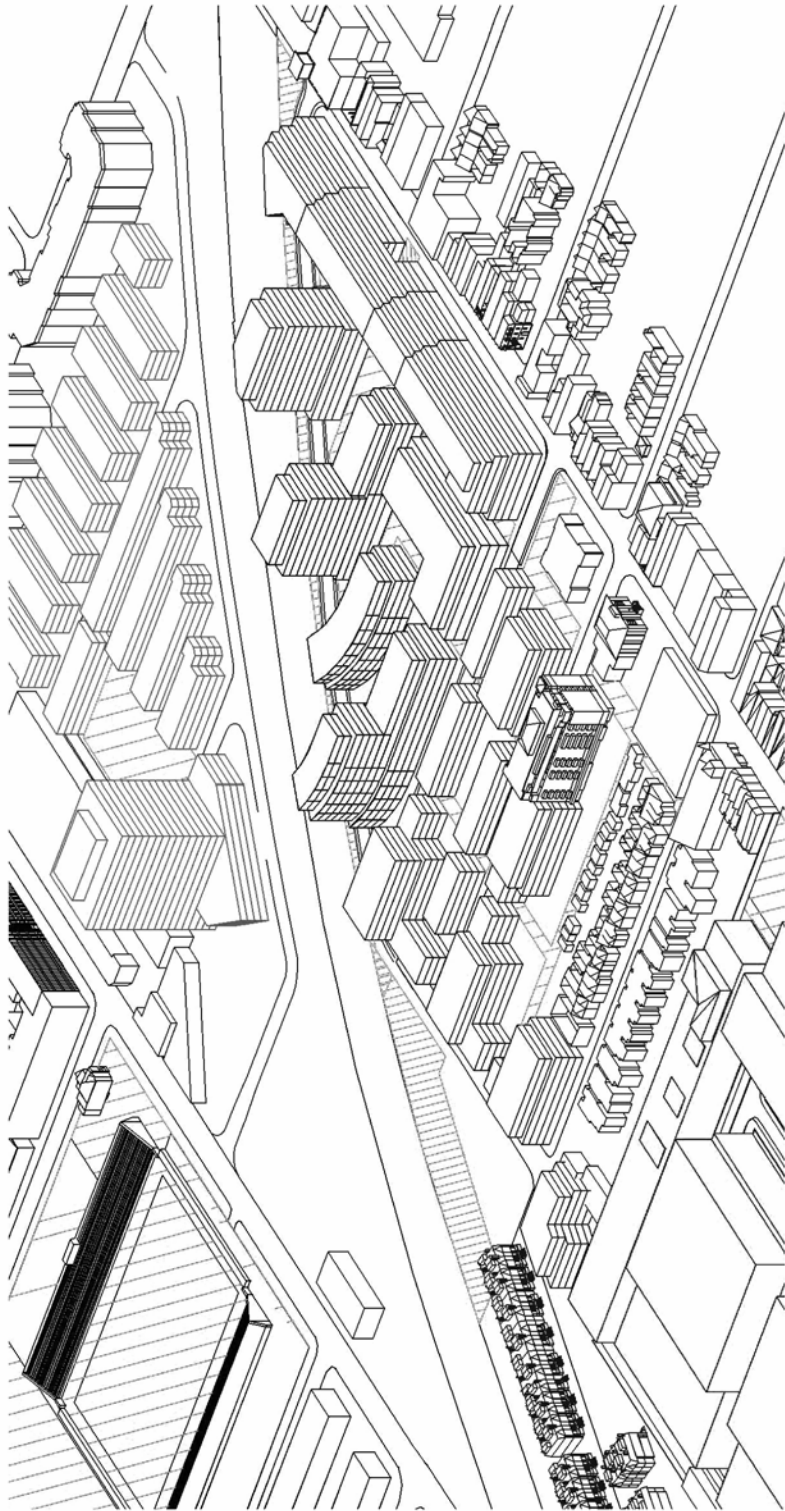
Urban Structure

West Queen West Study

Not to Scale
05/23/06

File # 05_199764

**Attachment 15:
3-D Rendering of Proposed Massing (view from northeast)**



West Queen West Study

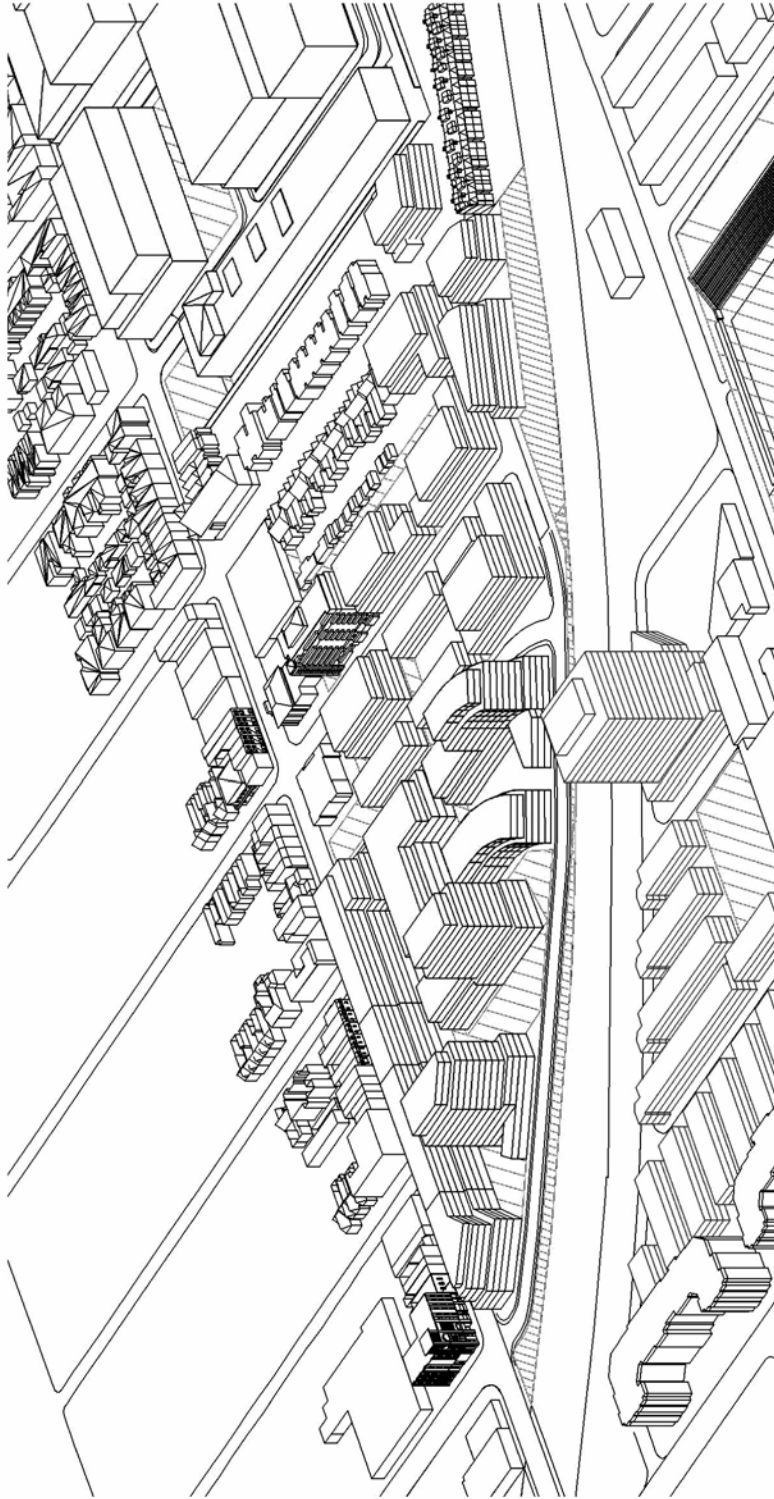
Massing Diagram

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05/23/06



**Attachment 16:
3-D Rendering of Proposed Massing (view from southwest)**



West Queen West Study

File # 05_199764

Massing Diagram

Not to Scale
05/23/06



Consolidated Clause in Toronto and East York Community Council Report 6, which was considered by City Council on July 25, 26 and 27, 2006.

9

**Request for Direction Report - Official Plan Amendment
and Rezoning Application - 150 Sudbury Street
(Ward 18 - Davenport)**

City Council on July 25, 26 and 27, 2006, adopted this Clause without amendment.

The Toronto and East York Community Council recommends that City Council adopt the staff recommendations in the Recommendations Section of the report (June 26, 2006) from the Director, Community Planning, Toronto and East York District:

Purpose:

To request direction from Council regarding the pending Ontario Municipal Board hearing regarding the application for rezoning and Official Plan Amendment for 150 Sudbury Street. Detailed information is provided in a separate report from the Director, Community Planning, Toronto and East York District entitled "Request for Direction Report, Official Plan and Zoning Review of the West Queen West Triangle Area", dated May 30, 2006.

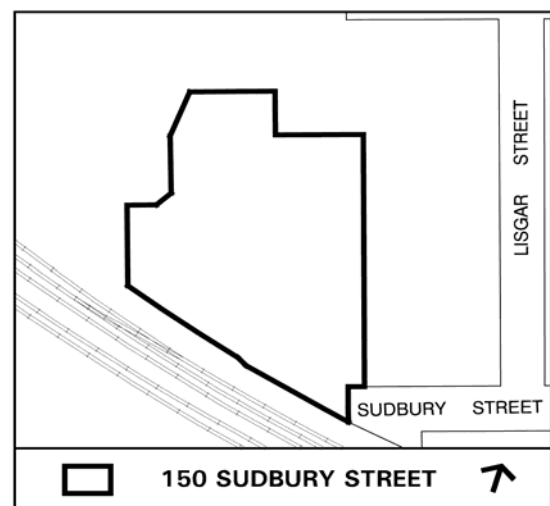
Financial Implications and Impact Statement:

There are no financial implications resulting from the adoption of this report.

Recommendations:

It is recommended that City Council:

- (1) direct staff to continue negotiations with the applicant to revise their plans generally to:
 - (a) provide non-residential uses as part of the proposed development, in keeping with City Planning's recommendation for no-net-loss of non-residential uses in the West Queen West Triangle;



- (b) provide a setback from the railway corridor which is acceptable to City Planning in consultation with Canadian National Railway and Go Transit;

- (c) convey the lands required for the extensions of Abell Street and Sudbury Street;
 - (d) reduce the heights, density and massing of the proposed development;
 - (e) improve the landscaped open space at the north end of the site by minimizing at-grade servicing and loading access routes;
 - (f) increase the mix of dwelling unit types to include housing suitable for families with children;
 - (g) provide a master servicing study for this proposal in the context of the redevelopment of the entire West Queen West Triangle;
 - (h) provide a master transportation impact study for this proposal in the context of the redevelopment of the entire West Queen West Triangle; and
 - (i) secure community benefits in exchange for height and density under Section 37 of the Planning Act;
- (2) instruct the City Solicitor, together with appropriate City staff and experts as needed, to attend any Ontario Municipal Board hearing in support of this positions recommended in this report; and
 - (3) direct staff to take such other steps as may be required to implement these recommendations.

Background:

This report should be read in conjunction with the following reports:

- Preliminary Report regarding 1171 and 1171R Queen Street West, dated June 14, 2005;
- Preliminary Report regarding 48 Abell Street and 1199 Queen Street West, dated September 1, 2005;
- Request for Zoning Review of the West Queen West Triangle, dated November 9, 2005;
- Preliminary Report regarding 150 Sudbury Street, dated January 23, 2006;
- Request for Directions Report regarding the West Queen West Triangle, Dated May 30, 2006 and
- Refusal Report regarding 45 Lisgar Street, dated June 27, 2006.

In 2000, Council approved site-specific Zoning By-law No. 832-2000 permitting dwelling units in 4 storey townhouses up to 12 m in height on this site, with parking at grade.

During the second quarter of 2005, the Committee of Adjustment approved a minor variance to the site specific by-law to allow an increase in height to allow for 5½ storey stacked townhouses up to 16.5 m in height. Parking was relocated below grade. The approval was conditional upon extending Sudbury Street as a public road, increasing at-grade landscaping and other matters.

This application is one of four applications received in 2005 and 2006 for rezoning and Official Plan Amendment in the area south of Queen Street West, northeast of the railway corridor and generally west of Dovercourt Road. In addition to specific conflicts with regard to heights and densities, the applications do not comprehensively address issues relating to:

- the extension of the local street network;
- the provision of new parks;
- improvements to community services and facilities;
- improvements to hard infrastructure; and
- impacts on employment in the area, including creative industries.

In November 2005, City Council directed staff to review the zoning in this area, including but not limited to a review of:

- heritage resources;
- municipal infrastructure;
- community services and facilities;
- the impact on the area's creative industries and other employment in the area;
- parks and recreation facilities; and
- transportation, including public transit.

City Planning reported back with the results of this overall review to the June 13, 2006 Toronto and East York Community Council hearing. Community Council endorsed the recommendations of the May 30, 2006, with some amendments. The proposal would not satisfy the requirements outlined in the May 30, 2006 report, including but not limited to the following:

- lack of non-residential uses;
- height, massing and density;
- noise, vibration and crash mitigation measures related to the railway corridor; and
- building setbacks for public road right-of-ways for Abell Street and Sudbury Street.

The matter will be heard at the City Council meeting of June 27th, 28th and 29th, 2006.

Proposal

This application is for amendments to the Official Plan and Zoning By-law 438-86 to allow 2 residential buildings:

- a 9 storey building, stepping up at 2 and 6 storeys, on the west side of the site;
- a 13 storey building, stepping up at 2, 6 and 9 storeys, on the east side of the site; and
- a total of 414 dwelling units.

The proposal also provides for the extension of the road network including:

- land required for the extension of Sudbury Street along the southern property line; and
- a portion of the land required for the extension of Abell Street along the east property line.

Site plan and elevation drawings are included in Attachments 1 through 7 of this report. Further details are provided in the Application Data Sheet in Attachment 12.

The application does not conform with either the in-force Official Plan or the in-force Garrison Common North Part II Plan for the former City of Toronto. The Plan designates this site Mixed Industrial-Residential Area. While the Plan calls for residential uses on this site, the proposed residential density on the 150 Sudbury Street site exceeds the maximum total residential density of 2.0 times the area of the lot as specified in the Part II Plan. The in-force Official Plan map is provided in Attachment 8.

The application does not conform with the New Official Plan for the City of Toronto, which designates the site Regeneration Area or the Garrison Common North Secondary Plan in the new Official Plan which requires the completion of various studies prior to significant development in Area 2.

The proposal for 150 Sudbury Street does not conform with the use, height or density provisions of the Zoning By-law. The zoning map is provided in Attachment 9. The proposed residential buildings located at 150 Sudbury Street are on land zoned I1 D3. No residential uses are permitted by the base zoning. A site specific by-law (No. 832-2000) was approved in 2000 allowing residential uses up to 1.0 times the area of the lot, subject to additional conditions including a 12 metre height limit. The Committee of Adjustment later approved minor variances allowing residential uses up to a density of approximately 1.7 times the area of the lot, subject to additional conditions including a 16.5 metre height limit.

The heights of the two proposed buildings (29.3 metres and 40 metres, including mechanical penthouse) significantly exceed the base zoning's height limit of 18 m (plus mechanical penthouse), as well as the lower heights approved for residential development in 2000 and 2005.

The current proposal is significantly different from any of the previous approved developments on this site. The proposal would require amendments to the Zoning By-law 438-86 to allow residential uses and additional height and density, among other things.

Additionally, the proposal does not conform with other aspects of the in-force Official Plan for the former City of Toronto, the New Official Plan for the City of Toronto and Zoning By-law 438-86.

Site Description

This 10,012 square metres (1.0 ha), irregularly-shaped site is vacant. The owner is currently doing preparatory grading on-site.

The immediate context is as follows:

North: 3 storey industrial building containing a lamp showroom, light industrial and commercial enterprises, live/work units and residential dwelling units

South: railway corridor

East: a 1 storey industrial warehouse building

West: a 1 ½ -storey warehouse and office building.

Comments:

City staff have identified the redevelopment of this area as having impacts on economic development, arts and culture, heritage preservation, servicing, transportation and recreation. The appropriate redevelopment of the area referred to as the West Queen West Triangle is an important corporate objective.

The Provincial Policy Statement includes direction for Planning authorities to promote economic development and competitiveness by providing for an appropriate mix of employment (including industrial, commercial and institutional uses) to meet long-term needs; provide opportunities for a diversified economic base; plan for, protect and preserve employment areas for current and future uses; and ensure the necessary infrastructure is provided to meet current and future needs.

The in-force Official Plan designates the lands as Mixed Industrial-Residential Area.

The New Official Plan identifies a large part of the West Queen West Triangle as Regeneration Areas. In Regeneration Areas, commercial, residential, live/work, institutional and light industrial uses can be mixed within the same block or the same building. Section 4.7 of the Plan states that “Regeneration Areas will need “tailor-made” strategies and frameworks for development, provided through a Secondary Plan.”

The Garrison Common North Part II Plan for the former City of Toronto includes maximum densities, a network of new streets, a mix of residential and non-residential uses including light industrial uses, and additional requirements for large redevelopment sites, among other things.

The Garrison Common North Secondary Plan in the new Official Plan specifically identifies the industrially zoned lands in the West Queen West Triangle Area as requiring an area study prior to the approval of significant redevelopment.

Additional policy detail is provided in Attachments 10 and 11 for both the in-force Official Plan for the former City of Toronto and the New Official Plan.

Certain aspects of the proposed development are supported by City Planning. City Planning believes that residential uses are appropriate on this site. City Planning agrees to accept cash-in-lieu instead of on-site parkland dedication. City Planning generally supports the proposed building placement. The provision of a publicly accessible landscaped courtyard

(adjacent to 48 Abell Street's courtyard) is an important element of this support. The proposed building is registered in the Leadership in Energy and Environmental Design (LEED) program for environmental building design and construction. Support for any residential redevelopment on this site is contingent upon the coordinated redevelopment of the West Queen West Triangle, including a mechanism to secure a network of public streets, new public parkland, incorporation of a substantial amount of non-residential uses in the development and other public facilities.

There are, however, significant unresolved issues relating to the application at 150 Sudbury Street. They include, but are not limited to:

- cumulative height and massing of the two proposed buildings, including mechanical penthouses;
- density;
- proposed landscaped open space compromised by proposed servicing and loading access routes;
- setback from the rail corridor and crash mitigation measures;
- land proposed for the extension of Abell Street, which is related to the design and width of the Abell Street right-of-way;
- significant residential development being proposed without any non-residential development; and
- community benefits in exchange for additional height and density under Section 37 of the Planning Act.

Land Use

The proposal is a residential development with a number of dwelling units identified as live/work units. The Garrison Common North Part II Plan of the former City of Toronto states that live/work units shall be considered residential uses, not non-residential uses. According to current policies, this proposal is considered to be entirely residential.

City Planning recommended a no-net-loss policy for non-residential development in the West Queen West Triangle Area in the May 30, 2006 report to Toronto and East York Community Council. A substantial portion of the proposed development at 150 Sudbury Street should consist of non-residential uses.

Height

Staff have completed many studies including 3-D modeling to determine what heights are appropriate in the WQWT area. Among the considerations when determining the appropriate heights are the low density neighbourhood to the east of the triangle, the character of Queen Street West, the approvals at the Centre for Addiction and Mental Health ("CAMH") site,

the Ontario Municipal Board approved building at 1100 King Street West, and shadow impact (especially on the sidewalk on the north side of Queen Street). In general, there should be a consistent lower rise built form along Queen Street, with significant setbacks at the upper levels. Any taller elements should be situated closer to the rail corridor.

Buildings proposed for the 150 Sudbury Street site can generally be taller than those permitted on Queen Street West but should respect the prevailing low-rise character of Queen Street West, preserve sky views and sunlight access similar to the current zoning and begin to transition down towards the east.

The proposed height and massing is not supported by City Planning. The lowest portions of the buildings are 2 storeys (6 m) along Sudbury Street. The main components of the two proposed buildings are between 6 (16 m), 8 (21 m) and 9 (24 m) storeys stretching north-south with an additional 5.3 metres for rooftop mechanical equipment, and a total height of 29.3 metres. On the east building, an additional tower is 13 storeys (36 m) tall with an additional 4.0 metres for rooftop mechanical equipment, and a total height of 40.0 m.

Planning staff believe that some additional height above the height specified by the current zoning (18 m) can be accommodated on the 150 Sudbury Street parcel. Planning could support either one of two options: lower base buildings with a limited floor plate taller element or larger floor plate mid-rise buildings without the taller element, to preserve sunlight access and skyviews through the area and provide massing compatible with the proposed streets, open spaces and adjacent development sites. The first option is outlined in the Request for Directions Report regarding the Official Plan and Zoning Review of the West Queen West Triangle Area from the Director, Community Planning, Toronto and East York District, dated May 30, 2006. This option would include 6 storey base buildings, with stepbacks above the 4th storey (12-18 m) and a taller element at the southeast of the site (36 m), including all mechanical equipment.

Planning staff may consider additional height if required to achieve additional community space on site. This would need to be reviewed in the context of its impact and the achievement of other goals in the overall redevelopment of the area.

Streets

The applicant has proposed to convey a portion of the property for the extension of Sudbury Street and Abell Street. The applicant is proposing to convey a strip of land that is 15 metres wide for public right-of-way purposes and to set back the buildings a further 4 metres. City Planning has recommended a right-of-way for Sudbury Street which includes two traveled lanes, one parking lane, two sidewalks, and landscaping which provides for large growing shade trees on both sides of Sudbury Street and a bicycle path, in addition to whatever structure may be required for crash mitigation adjacent to the rail corridor. The minimum width requirement for a right-of-way of this design appears to be approximately 21.5 metres plus space required for the crash mitigation measures. Detailed design of the road, including accommodation for changing grades, has not been completed.

The applicant has proposed to convey a portion of the property for the extension of Abell Street. The applicant is proposing to convey a strip of land that is 6.7 metres wide for public

right-of-way purposes and to set back the building a further 2.25 metres. Half of the land required for the extension of Abell Street along the east property of the site is required. Abell Street is considered an intermediate local street under the City's Development Infrastructure Policy and Standards (DIPS) because, among other things, it accommodates high density residential development. According to DIPS, the width of an intermediate two-way road right-of-way with on-street parking on one side should be 18.5 metres. If the applicant were to provide half of the required right-of-way and the future development site to the east were to provide the other half, each would be required to provide 9.25 metres.

Rail Corridor Adjacency

City Planning is recommending that Sudbury Street be extended along the northern edge of the railway corridor, providing much of the separation required between residential buildings and the railway corridor. Canadian National Railway (CN) and GO Transit (GO) normally require a setback of 30 metres from the railway corridor, in addition to safety, noise and vibration mitigation measures. In this instance, as with adjacent properties, CN and GO have agreed to a lesser setback of 25 metres, provided a landscaped berm or crash wall is provided in addition to noise and vibration mitigation measures on-site. City Planning is recommending that coordinated noise/vibration/crash protection measures be integrated into the design of the new public road.

The applicant has proposed a 19 metre setback from the rail corridor which is unacceptable to City Planning, CN and GO. The applicant is intending to submit an alternate proposal combining setbacks and noise and vibration mitigation measures. City Planning, in consultation with CN and GO, is open to further discussions on this matter. City Planning may be able to support a right-of-way width of approximately 21.5 metres, plus the width of any crash mitigation measures.

Landscaped Open Space

The proposal includes a courtyard along the north property line of the 150 Sudbury Street site. There is also a planning application for the site immediately adjacent to the north (48 Abell Street). Together the two proposals create a sizable, contiguous landscaped open space. However, proposed servicing routes and loading areas compromise the landscaped quality of this open space.

Unit mix

City policies call for a mix of housing types and units and, for the Garrison Common North Area, specifically encourage units suitable for families with children, which are grade-related units with two or more bedrooms. The proposal includes 80 bachelor apartments, 314 one bedroom units and 20 two bedroom units. None of the proposed units are suitable for families with children. Planning recommends that a portion of the units in the building be suitable for families with children, preferably including 3 bedroom units.

Density

The Garrison Common North Part II Plan for the former City of Toronto specifies a maximum residential density of 2.0 times the area of the lot and a total maximum density of 3.0 times the area of the lot, provided the difference consists of compatible industrial uses. The Plan recommends that the proportion of non-residential uses to total density at full build-out is 33 per cent. The Garrison Common North Secondary Plan in the new Official Plan does not limit new development to a specific density but requires instead that a coordinated plan, including urban design guidelines, park system and open space network, among other things, be developed prior to significant redevelopment in Area 2.

The proposed density for 150 Sudbury Street is 3.0 times the area of the lot, all of which is for residential uses. This density exceeds the limits prescribed by the Garrison Common North Part II Plan for the former City of Toronto for residential uses in this area.

Planning staff have explored several built form options, including the one proposed by the applicant, and are of the opinion that a density close to the 3.0 times the area of the 150 Sudbury Street site could be accommodated, provided residential development of the entire area proceeds in a coordinated manner with significant public and private investment in local infrastructure including the street network, parkland and community services and facilities. Reductions in overall height and massing (including mechanical penthouses) and an increase in setback from the rail corridor are being recommended by Planning, and will likely result in a decrease in density from that currently proposed. In addition, in order to meet the objective of “no net loss” of non-residential gross floor area within the Triangle, City Planning recommends that a substantial portion of this density be reserved for non-residential uses including commercial and compatible light industrial uses.

Redevelopment of the Entire West Queen West Triangle

City Planning’s Request for Directions report (dated May 30, 2006) outlines issues related to redevelopment of the entire West Queen West Triangle as well as this site in detail, including:

- community facilities and services;
- provision of parkland;
- municipal servicing;
- significant development being proposed without a mechanism to secure the appropriate street network as laid out in the Secondary Plan;
- impact on the local economy, particularly on the arts and culture industries; and
- community benefits in exchange for additional height and density under Section 37 of the Planning Act.

Additional detail about these matters is provided in the Request for Directions report (dated May 30, 2006).

Community Services and Facilities

Community services and facilities are available in the immediate area, including schools, day cares, libraries, parks and publicly accessible multi-purpose meeting spaces. Local public and catholic elementary and secondary schools have the capacity to accommodate additional students from this and other proposed developments in the West Queen West Triangle area.

However, the following community services and facilities are at full capacity:

- licensed childcare facilities for children aged 0-6 years;
- most nearby recreation centres, particularly those subject to the City's Welcome Policy.

The local library and recreation centres include some multi-purpose meeting spaces. Availability is very limited because of high demand and the provision of several educational and cultural programmes, particularly in the facilities to the west of the railway corridor in Parkdale.

Parkland Acquisition

Additional parkland is required to address the needs of the proposed development at 150 Sudbury Street. City Planning recommends that the City pool the cash-in-lieu of parkland dedication from this and other development sites in the West Queen West Triangle area to purchase additional parkland in the area.

Significant residential redevelopment, as proposed at this site and throughout the West Queen West Triangle, will further increase demand for parks, community services and facilities.

Servicing

City Planning is expecting to receive a Master Servicing Plan for the West Queen West Triangle area from the applicant which addresses how the servicing needs of the entire area and this site can be met in an efficient and cost-effective manner. The applicants for this proposal and proposals on adjacent sites have indicated that they will provide the Master Servicing Plan.

Transportation

City Planning has also requested a Master Transportation Impact Study for the West Queen West Triangle area from the applicant which addresses how the traffic generated by the redevelopment of the entire area and this site can be accommodated. At this time, neither the applicant for 150 Sudbury Street nor the applicants for proposals on adjacent sites has agreed to submit such a study. Transportation Planning staff are currently reviewing the results of the various transportation impact studies submitted with respect to individual applications at this and other sites within the Triangle so as to have an understanding of the transportation impacts of this development in the context of significant redevelopment in the area.

Section 37

City Planning staff are continuing to review the application at 150 Sudbury Street in conjunction with the proposals submitted by other land owners for lands on nearby sites. If agreement is reached on the redevelopment in the area then the City will secure community benefits through Section 37 of the Planning Act as part of this application. Some of the benefits being considered are:

- funds towards the acquisition of parkland above and beyond the municipal parks levy;
- funds for park construction;
- retrofit of the Carnegie Library for use as a performing arts hub;
- relocation of the public health offices (current tenants of the Carnegie Library);
- contribution to a visual arts hub within, or close to, the Triangle;
- a large community meeting space;
- affordable housing;
- affordable studio space for the arts industry; and
- public art.

Conclusions:

City Planning recommends that Council direct the City Solicitor to attend any Ontario Municipal Board hearings related to the application at 150 Sudbury Street and to support the directions outlined in this report.

Contact:

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(Copies of the following Attachments in the report (June 26, 2006) from the Director, Community Planning, Toronto and East York District, were forwarded to all Members of the Toronto and East York Community Council with the agenda for its meeting on July 11, 2006, and copies are on file in the City Clerk's Office:

- Attachment 1: Site Plan;
- Attachment 2: North Elevation;
- Attachment 3: South Elevation;
- Attachment 4: East Building/ East Elevation;
- Attachment 5: East Building/ West Elevation;
- Attachment 6: West Building/ East Elevation;
- Attachment 7: West Building/ West Elevation;
- Attachment 8: In-force Official Plan for the former City of Toronto (map);
- Attachment 9: Zoning Map (Uses and Densities);

- Attachment 10: Summary of the policies of the in-force Official Plan pertaining to the WQWT Area;
- Attachment 11: Summary of the policies of the New Official Plan pertaining to the WQWT Area; and
- Attachment 12: Application Data Sheet.)

ISSUE DATE:

Jan. 10, 2007

DECISION/ORDER NO:

0054



Ontario

Ontario Municipal Board

Commission des affaires municipales de l'Ontario

This is Exhibit "C" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

PL051203
PL060087
PL060443

2059946 Ontario Limited has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the former City of Toronto for the purpose of introducing site-specific policies to the current "Low Density Mixed Commercial Residential Area" designation on the northern portion of the site fronting onto Queen Street West, as well as to the current "Mixed Industrial-Residential Area" designation on the southern portion of the site, to permit the development of a 10-storey residential building, with retail at grade, on the northern portion of the site fronting onto Queen Street West as well as a 26-storey residential building on the southern portion of the site on lands located at 1171 and 1171R Queen Street West

Approval Authority File No. 05 133454 STE 18 OZ

O.M.B. Case No. PL051230

O.M.B. File No. O050191

2059946 Ontario Inc. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 438-86, as amended, of the former City of Toronto for the purpose of amending the current MCR T3.0 C1.0 R2.5 zone on the northern portion of the site fronting onto Queen Street West, as well as to amend the current I1 D3 zone on the southern portion of the site, to permit the development of a 10-storey residential building, with retail at grade, on the northern portion of the site fronting onto Queen Street West as well as a 26-storey residential building on the southern portion of the site on lands located at 1171 and 1171R Queen Street West

O.M.B. Case No. PL051203

O.M.B. File No. Z050191

Verdiroc Development Corporation has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the former City of Toronto by introducing a site-specific policy to the current "Mixed Industrial-Residential Area B" designation in the Garrison Common North Part 2 Plan for the purpose of permitting the proposed development of a 3-storey building containing 5 live-work units, a 19-storey residential building on the southern portion of the subject lands and a 25-storey residential building containing live-work units at grade on the eastern portion of the subject lands on property municipally known as 48 Abell Street

Approval Authority File No. 99 036168 SHY 18 OZ

O.M.B. Case No. PL060087

O.M.B. File No. O060039

Verdiroc Development Corporation has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 438-86, as amended, of

the former City of Toronto to permit, as an exception to the current "I1 D3" zone, a proposed development on lands municipally known as 48 Abell Street to consist of a 3-storey building containing 5 live-work units, a 19-storey residential building on the southern portion of the subject lands, and a 25-storey residential building containing live-work units at grade on the eastern portion of the subject lands

O.M.B. Case No. PL060087

O.M.B. File No. Z060009

Landmark Developments Inc. has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the former City of Toronto by introducing a site-specific policy to the current "Mixed Industrial-Residential Area B" designation in the Garrison Common North Part 2 Plan for the purpose of permitting the proposed development of a 16-storey residential building and 3 rows of 5 ½-storey residential buildings in stacked townhouse form, which now has been revised to a proposal to consist of 2 residential buildings, ranging in height from 6 to 13 storeys, to frame a central landscaped open space with the west building at 6 storeys at the street edge (18 metres), stepping back an additional 2 storeys for a total height of 24 metres and the east building at 6 storeys at the street edge, stepping back to 8 storeys and again to 10 storeys for a total height at the south end of the building of 36 metres on lands municipally known as 150 Sudbury Street

Approval Authority File No. 05 199171 STE 18 OZ

O.M.B. Case No. PL060443

O.M.B. File No. O060093

Landmark Developments Inc. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 438-86, as amended, of the former City of Toronto to permit, as an exception to the current "I1 D3" zone, a proposed development on lands municipally known as 150 Sudbury Street to consist of a 16-storey residential building and 3 rows of 5 ½-storey residential buildings in stacked townhouse form, which now has been revised to a proposal to consist of 2 residential buildings, ranging in height from 6 to 13 storeys, to frame a central landscaped open space with the west building at 6 storeys at the street edge (18 metres), stepping back an additional 2 storeys for a total height of 24 metres and the east building at 6 storeys at the street edge, stepping back to 8 storeys and again to 10 storeys for a total height at the south end of the building of 36 metres

O.M.B. Case No. PL060443

O.M.B. File No. Z060066

Westside Lofts and Towns Inc. has referred to the Ontario Municipal Board under subsection 41(12) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, determination and settlement of details of a site plan for lands composed of Part 1, Plan 66R-17443, Part of Ordnance Reserve and Part of Abell Street, municipally known as 150 Sudbury Street

O.M.B. Case No. PL060443

O.M.B. File No. M060056

APPEARANCES:

<u>Parties</u>	<u>Counsel*/Agent</u>
Landmark Developments Inc.	A. Paton*
City of Toronto	D. Jubb* and student at law T. Stroedel
Active 18 Community Association	C. Campbell*
Verdiroc Development Corporation and Abell Investments Limited	D. Bronskill*
2059946 Ontario Limited and Bohemian Embassy Residences Inc.	R. Kanter*
Canadian National Railway Company and Greater Toronto Transit Authority	M. Hackl*

DECISION DELIVERED BY D. R. GRANGER - (150 SUDBURY)

These are appeals by 2059946 Ontario Limited (1171 Queen), Verdiroc Development Corporation and Abell Investments Limited (48 Abell) and Landmark Developments Inc. (150 Sudbury) from the Council of the City of Toronto's (City) refusal to enact proposed amendments to the applicable Official Plan for the former City of Toronto (OP) and to By-law 438-86, as amended, (By-law) to permit development in the area known as the West Queen Street West Triangle (Triangle).

On consent of the parties, the Board has heard the appeals regarding the three separate proposals, one following the other, before this panel of the Board with macro evidence regarding the overall "Triangle" area given at the commencement and applicable to all appeals.

Overall, the combined evidence and argument resulted in 35 full days of hearing with 160 Exhibits presented.

This decision addresses the appeal by Landmark Developments Inc. (150 Sudbury).

Triangle Area

The Board will first address the evidence and findings common to each of the three applications following from the overall Triangle area macro evidence presented. This portion of the decision is common to each of the three decisions for each of the applications.

On behalf of the City, S. P. Bain provided expert policy planning evidence; K. Benham provided expert planning evidence with a specialty in economic development; M. S. Gertler provided expert planning evidence with a specialty in urban economic development; M. Williams provided expert policy planning evidence related to Section 37; L. Martin provided expert planning evidence with a specialty in cultural uses; P. Prieditis provided expert community service planning evidence; D. J. Douglas provided expert planning evidence with a specialty in parks; E. Hug provided expert area land use planning evidence; and M. Van Elsberg provided expert urban design evidence.

On behalf of the three applicants, P. Smith provided expert land use planning evidence; G. Patterson provided expert civil and municipal engineering evidence and J. Gillezeau provided expert economic evidence with a specialty in housing.

T. Jones, Chief Executive Officer of Artscape provided evidence in support of artist, gallery and studio space being located along a proposed new “Mews” incorporating unconventional retail uses.

On behalf of Active 18 Community Association (Active 18), J. Gladki provided expert land use planning evidence; J. Farrow, Chair of Active 18, set out the core values

for Active 18; and M. Zeidler recounted experience in the operation of older heritage buildings.

Area residents P. Little and V. Frankel provided evidence related to the provision of park and the retention of live/work opportunities for existing artists and entrepreneurs.

A. Snow, on behalf of Canadian National Railway Company and Go Transit provided expert transportation planning evidence in support of the proposed crash barrier integration with the Sudbury Street extension as agreed between the parties. He also confirmed satisfaction with requirements for fencing and noise and vibration studies. Mr. Snow's evidence was not contradicted.

The Triangle represents one of the remaining opportunities for new development along Queen Street West within the applicable Garrison Common North Part II Official Plan area. The area is designated Low Density Mixed Commercial-Residential Areas along Queen Street West and Mixed Residential-Industrial Areas southerly to the lands of Canadian National Railway Company (CNR).

Non Residential Land Use

One of the fundamental issues for this hearing is the appropriate amount of non-residential land use that should result from the redevelopment and intensification of the Triangle.

The City Planners set out the difficulties being faced in meeting employment targets within the City. They contend it necessary to set minimum targets for the retention of non residential land uses to provide future employment opportunities especially in areas designated as Mixed Residential-Industrial Areas.

It was acknowledged that all residential uses proposed would permit work at home opportunities but as live/work units, unless secured by a not for profit ownership/lease, were considered as residential.

It was also acknowledged that areas designated as exclusive Employment Districts within the City offered the best long-term protection of employment lands for employment uses.

The urban economic development planner for the City confirmed that creative industries were holding their own quite well but warned of the need to protect affordable and stable space recommending government intervention and innovative partnerships with organizations like Artscape. He considered the general Triangle area as one of Canada's and the City's most important concentrations of creative industries.

The economic development planner and land use planner for the City set out a minimum amount of non residential land use on a development by development basis that equated to a 0.7 times the area of the lot requirement. This was determined by adding up existing non-residential space within the Triangle and re distributing it across the Triangle on a site-by-site basis. This was referred to as a "no net loss policy."

The area land use planner for the City set out that redevelopment could occur with up to two times the area of the lot as residential only in accordance with the policies of the OP. She also confirmed it to be acceptable for 48 Abell to be limited to a non residential amount at 0.5 times the area of the lot instead of 0.7 times the area of the lot due to special provisions including secured and affordable live/work units and studios and workshop space being proposed. Based on this evidence, the Board finds this to be an inconsistent approach that could not satisfy, with any degree of certainty, any employment deficiency alleged to be growing within the City.

The City planners have relied on OP policy that permits up to three times the area of the lot as gross floor area as industrial or mixed use with a cap of two times the area of the lot for residential only. They are of the opinion that this equates to a one third industrial/two third residential ratio that could be extended to apply to any higher densities proposed.

The planners for the applicants do not agree with the interpretation of the City planners finding no other examples of such an application in the past. It is their opinion

that each site must be measured on its own merits and that it is not appropriate to endeavour to protect employment uses without some policy derived objective criteria relating to a quantifiable need.

While appreciating the importance of maintaining some non residential mix within an area designated for mixed use development, especially recognizing the creative enterprises that have located in the general area, the Board finds no basis for quantifying a specific amount for each site based on a general poorly defined no net loss policy basis.

If the City is intending to rely on the securing of a specific amount of employment land use on individual sites based on a quantifiable goal for each planning area, district or neighbourhood, it must be able to rely on objective criteria and data achieved through some comprehensive analysis of the planning area and City wide employment objectives to be achieved. In this case, the City's designation of exclusive employment districts offers a more objective approach in that regard.

The Board notes that the City's reliance on a mix of residential and employment uses under policies of the old OP. No similar policies were presented suggesting some minimum amount of non-residential land use being applied in the new OP. While the concern of City staff may be well founded in their experience, more work must be done to establish defensible policy if it is the City's intent to achieve certain employment targets through mixed-use developments and regeneration areas in the future.

It was clear in the evidence of the economic development planner for the City that the Triangle employment base was relatively stable over fifteen years and that within one kilometre there had been a 13 percent growth in employment. This stability has occurred in spite of the subject sites being predominantly vacant or illegal in use.

Having found no basis for the application of any across the board amount of non residential land use per site, in the circumstances of this case, and balancing the interests of the parties as presented, the Board does find it appropriate to require all ground floor spaces related to Queen Street, the proposed parallel running "Mews" and

frontage along Abell Street opposite existing non residential land uses to be secured for non residential uses including affordable live/work artist studios where subsidy is available. This will insure an appropriate amount of non-residential land use in excess of what exists today on the three subject sites.

By-law Holding Provisions to Secure Sudbury Street and Future Public Parkland

Another important issue at this hearing is the use of holding provisions proposed to secure the financing and timing for the extension of Sudbury Street from east of Abell Street westerly and northerly to Queen Street intersecting with Gladstone Avenue. The extension incorporates a required crash barrier to protect from the CN/GO right of way abutting to the south.

There was no dispute of the importance of securing the future Sudbury Street extension prior to any of the three applications proceeding. While the end seems to be agreed in principle, the means of securing Sudbury was not.

The City Council wants the protection within a By-law holding provision whereas the three applicants are satisfied to have the extension secured through the use of a Section 37 agreement and/or condition of this Board prior to issuing a final Board Order.

Having considered the evidence of all of the experts at this hearing regarding the securing of the Sudbury Street extension, the Board is satisfied that the matter can be resolved as a condition prior to the Board issuing its final Order and will require the same.

The City Council has similarly required that a holding provision insure that no implementing by-law apply until such time that future public parkland serving the Triangle be secured by the City in the order of 0.4 hectares.

This request is even more problematic than a holding provision related to the Sudbury Street extension. In this case, the applicants have no control over how and when the city will proceed in the acquisition of parkland. The applicants are obligated to provide parkland dedication in accordance with the *Planning Act* but otherwise have

little control over the acquisition of lands not associated with lands forming part of the applications.

It was confirmed by city experts, and not disputed, that City Council has authorized the acquisition or expropriation of appropriate lands in the Triangle and that City staff are actively pursuing that end.

Having considered all of the relevant evidence related to the park issue, the Board is satisfied that bona fide efforts by the City are underway and is satisfied that a reasonable time frame, in the order of up to six months, to withhold the Board's final Order will allow the City to conclude its efforts in that regard. If the city is unable to conclude the duly authorized acquisition of parkland, not disputed to be deficient in the Triangle, the Board will be able to be spoken to.

General

The Board did express some disappointment in the inability of the parties to settle their disputes for this large vacant area of the Triangle acknowledged by all to be an ideal opportunity for the intensification and remediation of an older abandoned industrial area. The unanimous expression of the unique and creative nature of the general area only compounded that disappointment in no mutually creative solution being able to be found.

The Board does acknowledge the extraordinary efforts of the parties over the past year in accomplishing some consensus with respect to some general design principles to be applied. The parties have accomplished some unanimity in the establishment of a considerable amount of additional private but publicly accessible open space including the creation of a new "Mews" running parallel to Queen Street West with the hope of showcasing arts and other creative employment spaces. The future extensions of Sudbury Street and Abell Street are other acknowledged public benefits that will result from the redevelopment of the area.

The Board is hopeful a creative spirit will continue to flourish and take advantage of the as of right live/work nature of all residential units and addition of at-grade uses focussing on the creative and artistic trends in the area.

While the Board itself was encouraged to consider creative solutions in its deliberations, it must point out its obligation to carefully consider the evidence in the context of the existing statutory and policy framework. The Board encourages the ongoing objective formulation of new policies that will lead to more innovative and creative solutions to protecting and enhancing the growing importance of creative employment opportunities for future applications.

All parties acknowledged the expectation that the Board would come to a decision that would set out the general nature and form of development for each of the three applications based on its best analysis of the evidence presented in the context of the existing policy regime. All expressed optimism that with that in place, the final form and content of appropriate official plan and by-law amendments, Section 37 agreements and site plans could be settled between the parties within a reasonable period of time. The Board will hold the parties to that test.

In setting what the Board has found to be reasonable development parameters in consideration of the extensive detailed architectural, urban design and land use planning evidence presented, the Board has not found any need to set a maximum density for each application at this time. As confirmed by most of the experts presenting, the density number should follow from the appropriate form, massing and heights established. The final density figures should be set out in the final By-law amendments resulting from this decision.

Reasonable by-law standards related to the addressing of difficulties with the co-location of bar/nightclub and residential uses, appropriate non residential land uses to be permitted and appropriate parking requirements to be applied for an area well served by public transit should be resolved. The Board also strongly encourages the parties, where possible, to establish shared or common utility use locations including those

necessary for garage access, garbage collection and loading in an effort to reduce the amount of such space in favour of additional open space.

150 Sudbury Applications

On behalf of the applicant, J. Neuert provided expert architectural evidence, G. Baird provided expert urban design and architectural evidence and E. Davidson provided expert land use planning evidence in support of the applications.

On behalf of the City, M. Van Elsberg provided expert urban design evidence, D. J. Douglas provided planning evidence related to parks and E. Hug provided expert land use planning evidence in opposition to the applications.

The fundamental issues in dispute relate to the form, massing and height of two buildings proposed to front onto the new Sudbury Street extension and the appropriate location of parkland now proposed to be taken by the City in accordance with the City OP alternative park levies policy 4.18 (b).

The City is now proposing to require the designation of parkland from the southeast corner of the subject site. The City had originally proposed the highest building element for the subject property being located at this corner. The City now proposes the higher component be moved northerly abutting the north boundary of the proposed park and fronting onto the proposed Abell Street right of way.

The applicant originally proposed its tallest building at the southeast corner with a shorter building to the west. In the alternative, as a result of the City's amended position regarding parkland dedication, the applicant proposes to provide parkland at the northern edge of its property associated with publicly accessible private open space proposed on abutting lands. The applicant proposes a 19 storey building in the southeast corner with a base building of 9 storeys extending north fronting onto Abell Street and a 13 storey building to the west fronting onto the proposed Sudbury Street extension.

The City urban designer was forthright in his admission that his design preference would be for park not to be located on the subject property. If park was to be located on the subject property, the City urban designer, land use planner and park planner prefer the southeast corner as providing a corner lot location with good sunlight exposure and connection to the proposed bicycle/pedestrian pathway system proposed along the Sudbury Street extension and potential location of the pedestrian rail crossing to the south.

The architect, urban designer and land use planner for the applicant all preferred the park not be located on the subject property. If park was to be located on the subject property, they all agreed that a location at the north edge of the property would provide for a more central Triangle park directly associated with and connected to publicly accessible open space proposed to the further north and connected to the proposed east-west “Mews” and north-south publicly accessible open spaces leading from Queen Street.

The Board agrees with the majority of the experts that on the subject of park, it would be better consolidated into one larger more suitable location as originally recommended in the City’s vision for the overall Triangle area. The City is presently engaged in a City Council authorized acquisition process in that regard.

Should the City insist on pursuing its right to apply the alternative park requirements and take lands from the subject site, the Board prefers the evidence of the experts for the applicant and finds the north location to be better suited to centrally serve the Triangle in association with other publicly accessible open spaces being required by the City subject to some building height modification being required by the Board. The “eyes” of several residential units will overlook the park area at this more central location. The Board finds that this location will better preserve the integrity of the City’s own vision to keep the tallest buildings closer to the rail corridor away from Queen Street as set out in the City’s own Exhibit No. 118.

With modified heights providing a greater opportunity for natural light and with the greater interconnectedness being provided, meeting the general intent and purpose of

parks having multiple street frontages, the Board finds the north park location, proposed by the applicant and as set out on Exhibit No. 103, to be reasonable.

With respect to the tower height, the applicant has proposed approximately 19 storeys to a maximum of 61 metres, a height resulting from the desire to offer higher unit ceiling heights in the order of 3 metres. In the alternative, with no park taken from the subject site, the applicant would be satisfied with approximately 15 storeys to a maximum height of 48 metres above the Sudbury Street grade with an additional limited 6 metres for mechanical.

Having carefully considered the urban design and land use planning evidence presented and in keeping with the appropriate height transition from higher to lower west to east toward the existing low density residential area, the Board finds that a maximum building height of 48 metres, regardless of number of storeys and including mechanical whether wrapped or not, will provide a perceptible stepping down from the highest building being permitted at the rear of 1171 Queen Street West fronting onto the proposed Sudbury Street extension down to the building at 48 Abell set at 50.5 metres above the proposed Sudbury Street extension. This height will also provide for a perceptible stepping down toward the taller element of 48 Abell Street fronting onto the proposed Abell Street extension set at a maximum height of 42 metres above the lower Queen Street grade.

With respect to the remaining lower building elements, the applicant has proposed a 9 storey wing extending north from the southeast tower to a maximum height of 28.4 metres and a separate approximate 13 storey building to the west to a maximum height of 41.5 metres. In the alternative, if no park is taken, the applicant would be satisfied with the 9 storey wing at a maximum height of 28.33 metres and a separate west building at approximately 10 storeys to a maximum height of 31.75 metres with mechanical up to 37.75 metres. Two metre setbacks are proposed at the top of the 7th storeys.

The urban designer for the City is of the opinion that the base buildings throughout the Triangle should reflect the four-storey façade character of the area up to a maximum of six storeys.

With respect to the Abell Street wing, the Board finds that a continuation of the heights related to the maximum Queen Street building heights at 8 storeys or 25 metres plus a reasonable limited mechanical above the Queen grade whichever is less, with stepbacks after the fourth and sixth floors is appropriate. Stepbacks along Abell and the north wall will be a minimum of 1.5 metres with 1 metre being the minimum otherwise. No balconies should extend into the 4 storey façade.

With respect to the proposed separate west building, the Board finds that it should be consistent with the other base building approvals at a maximum height of 8 storeys or 25 metres plus a reasonable limited mechanical, in this case, however, measured from the Sudbury Street grade. Stepbacks at the top of the 4th storey will be a minimum of 1.5 metres, all around, with a minimum of 1 metre above the 6th storey. No balconies should extend beyond the 4 storey façade.

The Board finds that these height requirements should apply regardless of the park/no park alternatives. Should the City not take park, the lower buildings may be extended accordingly subject to the setbacks as set out by the applicant in Exhibit No. 159.

With respect to non-residential land uses, the Board finds it appropriate to require all ground related and/or accessible space facing the proposed Abell Street extension opposite the existing non-residential space to be available for non-residential use. This appropriate area will constitute the minimum non-residential use area to be set out in any proposed by-law.

Incorporating the above noted findings including height reductions and stepbacks, the Board otherwise finds the details of the plans proposed by the applicant as set out in Exhibit No. 103 or Exhibit No. 159 to be appropriate, represent good planning and be in the overall public interest of the community.

In conclusion, the appeals by Landmark Developments Inc. are allowed and the OP and By-law are to be amended in a manner that incorporates the findings of this decision otherwise substantially in the form of Exhibit No. 103 or Exhibit No. 159 depending on the decision of the City with respect to park.

The Board will withhold its Order pending successful completion of the following:

1. The finalization of an Official Plan Amendment incorporating the above findings of the Board in a form satisfactory to the City.
2. The finalization of a By-law Amendment incorporating the above findings of the Board in a form satisfactory to the City. The By-law amendment will include a schedule confirming the proposed zoning restrictions related to heights and setbacks for 1171 Queen Street West, 48 Abell Street and 150 Sudbury Street.
3. The finalization of a site plan and agreement.
4. The finalization of a Section 37 agreement.
5. Adequate opportunity for the owners of 1171 Queen Street West, 48 Abell Street and 150 Sudbury Street together with the City to resolve an agreement regarding the securing, financing and timing of the extension of Sudbury Street.
6. Adequate opportunity for the owners of 1171 Queen Street West, 48 Abell Street and 150 Sudbury Street together with Canadian National Railway Company and Go Transit to resolve agreements regarding issues related to the rail corridor including crash protection and noise and vibration studies.
7. Adequate opportunity for the City of Toronto to secure land for a public park within the area of the Triangle as authorized by City Council.

The Board will require resolution of the above before September 1, 2007 or six months following from the submission by the applicant to the City of revised plans incorporating the findings of this decision, whichever greater. If no actions are taken to implement this decision of the Board within this prescribed timeline, the appeals will be dismissed.

The Board may be spoken to should difficulties arise in the completion of the above. This Board Member is seized in that regard.

The parties should to be diligent in bringing this matter to a final conclusion on the basis of mutual consent.

D. R. GRANGER
VICE-CHAIR



STAFF REPORT ACTION REQUIRED

150 Sudbury Street – Zoning Amendment

Date:	November 23, 2009
To:	Toronto and East York Community Council
From:	Director, Community Planning, Toronto and East York District
Wards:	Ward No. 18 – Davenport
Reference Number:	File No. 05-199171 STE 18 OZ

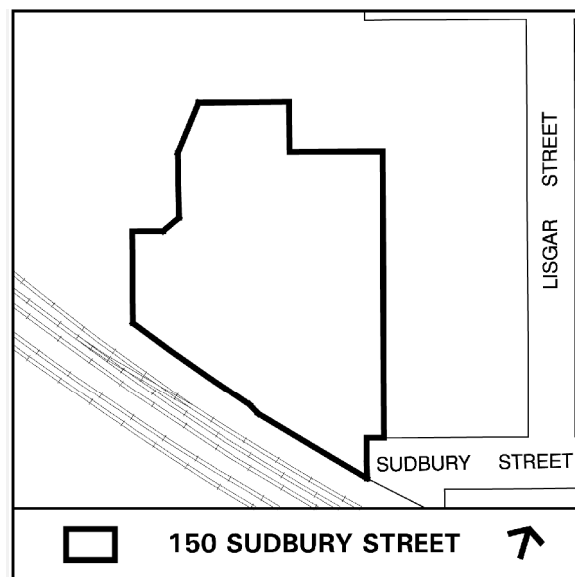
SUMMARY

On January 8, 2008 the Ontario Municipal Board approved By-law No. 1169-2009 with respect to the lands at 150 Sudbury Street. Contained within the By-law was a mechanism allowing Artscape, a non-profit organization that works with artists, to buy units at below market cost from the developer for rent to artists as live/work studios. Artscape, in consultation with city staff, the developer and the local Councillor have determined that the mechanism, and therefore the By-law, needs to be amended to allow Artscape to sell some of the units as below-market ownership units, while maintaining a minimum number of units being retained as affordable rental. This report recommends the required amendment to the By-law. In addition, this report recommends that the City and Artscape enter into an agreement to secure conditions related to the Artscape units.

RECOMMENDATIONS

The City Planning Division recommends that:

1. City Council amend the definition of artist live/work studio in zoning By-law No. 1169-2990 , Section 14 to read: *artist live/work studio* shall mean a dwelling unit containing a studio space for the production of art and that a minimum of 20 of such units in Building A 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.
2. City Council authorize the Director of Community Planning, Toronto & East York District to enter into an agreement with Artscape to secure the provision and maintenance of 20 affordable rental units and 48 below-market ownership units, as identified in the amended zoning By-law.
 3. City Council authorize the City Solicitor to amend the Section 37 agreement to address the amendment to Zoning By-law 1169-2009.
 4. City Council direct staff to attend any OMB hearing on this matter in support of the zoning change, if required.

Financial Impact

The recommendations in this report have no financial impact.

DECISION HISTORY

On January 8, 2008 the Ontario Municipal Board approved By-law 1169-2009 with respect to the lands at 150 Sudbury Street. The proposal consists of 2 buildings, the first of which is under construction and the second of which will start construction in early 2010. As part of the Ontario Municipal Board decision the developer agreed to sell to either the City, or an arts organization approved by the City, 5,200 square meters of space in the first building to be used as artist live/work studios. The space was to be sold at below market costs to ensure that the units were affordable.

ISSUE BACKGROUND

After the OMB decision Artscape committed to purchase the 5200 square metres from the developer. The model, as defined in the in-force By-law is as follows. Artscape would sell approximately 1,500 square metres (the equivalent of 20 units) on the open market to subsidize the creation of 50 rental units (using the remaining 3,700 square metres). These rental units are required to be rented at 80% of Canada Mortgage and Housing Corporation (“CMHC”) average rent to ensure their affordability. The rental units would be managed by Artscape and would be used by artists as live/work studios. As Artscape worked through the financial realities of the model as defined in the By-law it became clear that it would not work. The amount of money raised by the sale of the 20 market units would not raise enough capital to give Artscape the money required to purchase all the space from the developer (\$8.4 million is the total cost). The recession and economic downturn also made the model unworkable.

Artscape then approached the City with an alternate model which included affordable ownership units as a way to make the financial aspects of the project viable.

COMMENTS

The Revised Model

The model as proposed by Artscape and accepted by City staff is as follows. None of the units will be sold on the open market for market prices. Instead, Artscape will sell 48 units as below-market ownership artist live/work studios, 20 units will be maintained as affordable rental and the last two units will be used as a coffee shop and gallery. The rental units will be managed by Artscape as live/work artist units, rented at no more than 80% of CMHC average rent. The gallery and coffee shop will also be owned by Artscape.

The below-market ownership units are being sold at 75% of the market rate for the equivalent size units in the neighbourhood. Artscape is taking a second mortgage on the units for the remaining 25%. This allows the purchaser, artists who have been screened to ensure compatibility with various conditions, to purchase live/work unit for below market rates. In addition, Artscape has registered an option to purchase on each unit which gives them the first right to purchase the unit when the owner wants to sell. Therefore, when an owner wants to sell the unit, they take 75% of the total selling cost and Artscape receives 25%. Artscape then passes the unit on to the next person on their waiting list for ownership units. Artscape uses the money gained from the sale of the unit, to secure the 25% second mortgage on the re-sold unit. The model is designed to ensure that all the units stay within the Artscape portfolio, and are therefore available only to artists in perpetuity, and are always sold for below-market prices due to the second mortgage.

Comments on the Revised Model

City staff and Artscape have worked since May on the revised model to ensure it complies with the original intent of the By-law. There were 2 main priorities when an agreement was reached with the developer to require artist live/work spaces within the building. The first was the desire to maintain the community of artists which inhabited the West Queen West Triangle. The second was to provide the units at an affordable rate.

The revised model certainly maintains the artist community. In fact, with the revised model there is a total of 68 artist live/work units (with a gallery and coffee shop occupying the other two units). In the original model 20 of the units were to be sold on the open market which would have only left 48 artist live/work units. The provision of 68 live/work artist units will create a large community of artists which will benefit the neighbourhood, and maintain some of the culture and vibrancy which defined the area in the past.

The affordability of the units was the other key aspect of the original model. Under the revised model 20 units will remain as affordable rental, with rents guaranteed at no more than 80% of the CMHC average rent. The requirement for a substantial number of rental units was seen as an important feature of any revised model and staff believe 20 units of rental is appropriate. City staff believe the ownership units, while not affordable, can be considered as below-market. Artists will be able to purchase the units for prices that are below market rates, thereby allowing them the ability to purchase, where they may not

have had that option previously. The city has also asked for, and Artscape has agreed, to ensure that all purchasers, and use of the ownership units, comply with a series of conditions which are detailed in the following section.

Conditions on the Units

City staff and Artscape have agreed to a number of conditions to secure both the rental and ownership units. These conditions will be secured in an agreement between Artscape and the City.

For the below market ownership units the conditions are as follows:

1. All the units sold will be sold at an initial offering of 25% less than the market price for the unit and they will only be sold to those purchasers pre-screened by Artscape.
2. A minimum of 75% of the units sold will be sold to working artists, the remaining 25% may be available to arts professionals if required.
3. Artscape will maintain a minimum second mortgage of 20% in each of the units in perpetuity (regardless on whether the unit has increased or decreased in value when the owner goes to sell the unit).
4. Income limits will be imposed on all units sold so that the monthly carrying cost of the unit is not lower than 25% of the net monthly income of the purchaser.
5. First option to purchase in favour of Artscape must be registered on the title of each unit sold.
6. Unit owner may only sublet to other people pre-screened by Artscape, and the cost cannot be above the carrying cost of the unit.

For the rental units the conditions are as follows:

1. Artscape will provide and maintain 20 rental units to be rented exclusively to qualified artists and non-profit arts professionals. The units must be of various sizes to accommodate a range of tenants and family types.
2. The rental units shall be maintained as rental units for a period of at least 25 years, beginning with the date that each unit is occupied.
3. The units shall be maintained at rents not to exceed 80% of CMHC average rent for the City of Toronto by unit type. Upon turn-over, the rent charged to any new tenant may not exceed the greater of the most recently charged rent or the most recently reported CMHC average rent for the City of Toronto by unit type. Rents may only be increased in accordance with the Provincial rent guideline and, if applicable, permitted above guideline increases for a period of 20 years.

4. Rents charged to tenants occupying a rental unit at the end of the 20 year period shall be subject only to annual increases which do not exceed the Provincial rent guideline and, if applicable, permitted above guideline increases, so long as they continue to occupy their rental unit or until the expiry of the 25 year rental tenure period with a phase-in period of at least three years for rent increases.
5. Rents charged to tenants newly occupying a rental unit after the completion of the 20 year period will not be subject to any of the conditions on rent increases as outlined above.

Changes to the By-law

There is only a minor change required to the zoning By-law required. The definition of *artist live/work studio* must be revised to the following:

Artist live/work studio shall mean a dwelling unit containing a studio space for the production of art and that a minimum of 20 of such units in Building A 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.

The developer involved with the project, Urbancorp, is aware of this change to the by-law and does not have concerns with the amendment.

Conclusion

The revised model meets the key priorities when the By-law was first negotiated between the City and the developer. It will allow for 68 artist live/work studios to be developed within the West Queen West Triangle, all of which are either affordable or will be sold at below market rates. City staff recommend the By-law amendment.

CONTACT

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SIGNATURE

Raymond David, Director
Community Planning, Toronto and East York District

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Item - 2010.TE30.2

Tracking Status

- City Council adopted this item on January 26, 2010 without amendments and without debate.
- This item was considered by the Toronto and East York Community Council on January 12, 2010 and adopted without amendment. It will be considered by City Council on January 26, 2010.
- See also By-law 784-2010

City Council consideration on January 26, 2010

TE30.2 - Zoning Amendment - 150 Sudbury Street

Decision Type: ACTION

Status: Adopted on Consent

Ward: 18 - Davenport

City Council Decision

City Council on January 26 and 27, 2010, adopted the following:

1. City Council amend the definition of artist live/work studio in Zoning By-law No. 1169-2009, Section 14 to read: artist live/work studio shall mean a dwelling unit containing a studio space for the production of art and that a minimum of 20 of such units in Building A 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.
2. City Council authorize the Director of Community Planning, Toronto and East York District to enter into an agreement with Artscape to secure the provision and maintenance of 20 affordable rental units and 48 below-market ownership units, as identified in the amended zoning By-law.
3. City Council authorize the City Solicitor to amend the Section 37 agreement to address the amendment to Zoning By-law 1169-2009.
4. City Council direct staff to attend any OMB hearing on this matter in support of the zoning change, if required.

Statutory - Planning Act, RSO 1990

Background Information (Community Council)

TE30.2 - Staff Report - 150 Sudbury Street - Zoning Amendment

<https://www.toronto.ca/legdocs/mmis/2010/te/bgrd/backgroundfile-25914.pdf>

Toronto and East York Community Council consideration on January 12, 2010

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PAGE 1 OF 3
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ON 2024/04/19 AT 14:08:26

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

This is Exhibit "F" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

PROPERTY DESCRIPTION: UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW NO. 1</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #2</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #3</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #4</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #5</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE <i>REMARKS: AT2497740</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE <i>REMARKS: AT2497741</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN <i>REMARKS: AT5729198.</i>		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT <i>REMARKS: AT5546921 TO AT5729198</i>		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76118-0005 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
REMARKS: APPOINTMENTS MSI SPERGEL INC. AS RECEIVER						

LAND
REGISTRY
OFFICE #66

76118-0015 (LT)

PAGE 1 OF 3
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:10:50

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #2		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #3		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #4		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #5		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE REMARKS: AT2497740	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE REMARKS: AT2497741	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN REMARKS: AT5729198.		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT REMARKS: AT5546921 TO AT5729198		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

LAND
 REGISTRY
 OFFICE #66

76118-0015 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
<i>REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER</i>						

PROPERTY DESCRIPTION: UNIT 6, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76118-0019 (LT)

PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:09:19

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW NO. 1</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #2</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #3</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #4</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #5</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE <i>REMARKS: AT2497740</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE <i>REMARKS: AT2497741</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN <i>REMARKS: AT5729198.</i>		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT <i>REMARKS: AT5546921 TO AT5729198</i>		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76118-0019 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
<i>REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER</i>						

LAND
REGISTRY
OFFICE #66

76118-0021 (LT)

PAGE 1 OF 3
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:12:59

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 8, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW NO. 1</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #2</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #3</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #4</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #5</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE <i>REMARKS: AT2497740</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE <i>REMARKS: AT2497741</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN <i>REMARKS: AT5729198.</i>		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT <i>REMARKS: AT5546921 TO AT5729198</i>		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76118-0021 (LT)

PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:12:59

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER						

LAND
REGISTRY
OFFICE #66

76118-0028 (LT)

PAGE 1 OF 3
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:14:08

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 15, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #2		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #3		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #4		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #5		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE REMARKS: AT2497740	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE REMARKS: AT2497741	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN REMARKS: AT5729198.		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT REMARKS: AT5546921 TO AT5729198		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76118-0028 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
<i>REMARKS: APPOINTMENTS MSI SPERGEL INC. AS RECEIVER</i>						

LAND
REGISTRY
OFFICE #66

76118-0041 (LT)

PAGE 1 OF 3
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:14:46

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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REGISTRY
OFFICE #66

76118-0041 (LT)

PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:14:46

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #2		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #3		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #4		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #5		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE REMARKS: AT2497740	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE REMARKS: AT2497741	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN REMARKS: AT5729198.		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT REMARKS: AT5546921 TO AT5729198		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76118-0041 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER						

LAND
REGISTRY
OFFICE #66

76118-0045 (LT)

PAGE 1 OF 3
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:16:26

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 6, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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 OFFICE #66

76118-0045 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #2		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #3		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #4		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #5		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE REMARKS: AT2497740	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE REMARKS: AT2497741	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN REMARKS: AT5729198.		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT REMARKS: AT5546921 TO AT5729198		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76118-0045 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756329	2021/06/02	DISCH OF CHARGE <i>REMARKS: AT4324752.</i>		ALTERNA SAVINGS AND CREDIT UNION LIMITED		C
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER <i>REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER</i>		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C

LAND
REGISTRY
OFFICE #66

76118-0053 (LT)

PAGE 1 OF 3
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:17:00

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 14, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT AT2497742.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: CONDOMINIUM FROM 21298-0435

PIN CREATION DATE: 2010/11/16

OWNERS' NAMES TORONTO ARTSCAPE INC.
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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REGISTRY
OFFICE #66

76118-0053 (LT)

PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:17:00

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #2		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #3		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #4		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 REMARKS: BYLAW #5		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE REMARKS: AT2497740	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE REMARKS: AT2497741	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND REMARKS: WF27767.	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN REMARKS: AT5729198.		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT REMARKS: AT5546921 TO AT5729198		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76118-0053 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756329	2021/06/02	DISCH OF CHARGE <i>REMARKS: AT4324752.</i>		ALTERNA SAVINGS AND CREDIT UNION LIMITED		C
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER <i>REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER</i>		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C

LAND
REGISTRY
OFFICE #66

76118-0068 (LT)

PAGE 1 OF 3
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:17:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 29, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

CONDOMINIUM FROM 21298-0435

PIN CREATION DATE:

2010/11/16

OWNERS' NAMES

TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
E4939AZ	1996/05/14	APL ANNEX REST COV				C
E362019	2000/10/03	NOTICE			CITY OF TORONTO	C
AT1719790	2008/02/27	NOTICE	\$2	WESTSIDE GALLERY LOFTS INC.		C
AT1784893	2008/05/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	ROGERS CABLE COMMUNICATIONS INC.	C
AT1929991	2008/10/22	TRANSFER EASEMENT	\$2	WESTSIDE GALLERY LOFTS INC.	GREATER TORONTO TRANSIT AUTHORITY CANADIAN NATIONAL RAILWAY COMPANY	C
AT2198441	2009/10/07	APL (GENERAL)		WESTSIDE GALLERY LOFTS INC.		C
REMARKS: PT 4 PL 66R17071 RE:WF27767						
AT2483854	2010/08/23	NOTICE	\$2	CITY OF TORONTO	WESTSIDE GALLERY LOFTS INC. DISTANCE ROAD CO. INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT2483856	2010/08/23	POSTPONEMENT		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
REMARKS: AT1784893 TO AT2483854						
AT2497740	2010/09/03	NOTICE	\$1	WESTSIDE GALLERY LOFTS INC.		C
AT2497741	2010/09/03	NOTICE	\$1	WESTSIDE GALERY LOFTS INC.		C
AT2497744	2010/09/03	APL ANNEX REST COV		TORONTO ARTSCAPE INC.		C
TCP2118	2010/11/12	STANDARD CONDO PLN				C
AT2549616	2010/11/12	CONDO DECLARATION		TORONTO ARTSCAPE INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT2560469	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW NO. 1</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560470	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #2</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560471	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #3</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560472	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #4</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2560473	2010/11/25	CONDO BYLAW/98 <i>REMARKS: BYLAW #5</i>		TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118		C
AT2561162	2010/11/26	NOTICE <i>REMARKS: AT2497740</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT2561163	2010/11/26	NOTICE <i>REMARKS: AT2497741</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO.2118 TORONTO ARTSCAPE INC.		C
AT3110448	2012/08/24	RESTRICTION-LAND		TORONTO ARTSCAPE INC.		C
AT3760267	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118	EDGE ON TRIANGLE PARK INC.	C
AT3760311	2014/12/05	TRANSFER REL&ABAND <i>REMARKS: WF27767.</i>	\$2	TORONTO STANDARD CONDOMINIUM COPORATION NO. 2118	EPIC ON TRIANGLE PARK INC.	C
AT5546921	2020/10/15	CHARGE	\$2,215,000	TORONTO ARTSCAPE INC.	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	C
AT5729198	2021/05/06	CHARGE	\$5,700,000	TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729199	2021/05/06	NO ASSGN RENT GEN <i>REMARKS: AT5729198.</i>		TORONTO ARTSCAPE INC.	FIRSTONTARIO CREDIT UNION LIMITED	C
AT5729200	2021/05/06	POSTPONEMENT <i>REMARKS: AT5546921 TO AT5729198</i>		COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION	FIRSTONTARIO CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76118-0068 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5756329	2021/06/02	DISCH OF CHARGE <i>REMARKS: AT4324752.</i>		ALTERNA SAVINGS AND CREDIT UNION LIMITED		C
AT5756580	2021/06/03	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2118		C
AT6496748	2024/01/16	APL COURT ORDER <i>REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER</i>		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C

This is Exhibit "G" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

LRO # 80 Notice

Recorded as AT2483854 on 2010 08 23 at 16:01

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 51

Properties

PIN 21298 - 0421 LT

Description PT OF ORDNANCE RESERVE, PLAN A ORDNANCE RESERVE TORONTO; PT ABELL STREET, PLAN ORDNANCE RESERVE TORONTO AS CLOSED BY BY-LAW NO. D33202, PTS 3, 4, 5, & 6 PL 66R23469; CITY OF TORONTO; S/T ROW OVER PTS 5 & 6 PLAN 66R23469 AS IN WF27767; T/W ROW OVER PTS 4, 7 & 8 PL 66R17071 AS IN WF27767, PARTIALLY RELEASED AS TO PART 4 PLAN 66R17071 AS IN AT2221543; T/W ROW OVER PTS 13 & 14 PL 66R17743 AS IN WF27767; S/T EASE OVER PTS 3, 4, 5, & 6 PL 66R23469 IN FAVOUR OF PTS 1 & 2 PL 66R23469 UNTIL DEDICATED AS PUBLIC HIGHWAY AS IN AT1707704 SUBJECT TO AN EASEMENT OVER PARTS 3-6 PLAN 66R23469 IN FAVOUR OF ENBRIDGE GAS DISTRIBUTIONS INC. AS IN AT2260571

Address TORONTO

PIN 21298 - 0422 LT

Description PT OF ORDNANCE RESERVE, PLAN A ORDNANCE RESERVE TORONTO, PTS 1 & 2 PL 66R23469; CITY OF TORONTO; T/W ROW OVER PTS 4, 7 & 8 PL 66R17071 AS IN WF27767; RELEASE AS TO PT 4 PL 66R17071 AS IN AT2198441; T/W ROW OVER PTS 13 & 14 PL 66R17443 AS IN WF27767; T/W EASE OVER PTS 3, 4, 5 AND 6 PL 66R23469 UNTIL DEDICATED AS PUBLIC HIGHWAY AS IN AT1707704 S/T AN EASEMENT IN FAVOR OF ROGERS CABLE COMMUNICATIONS INC. AS IN AT1784893. S/T AN EASEMENT AS IN FAVOUR OF GREATER TORONTO TRANSIT AUTHORITY AND CANADIAN NATIONAL RAILWAY COMPANY AS IN AT1929991.

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
Legal Services
Metro Hall
55 John Street
26th Floor, Station 1260
Toronto, ON M5V 3C6

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

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

Party To(s)

Capacity

Share

Name WESTSIDE GALLERY LOFTS INC.
Address for Service 1100 King Street West
Toronto, ON M6K 1E6

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

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

Name DISTANCE ROAD CO. INC.
Address for Service 1100 King Street West
Toronto, ON M6K 1E6

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

Schedule: See Schedules

The applicant(s) hereby applies to the Land Registrar.

Signed By

Denise Devenish	55 John St., 26th Floor Toronto M5V 3C6	acting for Applicant(s)	Signed	2010 08 23
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	2010 08 23
Tel	4163928047	
Fax	4163975624	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : T. WALL

THIS AGREEMENT made this 10th day of August, 2010.

BETWEEN:

**WESTSIDE GALLERY LOFTS INC. and
DISTANCE ROAD CO. INC.**
(the "Owners")

OF THE FIRST PART

- and -

CITY OF TORONTO
(the "City")

OF THE SECOND PART

WHEREAS:

- a) **WESTSIDE GALLERY LOFTS INC. and DISTANCE ROAD CO. INC.** (the "Owners") are the registered owners of lands in the City of Toronto, municipally known as 150 Sudbury Street, legally described in Schedule "A" hereto (the "Site");
- b) The Owners propose to develop two buildings on the Site consisting of an 8 storey west building, with a base podium of not more than 4 storeys with a maximum height of 15.1 metres prior to the first setback of a minimum depth of 2.0 metres (the "West Building"), and an 18 storey east building with a base podium of not more than 8 storeys with a maximum height of 29.5 metres. The first setback shall occur immediately above the 5th storey and no higher than 17.7 metres, with a minimum depth of 2.0 metres (the "East Building") (collectively known as the "Development");
- c) The Owners applied for amendments to the Official Plan and Zoning By-law for the City 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 Owners appealed the Planning Applications to the Ontario Municipal Board and the Ontario Municipal Board rendered a Decision that was issued on January 10, 2007 approving the Planning Applications;
- g) The Owners have elected to provide certain facilities, services and matters in return for the authorized increases in height and density as set forth in the Official Plan Amendment, as amended by City Council at its meeting of July 6 and 7, 2010 and Zoning By-law Amendment, as amended by City Council at its meeting of January 26 and 27, 2010 and as attached as Schedules "B" and "C" hereto, respectively, which were approved by the Ontario Municipal Board in a memorandum of oral decision dated January 8, 2008;
- h) City Council has agreed to use the City's powers under Subsection 37(1) of the Planning Act; and
- i) This Agreement has been entered into by the Owners 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 Owners' 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 "**Above-grade Building Permit**" means a Building Permit which permits the construction of a Building, or portion thereof, above-grade and includes a superstructure Permit;

1.1.2 "**Accepted Engineering Drawings**" means detailed engineering design drawings for the review and acceptance by the Executive Director, Technical Services, of the City in accordance with the City's standards and specifications for all services;

1.1.3 "**Agreement**" means this agreement and all amendments hereto or replacements thereof;

1.1.4 "**Amending By-laws**" means the Official Plan Amendments and Zoning By-law Amendments attached hereto as Schedules "B" and "C" respectively;

1.1.5 “**Architectural & Landscape Plans**” means architectural plans and elevations prepared by Kirkor Architects and Planners and landscape plans prepared by Terraplan Landscape Architects Inc. listed in the schedules of the Site Plan Agreement;

1.1.6 “**Arts Organization**” means Artscape or another non-profit organization which manages artist live/work space which is acceptable to the Executive Director, Toronto Culture;

1.1.7 “**Building**” means a building for which a Building Permit is required, but does not include a temporary sales office or sales pavilion;

1.1.8 “**Building Code Act, 1992**” means the *Building Code Act, 1992*, S.O. 1992, c.23, as amended;

1.1.9 “**Building Permit**” means a permit, issued by the City pursuant to the *Building Code Act, 1992*, to construct a Building on the Site, or any portion of a Building, but does not include any permit issued by the City pursuant to the *Building Code Act, 1992*, to alter, repair or renovate the building existing on the Site at the time the Owners submitted the Planning Applications or any permit to construct a sales office or a portion thereof on the Site;

1.1.10 “**Chief Planner**” means the Chief Planner and Executive Director, City Planning with the City of Toronto;

1.1.11 “**Condominium Registration**” means registration as defined under Section 2 of the *Condominium Act, 1998*, SO. 1998 as amended;

1.1.12 “**Construction Price Index**” means the Construction Price Index issued by Statistics Canada for Apartment buildings in the Toronto census metropolitan area;

1.1.13 “**Core Servicing Agreement**” – means an agreement dated August 29, 2008 among the City of Toronto, West Queen West Triangle Landowners Group Limited, Bohemian Embassy Residences Inc, Westside Gallery Lofts Inc., Distance Road Co. Inc. and Abell Investments Limited that addresses the provision of certain municipal services for this Site and others;

1.1.14 “**Development**” has the meaning ascribed to that term in the Recitals to this Agreement;

1.1.15 “**Development Charges Act**” means the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended;

1.1.16 “**Development Charges**” means those charges under the City’s Development Charges By-law, being By-law No. 547-2004, as amended;

1.1.17 “**Final Building Permit**” means the final Building Permit issued subsequent to the Above-grade Building Permit which allows the completion of the Building;

- 1.1.18 **“GTTA/CNR Agreement”** has the meaning set forth in Section 10.1;
- 1.1.19 **“Official Plan”** means the Official Plan for the City of Toronto, as amended, which is in force with respect to the Site on the date of execution of this Agreement;
- 1.1.20 **“Official Plan Amendment”** means the Official Plan Amendment attached hereto as Schedule “B”;
- 1.1.21 **“Parties”** means the Owners and the City;
- 1.1.22 **“Permitted Encumbrances”** means the encumbrances listed in Schedule “D” hereto;
- 1.1.23 **“Planning Act”** has the meaning ascribed to that term in the Recitals to this Agreement;
- 1.1.24 **“Planning Applications”** has the meaning ascribed to that term in the Recitals to this Agreement;
- 1.1.25 **“Publicly Accessible Open Space”** has the meaning set forth in Section 5;
- 1.1.26 **“PAOS Easement”** has the meaning set forth in Section 5.7;
- 1.1.27 **“Site”** has the meaning ascribed to that term in the Recitals to this Agreement;
- 1.1.28 **“Site Plan Agreement”** refers to the site plan agreement for this Site dated -----, 2010 between the Owners and the City;
- 1.1.29 **“Title Opinion”** means a Solicitor’s title opinion in the City’s standard form;
- 1.1.30 **“Zoning By-law”** means the former City of Toronto By-law No. 438-86, as amended; and
- 1.1.31 **“Zoning By-law Amendment”** means the Zoning By-law Amendment in the form and having the content attached hereto as Schedule “C”.
- 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” – Official Plan Amendments;
- 1.2.3. Schedule “C” – Zoning By-Law Amendments;
- 1.2.4. Schedule “D” - Permitted Encumbrances; and
- 1.2.5. Schedule “E” - Map of PAOS.

2. CONFIRMATION OF RECITALS

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

3. PARKS

- 3.1 It is acknowledged and agreed by the City that the Owners shall make a cash-in-lieu payment of parkland contribution in respect of the Development in the amount of five percent (5%) of the value of the Site proposed for residential purposes (the “Parkland Contribution”). The Parkland Contribution shall be directed by the City to the South District Local Parkland Acquisition Reserve Fund XR2208. The parties agree that, notwithstanding the above requirement of the Owners to pay to the City the Parkland Contribution, the Owners, or a related company, may satisfy the Parkland Contribution by dedicating to the City land to be used for park purposes for a new park that has been proposed by the City south of Queen Street West running between Abell Street and Lisgar Street. The size of the land dedication will be agreed to between the parties hereto.
- 3.2 The Owners shall not be liable, with respect to the Site, to make any further contribution of lands to the City in respect of parks, or cash-in-lieu payment of park land contribution, other than the Parkland Contribution described in Section 3.1 above, whether pursuant to a by-law passed under Section 42 of the *Planning Act*, as amended, or as a condition of receiving any other permission in respect of the Development (including but not limited to approval of one or more plans of condominium). The City acknowledges that the Development is exempt from any municipal by-law passed pursuant to Policy 5 in Section 3.2.3 of the City of Toronto Official Plan concerning conveyance of lands for park purposes that may be or has been enacted pursuant to Section 42 of the *Planning Act*.
- 3.3 Should the development outlined in the settlement dated October 23, 2007 not proceed and, for any reason, should the owner not provide or should the owner request the return of the cash contribution, the parkland contribution for any other development on the site would be determined based on the size of the site in 2006 (10,002 square metres).

4. CASH CONTRIBUTION

- 4.1 Prior to the issuance of a Final Building Permit, the Owners shall provide a letter of credit in a form acceptable to the City for \$1,250,000 indexed from June 30, 2009, in accordance with the Construction Price Index to the City for one or more of the following capital facilities to enhance the area’s role as an employment cluster within the vicinity of the Site:
- i. affordable live/work spaces for artists owned and operated by the City or a not-for-profit artspace management organization approved by the Chief Planner in consultation with the Executive Director, Toronto Culture;

- ii affordable workspaces for artists owned and operated by the City or a not-for-profit artspace management organization approved by the Chief Planner in consultation with the Executive Director, Culture;
- iii new work space for Toronto Public Health to allow community and/or arts use of the previous Toronto Public Health work space; and/or
- iv. 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.

4.2 \$250,000 of this amount may be used for costs related to the relocation of the Public Health Offices from 1115 Queen Street West.

5. PUBLICLY ACCESSIBLE OPEN SPACE

5.1 The Owners covenant and agree, at their sole expense, to provide and maintain, at grade, the unencumbered R.O.W. for Pedestrian Access and Publicly Accessible Landscaped Public Open Space as shown on Schedule “E” attached hereto (the “**PAOS**”), as open and accessible to the public at all times.

The Owners covenant and agree that the PAOS required to be provided in accordance with Section 5.1 above shall be:

- i) publicly accessible as defined in Section 5.3;
- ii) designed to provide direct access between streets, buildings and/or other public spaces and/or common outdoors spaces; and
- iii) used only for the purposes set out in the Zoning By-law Amendment.

5.3 For the purpose of Section 5.2 above, PAOS means:

- i) open and accessible to the public at all times, but where such access may be refused, or a person required to leave the PAOS, in the case of any person who:
 - (1) unreasonably interferes with the ability of other members of the public or lawful occupants to use the PAOS;
 - (2) carries on an unlawful activity;
 - (3) acts in a manner unreasonably inconsistent with the intended use of the PAOS;
 - (4) injures or attempts to injure any person, property or property rights; and

- (5) commits or attempts to commit any criminal or quasi-criminal offence, and in such event(s) such person(s) may be refused access to the PAOS.
- 5.4 Notwithstanding any other provision in this agreement, the City and the Owners acknowledge and agree that the PAOS shall be designed to encourage passive activities rather than active recreation.
- 5.5 The City agrees to use its reasonable best efforts to ensure that any landscaping required on the site known municipally in 2007 as 150 Sudbury Street shall also be designed to encourage passive activities rather than active recreation.
- 5.6 The Owners covenant and agree to construct the PAOS with materials specified in the Site Plan Agreement in accordance with Architectural and Landscape Plans and Drawings to the satisfaction of the Chief Planner, and the Owners covenant and agree to coordinate the preparation and implementation of the Landscape Plans and Drawings with the Landscaped Plans and Drawings prepared in support of the Site Plan Agreements for 48 Abell Street, 1171 Queen Street West and the public park at 90 Lisgar Street.
- 5.7 The Owners covenant and agree to transfer to the City prior to condominium registration an easement along the surface of the lands which constitute the PAOS for the purposes of providing access through the PAOS, including any rights to support and free and clear of any encumbrances (the “PAOS Easement”) for nominal consideration and to the satisfaction of the City Solicitor. The PAOS Easement shall be an exclusive easement except for any utility easements granted to the Owners which are necessary to benefit the balance of the Development. Any utility easements to be granted over the PAOS shall be approved by the Executive Director, Technical Services and in any event, shall not interfere with the public use of the PAOS.
- 5.8 The Owners covenant and agree to pay all agreed costs associated with the preparation and registration of all necessary documents and plans related to the PAOS Easement.
- 5.9 The following areas shall be publicly accessible:
 - i. Courtyard: the entire north courtyard except any portion thereof which is within 3 metres of a portion of a building façade which includes a window of a residential unit at the ground floor;
 - ii. Between 48 Abell Street (west tower) and 150 Sudbury Street (west building): at a minimum, the drivable surface shall be publicly accessible; and
 - iii. All parts of the landscaped open space which are not within 3 metres of a portion of a building façade which includes a window of a residential unit at the ground floor.

- 5.10 The Owners covenant and agree to maintain the PAOS reasonably free and clear of water, snow, ice and all other obstructions at its sole expense and shall not erect or cause to be erected or place in, over, or upon the PAOS any structure or building, physical encumbrances, obstructions or works of any kind in perpetuity, except as approved by the Chief Planner.
- 5.11 The Owners and the City acknowledge and agree that the Owners shall have the right at all reasonable times to enter upon the PAOS Easement lands for the purpose of maintenance, repairs and replacements of the pathway and any appurtenances situate in the PAOS Easement lands, or there under, there above, or adjacent thereto, provided the Owners in exercising such right of access, shall not unreasonably interfere with the use of the PAOS Easement as granted and shall exercise all reasonable care in conducting its operations and shall restore the PAOS Easement lands to the same or an improved condition, as existed immediately prior to such entry.
- 5.12 The Owners covenant and agree that it shall from time to time and all times hereafter fully indemnify and save harmless the City, its councillors, directors, officials, officers, employees, consultants, contractors, agents, successors and assigns, or any of them, from and against all actions, causes of action, suits, claims, demands, damages, liability, interest, expenses, losses, costs, liens, charges, prosecutions and other proceedings whatsoever (the "Claim(s)") which may be brought against or made upon the City, its councillors, directors, officials, officers, employees, consultants, contractors, agents, successors and assigns, or any of them, in respect of arising out of the acquisition of the PAOS Easement or the City's or the general public's exercise of the rights transferred to them by the PAOS Easement, or in respect of or arising out of any loss, damage or injury (including death resulting from injury) to any person or property, howsoever caused directly or indirectly, resulting from or sustained by reasons of any act or omission of the Owners or any person for whom it is in law responsible including but not limited to any act or omission connected with any utility easements granted over the PAOS, in connection with any of the purposes set out in the PAOS Easement or in this agreement with respect to the PAOS Easement, save and except to the extent that any such Claims arise by virtue of the negligence and/or willful neglect of the City or any person or persons for whom it is responsible at law.
- 5.13 The Owners covenant and agree to take out and maintain, at its expense, as part of its general insurance coverage, commercial general liability insurance with respect to the PAOS Easement acceptable as to form, limits and conditions to the City for a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence (such limit to be reasonably increased from time to time) to reflect an amount which would be maintained by a prudent owner as determined by the City covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the lands subject to the PAOS Easement. The insurance policy shall include the City as an additional insured and shall contain a cross-liability

and severability of interest clause and include contractual liability coverage. The liability insurance policy shall provide that any breach of a condition of the policy by an insured shall not affect protection given by the policy to any other insured. The liability insurance policy shall contain a clause providing that the insured will not cancel or refuse to renew the said insurance without first giving the City thirty (30) days prior written notice thereof. The Owners agree to supply the City with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the Chief Planner within thirty (30) days of issuance and evidence of continuance shall be remitted to the City at least thirty (30) days prior to the expiration of any insurance policy. The Owners shall provide to the City a copy of the insurance policy upon request.

- 5.14 None of the provisions of this Agreement, nor the use of, nor the access to the Publicly Accessible Open Space will be deemed to be a dedication of the fee or ownership to the public by the Owners, or an acceptance of dedication of the fee or ownership by the City of the lands on which the Publicly Accessible Open Space is located.

6. RELATIONSHIP WITH ADJACENT DEVELOPMENT SITES

- 6.1 The City acknowledges and agrees that the Owners have provided the City with Architectural and Landscape Plans, and that the owners of sites known municipally as 48 Abell and 1171 Queen Street West have submitted plans, as part of the their applications for site plan approval, for review by the Chief Planner. On the basis of that review and issuance of Notice of Approval Conditions (the “NOAC”) for site plan approval, the Chief Planner is satisfied that such plans collectively constitute an integrated landscaping plan as it relates to the Site.
- 6.2 The City acknowledges and agrees that the Owners have incorporated accessible connectivity between the Site and the site known municipally as 48 Abell Street as part of the Owners’ planning applications to the satisfaction of the Chief Planner. On the basis of that review and issuance of the NOAC for site plan approval, the Chief Planner is satisfied with such integrated bicycle and pedestrian connectivity as it relates to the Site.
- 6.3 The City acknowledges and agrees that the Owners have provided the City with a plan showing shared loading and vehicular access with 48 Abell Street as part of the Owners’ application and proposed applications for site plan approval for review by the Chief Planner.

7. CONVEYANCES

- 7.1 Prior to the commencement of the extension of Sudbury Street (excluding the construction of the crash wall), or prior to the issuance of a Final Building Permit, whichever comes first, the Owners shall convey in escrow for nominal consideration and at no cost to the City lands within the heavy line shown on Map 1 of the Zoning By-law Amendment that are required for the extension of Sudbury Street (the “Sudbury Street

Lands”), and the Owners covenant and agree to pay for any decommissioning associated therewith, to the satisfaction of the Executive Director, Technical Services.

7.2 Without limiting the requirement for decommissioning of the Sudbury Street Lands set out in Section 7.1 above, the Owner shall in relation to the Sudbury Street Lands.

- i. pay all costs associated with the City retaining a third party peer reviewer and a 7% administrative cost to the City and submit to the Executive Director, Technical Services, a certified cheque payable to the Treasurer, City of Toronto, in the amount of \$3,000.00, as an initial deposit towards the cost of peer review, submit further deposits when requested to cover the costs of retaining a third party peer reviewer;
- ii. submit a statement to the Executive Director, Technical Services, for peer review and concurrence, that , based on all the necessary supporting documents the Sudbury Street Lands meet either:
 - 1) the applicable MOE Generic Site Condition Standards (Table 1, 2, or 3) for the most environmentally sensitive adjacent land use or’
 - 2) The Property Specific Standards (PSSs) as approved by the MOE for a Risk Assessment/Risk Management Plan which was conducted in accordance with the City Policies and Conditions for Acceptance of Risk Assessed Lands (Clause 18, of Works Committee Report 2, April 25, 26 and 27, 2006); and
 - 3) it is unlikely that there is any off-site contamination, resulting from past land uses on the Site that has migrated from the Site on to the adjacent rights-of-way, that would exceed applicable Soil Conditions Standards;
- iii file a Record of Site Condition (RSC) in accordance with O. Reg. 153/04 on Ontario Environmental Site Registry for the Sudbury Street Lands; and
- iv submit the Ministry of Environment’s Letter of Acknowledgement of Filing of RSC confirming that the RSC for the Sudbury Street Lands has been prepared and filed in accordance with O. Reg 153/04, and that the MOE will not audit the RSC at this time, or that the RSC has passed an MOE audit, to the Executive Director, Technical Services.

7.3 Conveyance of the Sudbury Street Lands in Escrow

- i. The City and the Owners agree to execute and deliver to one another an escrow agreement prior to issuance of a Final Building Permit for a building in Phase 1. Among other matters, the escrow agreement shall contain provisions regarding the appointment of an escrow agent (the “Escrow Agent”).
- ii. Prior to the execution of the escrow agreement, the Owners and the City agree to coordinate preparation of a street transfer deed and to sign-off for completeness in order to provide the Escrow Agent with release authority. The street transfer deed

will thereafter be held by the Escrow Agent in accordance with the terms of the escrow agreement.

- iii. Following the messaging of such street transfer deed to the Escrow Agent, the Owners agree that they shall not encumber nor permit the encumbrance of title to the Sudbury Street Lands. The owner may transfer the Sudbury Street Lands provided that, upon transfer of the Sudbury Street Lands, the Owners shall forthwith provide the Escrow Agent with a replacement street transfer deed from the transferee to the City, being in form and substance satisfactory to the City acting reasonably, all at no cost to the City.
- iv. The Owners agree to take all necessary actions to ensure that the street transfer deed is in a registrable form at all times, including replacing the street transfer deed held by the Escrow Agent with a form thereof amended to comply with current statutory or regulatory requirements to facilitate registration, all at no cost to the City. In the event that the street transfer deed is lost, misplaced or destroyed, the Owners shall coordinate with the City delivery to the Escrow Agent a replacement street transfer deed that complies with the then current regulations, at no cost to the City.

8. ARTS ORGANIZATION BENEFITS

- 8.1 The Owners will sell an Arts Organization 56,000 sq. ft. of gross floor area of space finished to a proper live/work standard, including kitchens with four appliances, bathrooms and heating/air conditioning systems, satisfactory to the Arts Organization.
- 8.2 The Arts Organization will have its own dedicated lobby and over-sized elevator, as acceptable to the Arts Organization.
- 8.3 The selling price will be \$150 per sq. ft. for a total purchase price of \$8,400,000. The space will accommodate approximately 72 individual units. There will be a range of unit sizes with a minimum of 550 useable square feet, floor to ceiling height of no less than 10 feet, access to natural ventilation through operable windows and controlled mechanical ventilation, and meet day-lighting standards for residential developments.
- 8.4 The costs payable by the Arts Organization are actual costs and there will be no indexing or increase in the costs payable by the Arts Organization, even in the event there is an increase in costs to the developer.
- 8.5 The Arts Organization will set up a separate corporation to own and operate the units. They will pay their share of common expenses but these will be minimized, for example, by not using some of the condominium facilities such as: the fitness facility, swimming pool, concierge service, etc.
- 8.6 The Arts Organization space will be located in the first three floors of the East Building, including all of the ground floor units facing Abell Street. The ground floor units will have individual entrance doors on Abell Street and could be used by artists to show their work.

- 8.7 The Arts Organization space will be zoned residential, however, this space will satisfy the non-residential space requirements for the development.
- 8.8 The City will treat the Arts Organization space similar to non-profit housing and will endeavour to waive application and all other fees for the Arts Organization component, including Site Plan, building permit, various inspection, occupancy and condominium fees. Consistent with this “non-profit” approach, the City will try to waive annual property taxes on the Arts Organization space, subject to the Arts Organization providing affordable rental units at eighty percent (80%) of the CMHC average rent.
- 8.9 Loading and garbage facilities will be shared with the condominium corporation(s) located at the property known in 2007 as 150 Sudbury Street.
- 8.10 The Owners’ architect will work with the Arts Organization to achieve mutually agreeable unit layouts and come to an agreement regarding finishes, fixtures and fittings.
- 8.11 The Arts Organization may, at its discretion, replace any of the artist live/work space with affordable artist work studios. The Arts Organization may, at its discretion, use up to ten percent (10%) of its space for other commercial uses.
- 8.12 The Owners agree to retain a third party inspector, approved by the City, to inspect the space to be sold to the Arts Organization to ensure that all conditions of City approvals and applicable building standards have been met and that all space, fixtures and finishes are in a good state of repair.
- 8.13 Artscape has provided to Westside a financing commitment (the “Financing Commitment”) which is acceptable to Westside.
- 8.14 Notwithstanding the Financing Commitment, if Artscape fails for any reason to close the transaction with Westside, as contemplated in the Agreement of Purchase and Sale executed December 2, 2008, Westside will give the City written notice of Artscape’s failure to close (the “Default Notice”). The City will have 10 days from receipt of the Default Notice to advise Westside that it will close the transaction for its own account or on behalf of another Arts Organization.
- 8.15 If the City or an Arts Organization approved by the City, does not complete the transaction, then the City agrees that Westside has satisfied its obligation to provide the Arts Organization Benefits pursuant to Article 8 of this Agreement.

9. LEED CERTIFICATION

- 9.1 The project will be LEED registered and will follow a rigorous process that includes energy conservation and recycling of materials to obtain LEED certification.

10. SUDBURY STREET EXTENSION

- 10.1 The Owners shall construct, or cause another party to construct, the extension of Sudbury Street from the intersection of Gladstone Avenue and Queen Street West to its existing terminus, providing that in the event that Sudbury Street has not been extended from its existing terminus to the westerly boundary of the site known municipally in 2007 as 150 Sudbury Street, the City will make all necessary arrangements to enable the Owners to construct that portion of the extension.

11. ABELL STREET

- 11.1 The Owners will convey the land they own required for the Abell Street right-of-way to the City at no cost. Remediation must be completed to City and Ministry of the Environment standards at no cost to the City prior to the conveyance.
- 11.2 The Owners will pay the cost of building fifty percent (50%) of the portion of the Abell Street Extension that is adjacent to the Owners' property.
- 11.3 The City already holds a Letter of Credit from the Owners in the amount of \$110,000 from a previous rezoning on the same site. These funds will be credited towards the Owners' portion of the construction of the Abell Street extension. as shown on Map 3.

12. CAR SHARE

- 12.1 The Owners shall provide a minimum of 2 parking spaces for car-share purposes, as defined in the Zoning By-law Amendment, on the Site. For greater certainty and without limiting the generality of the foregoing, the car-share parking spaces shall be for the use of members of the car-share program including any non-residents who are members of the car share program.
- 12.2 If after a period of not less than three (3) years following the date of registration of the last condominium or the date of occupancy of the last rental unit on the Site, the car-share operation fails to be sustainable, to the satisfaction of the Chief Planner, whose decision in this regard is final and binding, the car-share parking spaces may revert for use as non-car-share parking spaces, in accordance with the provisions of the Zoning By-law Amendment.

13. CRASH MITIGATION MEASURES

- 13.1 Prior to initial occupancy of a Building on the Site, the Owners shall construct, or cause another party to construct, crash mitigation measures related to the rail corridor, including but not limited to a berm, as set out in the agreement dated February 26, 2008 with

Greater Toronto Transit Authority and Canadian National Railway Company (the “**GTTA/CNR Agreement**”) and pursuant to the Core Servicing Agreement, to the satisfaction of the Chief Planner and at no cost to the City.

- 13.2 The Owners shall register on title the GTTA/CNR Agreement and shall provide proof of such registration to the City Solicitor and the Chief Planner.

14. STREET TREE IRRIGATION

- 14.1 The Owners shall provide an irrigation system for all street trees adjacent to the Site on the north side of the public right of way of the extension of Sudbury Street and on the Abell Street right-of-way, with automatic timer or other arrangements for tree irrigation. The irrigation system shall be designed to be water efficient by a Certified Landscape Irrigation Auditor (CLIA) and constructed with a back flow preventer to the satisfaction of the Executive Director of Technical Services, or some other system that is consistent with City policies.

15. ENUREMENT

- 15.1 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.
- 15.2 Notwithstanding anything in this Agreement to the contrary, in the event the City acquires any part of the Site for any municipal purpose, including road widenings and extensions, the City shall not be bound by this Agreement as an owner.

16. REGISTRATION OF AGREEMENT

- 16.1 The Owners hereby consent, at their sole expense, to the registration of the Agreement against title to the Site, provided however that in the event that the Agreement is terminated pursuant to the provisions of Section, 23.1, then the City shall forthwith execute all requisite documents or assurances in order to discharge and delete the registration of this Agreement from the title to the Site.

17. TITLE/POSTPONEMENTS

- 17.1 The Owners hereby agree 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 and the Permitted Encumbrances in the form attached hereto as Schedule “D”, on the Site.

17.2 The Owners shall provide to the City, a Solicitor's title opinion substantially in the form of the City's standard title opinion satisfactory to the City Solicitor, prior to registration of this agreement. The Owners acknowledge that any contributions or payments made to the City pursuant to this Agreement are separate and distinct from any other payments the Owners 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*, subject to Article 3 and Article 4 herein. The Owners further acknowledge that the Owners 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, and as required by statute.

18. FURTHER ASSURANCES

18.1 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.

19. NOTICES

19.1 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:

To the Owners at:

Westside Gallery Lofts Inc.

1100 King Street West

Toronto, ON M6K 1E6

Distance Road Co. Inc.

1100 King Street West

Toronto, ON M6K 1E6

To the Owners' Solicitors at:

Andrew Paton, Q.C.

181 University Avenue, Suite 2200

Toronto ON M5H 3M7

Fax: 416.644.1289

To the City at:

City Clerk

Toronto City Hall

13th Floor W., 100 Queen St. W.

Toronto ON M5H 2N2

Fax: 416.392.4900

- 19.2 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.
- 19.3 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).

20. SEVERABILITY

- 20.1 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.
- 20.2 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.

21. JURISDICTION OF ONTARIO MUNICIPAL BOARD

- 21.1 Nothing herein shall be construed as purporting to limit the authority of the Ontario Municipal Board to make amendments to the Official Plan and Zoning By-law affecting the Site or to limit the Owners' ability to appeal such Official Plan and 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.

22. JURISDICTION TO ENTER INTO AGREEMENT

- 22.1 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 Owners and the City agree that the Amending By-laws may be repealed by the City, and the Owners covenant and agree not to oppose or question or cause to be opposed or questioned, the repeal thereof.
- 22.2 Notwithstanding Section 22.1, 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 Owners and the City agree, and the remainder of the Agreement shall continue in full force and effect, *mutatis mutandis*; and in such case, the Owners 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 Owners 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 23.1 shall apply to such repeal.

- 22.3 It is agreed and acknowledged by the Parties hereto that each is satisfied as to the jurisdiction of the Ontario Municipal Board to pass the Amending By-laws [and each Party hereto is satisfied as to the jurisdiction of the other to enter into this Agreement. The Owners therefore covenant and agree 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 Owners 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.

23. INTERPRETATION

- 23.1 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.
- 23.2 This Agreement shall be construed with all changes in number and gender as may be required by the context.

24. FORCE MAJEURE

- 24.1 Notwithstanding anything in this Agreement to the contrary, if the Owners 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.

25. SALES

- 25.1 Notwithstanding anything in this Agreement to the contrary, if the Owners are *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 Owners shall be and are

entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after cessation of such economic conditions.

26. GOVERNING LAW

- 26.1 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.
- 26.2 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.

27. APPLICABLE LAW

- 27.1 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.

28. ENFORCEMENT

- 28.1 The Owners agree that the facilities, works and matters required by this Agreement shall be provided and maintained by the Owners at their sole risk and expense and to the satisfaction of the City. In addition, the Owners agree that upon failure by them 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 Owners' expense and collect the cost in like manner as municipal taxes as provided for in Section 386 of the City of Toronto Act, 2006.
- 28.2 Further, the Owners acknowledge that any breach of this Agreement by the Owners would not be adequately compensated by payment of damages and, accordingly, the Owners admit that specific performance is an appropriate form or remedy in the event of default by the Owners.

29. TAXES

- 29.1 The Owners covenant and agree 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 Owners, including any service, matter or thing required under Section 114 of the *City of Toronto Act, 2006* provided:
- a) such indemnity shall be net of any rebate available to the City; and
 - b) the Owners may defend against the imposition of such taxes in the name of the City provided that the Owners may, in such event, elect to pay and satisfy any such claim for taxes in such event the City shall inform the Owners fully of such claim for taxes and shall offer the Owners every co-operation in the defence of said claim for taxes.

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 Owners will be responsible for the payment thereof and will fully indemnify and save harmless the City with respect thereto.

- 29.2 Upon the request of the Owners, the City agrees that it shall provide the relevant, if any, GST registration number for a particular department or agency of the City.

30. TIME OF THE ESSENCE

- 30.1 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.

31. EFFECTIVE DATE

31.1 This Agreement shall be effective from and after the date of execution of this Agreement by all parties.

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 August, 2010.

**APPROVED AS
TO FORM**

For Anna Kinastowski
City Solicitor

CITY OF TORONTO

Per: Raymond M. David
Name: **RAYMOND DAVID**
Title: **DIRECTOR**

Per: _____

Name:
Title:
I/We have authority to bind the corporation.

WESTSIDE GALLERY LOFTS INC.

Per: _____

Name:
Title:
Per: Alan Saskin

Name: **ALAN SASKIN**
Title: **PRESIDENT**
I/We have authority to bind the corporation.

DISTANCE ROAD CO. INC.

Per: _____

Name:
Title:
Per: Alan Saskin

Name: **ALAN SASKIN**
Title: **PRESIDENT**
I/We have authority to bind the corporation.

SCHEDULE "A"
LEGAL DESCRIPTION OF SITE

150 SUDBURY STREET

PIN 21298-0421 (LT)

Part of Ordnance Reserve, Plan A Ordnance Reserve Toronto, Part Abell Street, Plan Ordnance Reserve, Toronto, as closed by By-Law No. D33202, designated as Parts 3, 4, 5 and 6, Plan 66R-23469; subject to a right-of-way over Parts 5 and 6, Plan 66R-23469 as in WF27767; together with a right-of-way over Parts 4, 7 and 8, Plan 66R-17071 as in WF27767; partial released as to Part 4, Plan 66R-17071 as in AT2221543; together with a right-of-way over Parts 13 and 14, Plan 66R-17743 as in WF27767; subject to an easement over Parts 3, 4, 5 and 6, Plan 66R-23469 in favour of Parts 1 and 2, Plan 66R-23469 until dedicated as a public highway as in AT1707704, subject to an easement over Parts 3, 4, 5 and 6, Plan 66R-23469 in favour of Enbridge Gas Distribution Inc. as in AT22600571.

PIN 21298-0422 (LT)

Part of Ordnance Reserve, Plan A Ordnance Reserve Toronto, designated as Parts 1 and 2, Plan 66R-23469, City of Toronto, together with a right of way over Parts 4, 7 and 8, Plan 66R-17071 as in WF27767; release as to Part 4, Plan 66R-17071 as in AT2198441; together with right of way over Parts 13 and 14, Plan 66R-17443 as in WF27767; together with easement over Parts 3, 4, 5 and 6, Plan 66R-23469 until dedicated as public highway as in AT1707704; subject to an easement in favour of Rogers Cable Communications Inc. as in AT1784893; subject to an easement in favour of the Greater Toronto Transit Authority and Canadian National Railway as in AT1929991.

SCHEDULE "B"

CITY OF TORONTO

BY-LAW No. 1168-2009(OMB)

**To adopt Amendment No. 384 to the Official Plan for the former City of Toronto
with respect to lands municipally known as 150 Sudbury Street.**

WHEREAS authority is given to the Ontario Municipal Board under Sections 17 and 22 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to direct that this by-law be enacted;

THEREFORE the Official Plan for the former City of Toronto is amended as follows:

1. The text and map annexed hereto as Schedule "A" are hereby adopted as an amendment to the Official Plan for the former City of Toronto.
2. This is Official Plan Amendment No. 384.

PURSUANT TO THE DECISION/ORDER OF THE ONTARIO MUNICIPAL BOARD ISSUED ON JANUARY 8, 2008 IN BOARD CASE NO. PL051203, PL060087 AND PL060443.

SCHEDULE "A" to By-law 1168-2009

1. Section 18 of the Official Plan for the former City of Toronto is hereby amended by adding the following Section 18.699 and the attached Map 18.699:

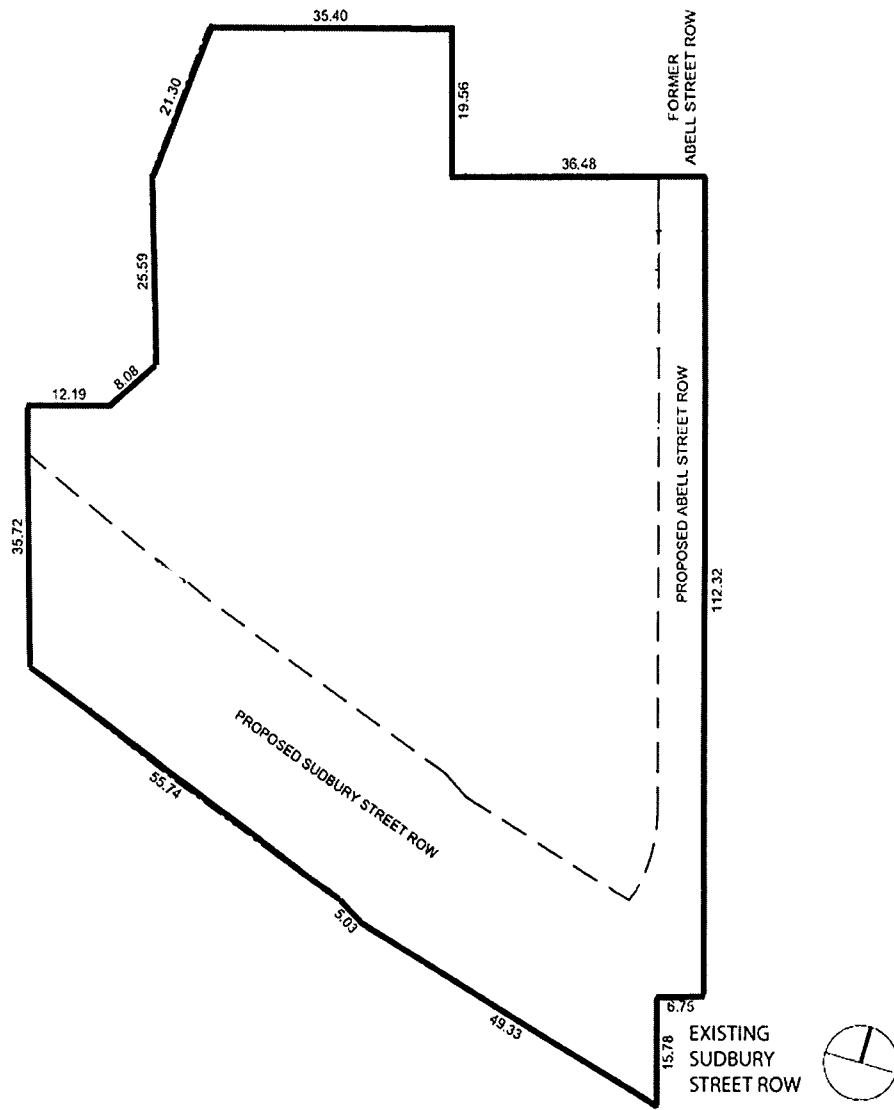
“18.699 Lands municipally known as No. 150 Sudbury Street.

 See Map 18.699 at the end of this Section.

Notwithstanding Section 3.12 of the Garrison Common North Official Plan Part II (Section 19.10 of the Part I Official Plan), and any other provision of such Part II Plan and of this Plan, Council may pass by-laws applying to the lands known municipally in the year 2007 as 150 Sudbury Street, as shown on Map 18.699 to permit the erection and use of a *mixed use* building, provided that for any development on the site:

- (1) the total non-residential gross floor area, as defined in the implementing site-specific zoning by-law, is not less than 3,760 m²;
- (2) the massing and location of buildings creates a portion of a publicly accessible courtyard at the north end of the site;
- (3) integrated landscaping and connectivity with adjacent sites to create a network of publicly accessible open spaces is provided;
- (4) consolidated waste management, loading and vehicular access with adjacent sites is provided where possible;
- (5) the funds and the timing of the construction of the extension of Sudbury Street from its current terminus west of Lisgar Street to Queen Street at Gladstone Avenue must be secured prior to any residential development on this site; and
- (6) pursuant to Section 37 of the *Planning Act*, in exchange for an increase in height and density, the owner shall provide facilities, the development provides the services and matters as set out in the zoning by-law that implements this plan amendment.”

Map 18.699



Authority: Toronto and East York Community Council Item 35.2,
as adopted by City of Toronto Council on July 6, 7 and 8, 2010
Enacted by Council: July 8, 2010

CITY OF TORONTO

BY-LAW No. 783-2010

**To adopt Amendment No. 121 to the Official Plan of the City of Toronto with
respect to the lands municipally known as 38 Abell Street.**

WHEREAS authority is given to Council under the *Planning Act*, R.S.O. 1990, c.P. 13,
as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and
has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The attached Amendment No. 121 to the Official Plan is hereby adopted pursuant to the
Planning Act, as amended.

ENACTED AND PASSED this 8th day of July, A.D. 2010.

SANDRA BUSSIN,
Speaker

(Corporate Seal)

ULLI S. WATKISS
City Clerk

AMENDMENT NO. 121 TO THE OFFICIAL PLAN

LANDS MUNICIPALLY KNOWN IN THE YEAR 2009 AS 38 ABELL STREET

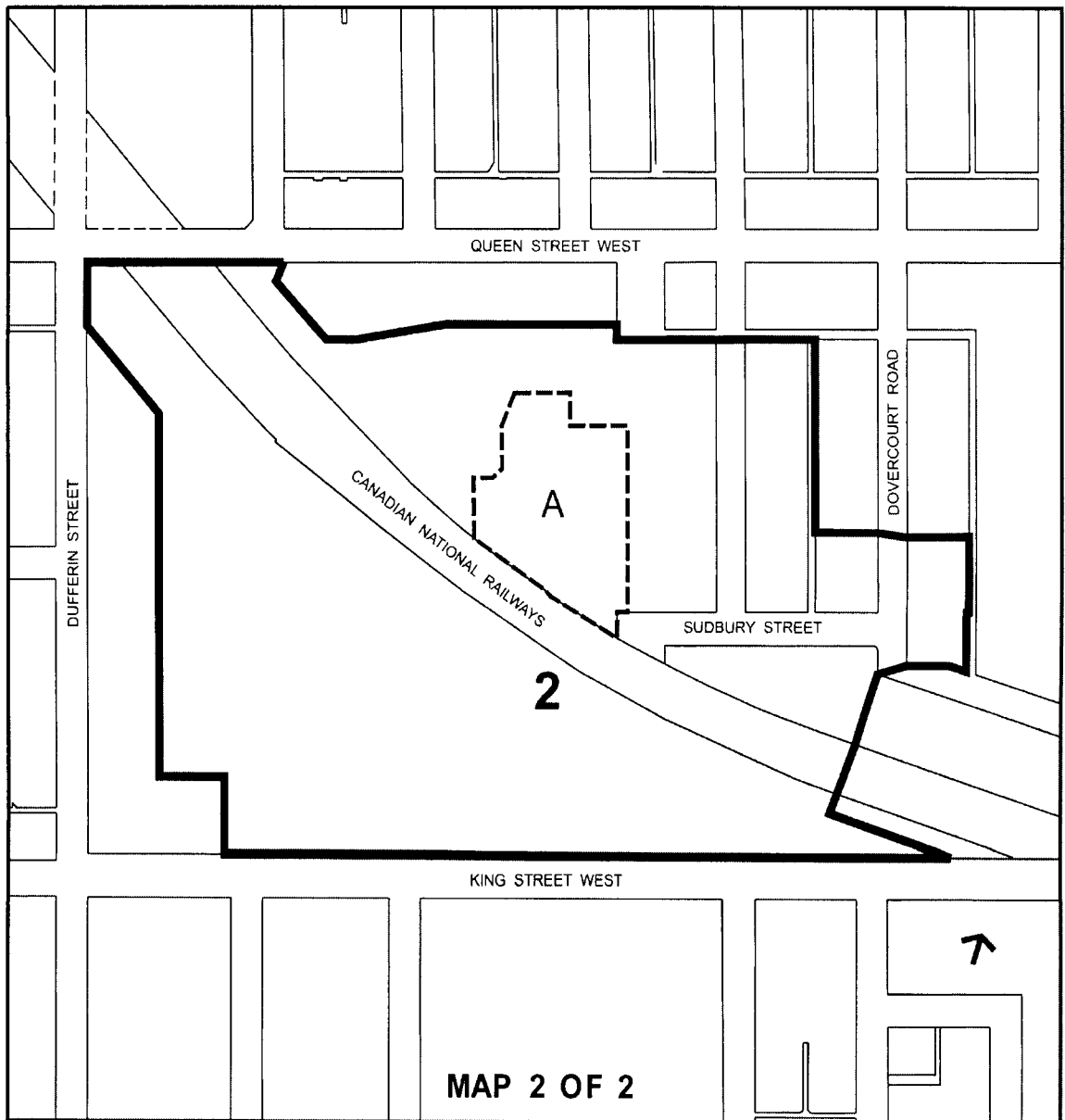
The Official Plan of the City of Toronto is amended as follows:

1. Chapter 6, Section 14 (Garrison Common North Secondary Plan) is amended by adding the following to the end of Sub-Section 10.2, Site and Area Specific Policies, clause 2 (Area 2):

"The following policies also apply to the lands municipally known in the year 2009 as 38 Abell Street and shown as A on Area 2 Map above:

- (a) The 20 artist live/work studio units initially provided as affordable rental housing may be registered as condominium units, provided such units are:
 - (i) owned by a non-profit housing provider;
 - (ii) secured in one or more agreements with the non-profit housing provider as affordable rental housing for a term of at least 25 years; and
 - (iii) secured in one or more agreements with the non-profit housing provider as rental housing for an additional term beyond the initial term for which they are secured as affordable rental housing, for a combined total term of 50 years.
 - (b) The 20 artist live/work studio units on these lands will be considered to be rental housing for the purposes of the Official Plan."
2. The Area 2 Map (second of two Area 2 maps) is amended to show the location of 38 Abell Street as shown on attached Schedule 1.

Schedule 1



SCHEDULE "C"

CITY OF TORONTO

BY-LAW No. 1169-2009(OMB)

**To amend the General Zoning By-law No. 438-86 of the former City of Toronto
with respect to the lands municipally known as 150 Sudbury Street.**

WHEREAS the Ontario Municipal Board, by way of an Order issued on January 8, 2008, determined to amend the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands municipally known in the year 2006 as 150 Sudbury Street; and

WHEREAS authority is given to the Ontario Municipal Board under Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended; 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 150 Sudbury 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 No. 438-86, as amended, 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 the Ontario Municipal Board orders that By-law No. 438-86, as amended, of the former City of Toronto, is amended as follows:

1. By-law No. 438-86, as amended, is further amended by:

(1) Amending Appendix A, Map 49G-321 to rezone the lands shown within the heavy lines on Map 1 of this By-law from I1 D3 to RA as shown on Map 1 of this exception.

(2) Adding the following exception to Section 12(2):

On the lands outlined by heavy lines and identified as 150 Sudbury Street on Map 1 to this exception, 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 No. 438-86

1. The following sections of Zoning By-law No. 438-86 do not apply to any building or structure to be erected or used within the lands indicated on Map 1 to this exception:

- Section 4(2)
- Section 4(16)
- Section 4(17)
- 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 No. 438-86 shall be replaced by the definitions in Section 14 of this exception:

- (i) *artist live/work studio;*
- (ii) *grade;*
- (iii) *height;*
- (iv) *parking space; and*
- (v) *residential amenity space.*

2. PERMITTED USES

Notwithstanding the uses permitted in the RA zone by Section 7(1)(f) of Zoning Bylaw No. 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:

	Acc.	RA
(a) RESIDENTIAL USES		
(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
(b) NON-RESIDENTIAL USES		
(i) COMMUNITY SERVICES, CULTURAL AND ARTS FACILITIES		
<i>municipal community centre</i>	*	Q5
<i>performing arts studio</i>	*	Q5
<i>charitable institution</i>	*	Q3,
<i>non-profit institution</i>	*	Q5
<i>concert hall</i>	*	Q5
		Q5
(ii) GENERAL INSTITUTIONS		
<i>private academic, philanthropic or religious school</i>	*	Q5
<i>vocational school</i>	*	Q5

(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, Q5
(iv)	WORKSHOPS AND STUDIOS <i>Artist's or photographer's studio</i> <i>custom workshop</i> <i>designer's studio</i> <i>performing arts studio</i> <i>software, design and development establishment</i>	* * * * *	Q5 Q5 Q5 Q5 Q5
(v)	OFFICES Any of the uses permitted in a RA district in section (7)(1)(f)(b)(vi)	*	Q5
(vi)	AUTOMOBILE RELATED USES <i>Parking area</i> <i>Parking garage</i> <i>Parking stacker</i> <i>Private garage</i> <i>Taxicab stand or station</i> <i>Car-share parking space</i>	* * * * * *	P P Q4 P P P
(vii)	MISCELLANEOUS USES <i>Commercial school</i> <i>Trade school</i>	* *	Q5 Q5

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 *place 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 on Map 3 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. The premises and offices of a *charitable institution*, *non-profit institution* or other community or social agency are permitted uses provided they are used for the purpose of providing a community service such as, but not limited to, employment,

immigration, counselling, recreation, housing, nutrition, welfare or legal services.

4. A *parking stacker* is permitted, provided:

- (i) it is *accessory*; and
- (ii) it is located within a building.

5. No uses or combination of uses permitted by Section 2.d)(b) (i), (ii), (iii), (iv), (v) and (vii) 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 521 square metres.

3. NON-RESIDENTIAL USES

1. A minimum *non-residential gross floor area* of 3,750 square metres shall be provided in *Building A*. For the purpose of calculating the minimum *non-residential gross floor area*, non-residential uses are as defined in the chart in Section 2 of this exception except:

- (i) *non-residential gross floor area* relating to the following uses shall not count toward meeting the minimum non-residential use requirement of this exception:

- (a) uses listed in the chart in Section 2(d)(b)(vi) of this exception under the heading "Automobile-Related Uses";

- (b) *bicycle parking spaces*; and

- (c) *parking spaces*.

- (ii) *residential gross floor area* of an *artist live/work studio(s)* shall be permitted to be counted as *non-residential gross floor area* solely for the purpose of meeting the minimum non-residential density requirement of this section.

4. USES AT GRADE

1. No person shall erect or use a building or structure fronting onto Abell Street for any purpose unless:

- (i) at least 60 percent of the aggregate width of any building facade facing onto Abell Street is used for *street-related retail and service uses* and/or for the purpose of an *artist live/work studio, artist's or photographer's studio, custom workshop, performing arts studio, public art gallery* or *commercial school* at the main floor level of the building;

- (ii) there shall be at least one entry door every 15 metres at *grade* along the portion of the building described in 1.(i) above;

(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; and

(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%).

5. BUILDING ENVELOPES AND MAXIMUM HEIGHTS

1. Notwithstanding the “Height and Minimum Lot Frontage” Map 49G-321 contained in Appendix ‘B’ of Zoning By-law No. 438-86, as amended, no person shall erect or use a building or structure on the lands shown on Map 1 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 and provided the following paragraphs are complied with:

(i) No person shall erect or use a building or structure having a greater *height* in metres than the height limit specified by the numbers following the symbol “H” as shown on Map 2.

(ii) For clarity, where either no height limit or a height limit “H 0” is specified, no buildings or structures are permitted.

(iii) 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 3.0 metres and the applicable height limit;

ii. the stair tower, elevator overrun and/or mechanical equipment enclosure and any associated guardrails are located within the areas outlined by dashed lines and identified as “Area of Limited Mechanical Equipment” on Map 2; and

iii. the stair tower, elevator overrun and/or mechanical equipment enclosure shall cover no more than 50% of the area outlined by dashed lines and identified as “Area of Limited Mechanical Equipment” on Map 2.

(iv) No building or structure shall be erected which does not have:

a. a minimum setback of 2.0 metres on the north side of *Building A* and the northernmost 58 metres of the east side of *Building A*, at a *height* between 13 metres and 17.7 metres; and

b. a minimum setback of 2.0 metres on all

sides of *Building B* at a height between 11 metres and 15.1 metres.

(v) The maximum *floor plate* for the portion of *Building A* at a *height* above 29.5 metres is 1200 square metres.

(vi) 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.

(vii) The maximum number of storeys shall be:

a. for the northernmost 39 m of *Building A*, 8 storeys; and

b. below the first stepback of *Building B*, 4 storeys.

2. Notwithstanding paragraph 5.1 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 2 except:

(i) stairs (excluding stairs providing access to underground areas), 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	(I) not permitted in <i>publicly accessible landscaped open space</i> as shown on Map 3
C. porch (covered platform) that is <i>landscaped open space</i> and is less than 1.2 m 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	(I) not permitted in <i>publicly accessible landscaped open space</i> ;
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. (II) not permitted above a height of 29.5 m on <i>Building A</i> outside of the "Area of Limited Mechanical Equipment" indicated on Map 2

<p>F. balconies (<i>Building A</i>)</p>	<p>Beyond the heavy lines on Map 2 at that height</p>	<p>(I) For balconies located on the first five floors, not more than 0.45 m from the wall to which it is attached; (II) For balconies located at the 6th storey and above, not more than 0.75 m from the wall to which it is attached</p>	<p>(III) not permitted above a height of 59.5 m on <i>Building B</i> (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</p>
<p>G. balconies (<i>Building B</i>)</p>	<p>Beyond the heavy lines on Map 2 at that height</p>	<p>(I) For balconies located on the first four floors, not more than 0.45 m from the wall to which it is attached; (II) For balconies located at the 5th storey and above, not more than 0.75 m from the wall to which it is attached</p>	<p>(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</p>

6. LANDSCAPED OPEN SPACE

1. *Publicly accessible landscaped open space* and *publicly accessible open space* is required in the locations indicated on Map 3.
2. A minimum of 75% *soft landscaping* shall be provided within the *publicly accessible landscaped open space* indicated on Map 3.

7. PARKING

1. Notwithstanding the provisions of Section 4(4)(b) of Zoning By-law No. 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) *live/work units*.

(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* shall:

a. be individually designated by means of clearly visible signs as being for the exclusive use of visitors to the residential portions of the buildings;

b. be equally available to visitors of all residents, excluding *affordable artists live-work studio* and the first 20 *live-work units*; and

c. be accessible by driveways or passageways designating the way to the visitors' parking facilities with the route to the visitor *parking spaces* designated by clearly visible signs.

(iv) pursuant to (i) above, up to 10% of the *parking spaces* required by subsection (i) may be *small car parking spaces*;

(v) 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 12.5% of the required resident parking. 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 revert as follows:

(a) 51% of any such spaces shall be provided and maintained on the site as residential visitor *parking spaces* for the exclusive use of residential visitors to the building within which the spaces are provided and signed as such and equally available to all residents of the site; and

(b) 49% of any such spaces shall be provided and maintained as resident *parking spaces*, for the exclusive use of residents of the site.

2. No *parking spaces* shall be required for non-residential uses unless the *non-residential gross floor area* exceeds 2,000 sq.m. 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*.

3. Notwithstanding Section 4(13)(a) of Zoning By-law No. 438-86, as amended, the minimum requirement for bicycle parking shall be as described in Section 4(13) but the requirement:

(i) shall not be capped at 200 *bicycle parking spaces*; and

(ii) shall not include *bicycle parking spaces* provided

within individual storage lockers.

8. LOADING

1. The provisions of Section 4(6) of Zoning By-law No. 438-86, as amended, shall be satisfied by *one loading space – type G* being provided on the lands municipally known as 48 Abell Street to be shared with the uses permitted on the 150 Sudbury Street lands.

9. RESIDENTIAL AMENITY SPACE

1. Notwithstanding the provisions of Section 4(12) of Zoning By-law No. 438-86, as amended, indoor *residential amenity space* shall be provided as follows:

(i) a minimum of 557 square metres of indoor *residential amenity space* shall be provided for up to 400 *dwelling units*, of which a minimum of 100 square metres shall be located in a multi-purpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and has immediate access to a washroom; and

(ii) for each additional *dwelling unit* above 400 *dwelling units*, indoor *residential amenity space* shall be provided at a rate of 1.39 square metres per *dwelling unit*.

10. HOUSING MIX

1. A minimum of 17 percent of all residential *dwelling units*, excluding any *artist live/work studio* and the first 20 *live-work units*, shall have 2 or more bedrooms.

11. SITE SPECIFIC EXCEPTIONS

1. The following site specific exceptions shall be deleted from the Index of Exceptions for 48 Abell:

(i) Section 12(1) 287;

(ii) Section 12(1) 290;

(iii) Section 12(2) 270; and

(iv) B: 832-00.

2. This exception will prevail over any provision of any other exception included in Section 12(2) of By-law No. 438-86, as amended.

3. By-law No. 832-2000 is hereby repealed.

12. IMPLEMENTATION

1. No person shall erect or use any building or structure unless the development includes loading and vehicular access which is designed to be shared with the site known in 2007 as 150 Sudbury Street;

2. 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 13(1) 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 enter into an agreement to sell a minimum of 5202 sq.m. (56,000 sq. ft.) of total non-residential floor area fronting on Abell Street to the City, or an art-space management organization acceptable to the City, at \$150.00 per square foot of non-residential gross floor area. There will be no indexing or increases applicable to this non-residential gross floor area price. This space may be used for *artists live/work studios*, *affordable* work studios, or galleries. In the case of *artists live/work studios*, the space will include kitchens with four appliances and bathrooms;

(iii) provide a cash-in-lieu of park land contribution equal to 5% of the value of the site payable in accordance with City standards;

(iv) the owner shall enter into an agreement with the City of Toronto to secure the funding and timing of construction of the extension of Sudbury Street from the existing terminus of Sudbury Street to Queen Street at Gladstone Avenue;

(v) the owner shall convey for nominal consideration and at no cost to the City any lands within the heavy lines shown on Map 1 that are required for the extension of Sudbury Street;

(vi) the owner shall convey for nominal consideration and at no cost to the City any lands within the heavy lines shown on Map 1 that are required for the extension of Abell Street;

(vii) 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;

(viii) the owner shall register on title of the lot the Agreement dated November 16, 2006, as amended, between Landmark Developments Inc., Greater Toronto Transit Authority and Canadian National Railway Company; and

(ix) the owner shall enter into an agreement with the City or other affected party to provide access to the 48 Abell Street lands through the 150 Sudbury Street lands.

13. SECTION 37 OF THE *PLANNING ACT*

1. The owner of the *lot* at its own expense and in accordance with and subject to the agreement referred to in Section 12 (2) herein shall provide the following facilities, services and matters to the City:

(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) Sudbury Street Extension

prior to condominium registration, the owner shall construct, or cause another party to construct, the extension of Sudbury Street from the intersection of Gladstone Avenue and Queen Street West to its existing terminus, providing that in the event that Sudbury has not been extended from its existing terminus to the westerly boundary of the site known municipally in 2007 as 150 Sudbury Street, the City makes all necessary arrangements to enable the owner to construct that portion of the extension;

(iii) Crash Mitigation Measures

prior to condominium registration, the owner shall construct, or cause another party to construct, crash mitigation measures related to the rail corridor, as set out in an agreement dated November 16, 2006, as amended, between Landmark Developments Inc., Greater Toronto Transit Authority and Canadian National Railway Company;

(iv) Noise and Vibration

prior to condominium registration, the owner shall construct, or cause another party to construct, any works required by the agreement dated November 16, 2006, as amended, with Greater Toronto Transit Authority and Canadian National Railway Company;

(v) Publicly Accessible Landscaped Open Space

prior to condominium registration, the owner shall authorize and permit public access to the publicly accessible landscaped open space shown on Map 3;

(vi) 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;

(vii) Integrated Landscaping and Connectivity

a. the owner shall provide for integrated landscaping with the site known municipally in 2007 as 48 Abell Street, to the satisfaction of the City; and

b. the owner shall provide for integrated bicycle and pedestrian connectivity with the site known municipally in 2007 as 48 Abell Street and the Sudbury Street extension, to the satisfaction of the City.

(viii) 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;

(ix) Soil remediation

a. the owner shall remediate the lands for the Abell Street extension referred to in Section 12(2) of this exception, if required, prior to conveyance and in accordance with City and Ministry of Environment Standards; and

b. the owner shall remediate the lands for the extension of Sudbury Street referred to in Section 12(2) of this exception to City and Ministry of the Environment standards prior to the conveyance, if necessary.

(x) Development Charge Credits

a. provided the Sudbury Street extension is constructed as outlined in Section 12(2) of this exception, the City will provide the owner with Development Charge Credits. The Development Charge Credits for roads will be limited to the lesser of the applicable portion of the Development Charge or the actual cost of the City's share of construction costs applicable to the portion of the extension of Sudbury Street forming part of the 150 Sudbury Street lands; and

b. provided the servicing for the portion of the Sudbury Street extension which is within the 150 Sudbury Street lands meets the minimum sizes required for Development Charge Credits, the City will support a request for Development Charge Credits. Development charge credits for servicing will be limited to the lesser of the applicable portion of the Development Charge or the actual cost of the construction of the servicing. The amount of Development Charge Credits (roads and servicing) will be subject to approval of the Executive Director, Technical Services, acting reasonably.

(xi) Abell Street Construction Costs

the owner shall pay 50% of the construction costs of that portion of the Abell Street extension which is adjacent to the 150 Sudbury Street site by the owner. The City holds a Letter of Credit in the amount of \$110,000 from a previous rezoning on the same site. These funds will be credited to the owner of the 150 Sudbury Street lands towards the construction of the Abell Street Extension;

(xii) Easements on open space

a. the owner shall secure a surface easement in favour of the City of Toronto, satisfactory to the Chief Planner and Executive Director, City Planning Division, acting reasonably, for the lands designated publicly accessible landscaped open space and publicly accessible open space on Map 3 attached hereto. Activities to be permitted within the lands designated publicly accessible landscaped open space and publicly accessible open space on Map 3 attached hereto shall be consistent with uses generally permitted in public parks (without the need for special permits); and

b. the owner shall provide an easement in favour of the City of Toronto for public access between *Building B* and the lands known municipally as 48 Abell Street to the satisfaction of the Chief Planner and Executive Director, City Planning Division.

(xiii) Informal Loading Space

the owner will use its best efforts to provide, in conjunction and co-operation with the lands known municipally as 48 Abell Street, a shared loading area for residents and/or tenants in the publicly accessible open space area to the north of *Building A*;

(xiv) Design of publicly accessible open spaces

the owner shall provide public access (including barrier free options) between the 150 Sudbury Street lands and the 48 Abell Street lands across the publicly accessible open space and publicly accessible landscaped open space. The design and grading of the open spaces on both properties will be coordinated;

(xv) Cash contribution

a. the owner shall provide a cash contribution of \$1,250,000 for local arts and community infrastructure investment, of which up to \$250,000 may be used for costs related to the relocation of the Public Health offices from 1115 Queen Street West. Payment will be secured by a letter of credit lodged with the City no later than the issuance of the designated building permit for the project. The letter of Credit will be indexed to the construction price index starting from June 30, 2009; and

b. should the development outlined in the settlement dated October 23, 2007 not proceed and, for any reason, should the owner not provide or should the owner request the return of the cash contribution, the parkland contribution for any other development on the site would be determined based on the size of the site in 2006 (10,002 square metres).

14. 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 terms *artist live/work studio*, *grade*, *height*, *parking space* and *residential amenity space*.

The following definitions either replace the definitions listed above or provide definitions for new terms:

affordable shall mean, in the context of work-only artist studios, that the work space will be rented substantially below market rent for commercial/industrial spaces, to the satisfaction of the Executive Director, Toronto Culture, in consultation with the Director, Business Development and Retention;

artist live/work studio 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;

Building A shall mean *Building A* as shown on Map 2;

Building B shall mean *Building B* as shown on Map 2;

car-share 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;

car-share parking space shall mean a *parking space* exclusively reserved and signed for a car used only for *car-share* purposes and such *car-share* is for the use of carshare members, including non-residents;

floorplate shall mean the total floor area of a storey measured to the exterior walls of that storey;

grade shall mean the average elevation of the sidewalk or planned elevation of the sidewalk on Sudbury Street adjacent to the *lot*;

height shall mean the vertical distance between *grade* and the highest point of the roof or, where there is no roof, the highest point of the structure;

parking space shall mean an unobstructed area, at least 5.9 metres

in length and at least 2.6 metres in width which is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another motor vehicle, or a parking space within a *parking stacker*;

publicly accessible open space shall mean space which is open and accessible to the public at all times and includes driveways and loading areas;

publicly accessible landscaped open space shall mean *landscaped open space* which is open and accessible to the public at all times;

residential amenity space shall mean a common area or areas within the *lot* provided for recreational and social purposes, any portion of which:

- a. if located indoors, shall be provided exclusively for the use of the residents of the buildings;
- b. if located outdoors, shall generally, but not exclusively, be provided for the use of the residents of the building; and
- c. if located outdoors, cannot include a passive or otherwise inaccessible green roof.

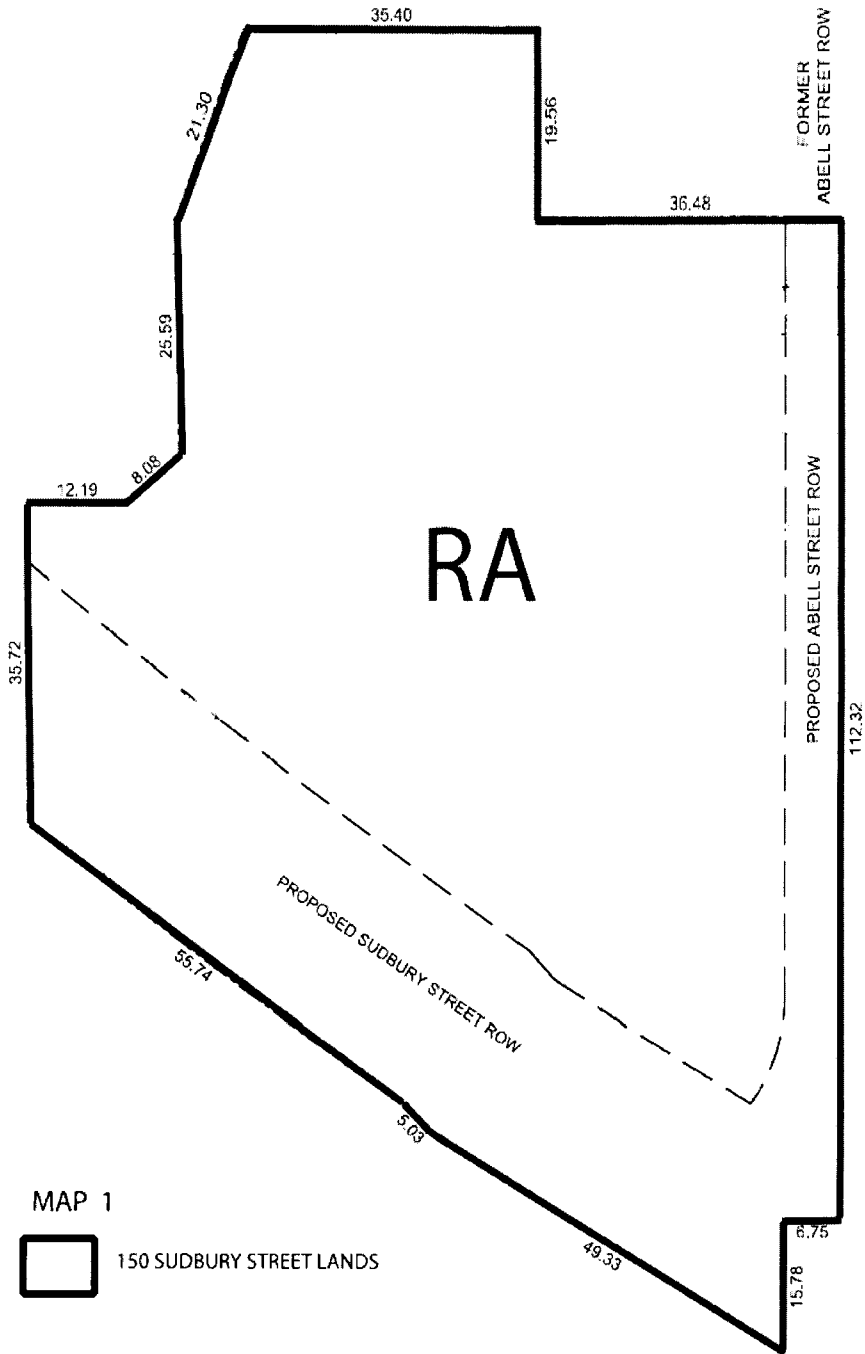
soft landscaping shall mean an open, unobstructed area that supports the growth of vegetation such as grass, trees, shrubs, flowers or other plants;

small car parking space shall mean a *parking space* having a minimum unobstructed area 2.4 metres wide by 5.0 metres long which is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another motor vehicle, except the width of the parking space shall be:

- a. 2.7 metres wide where there is an obstruction on one side of the space; or
- b. 3.1 metres wide where there are obstructions on both sides of the space.

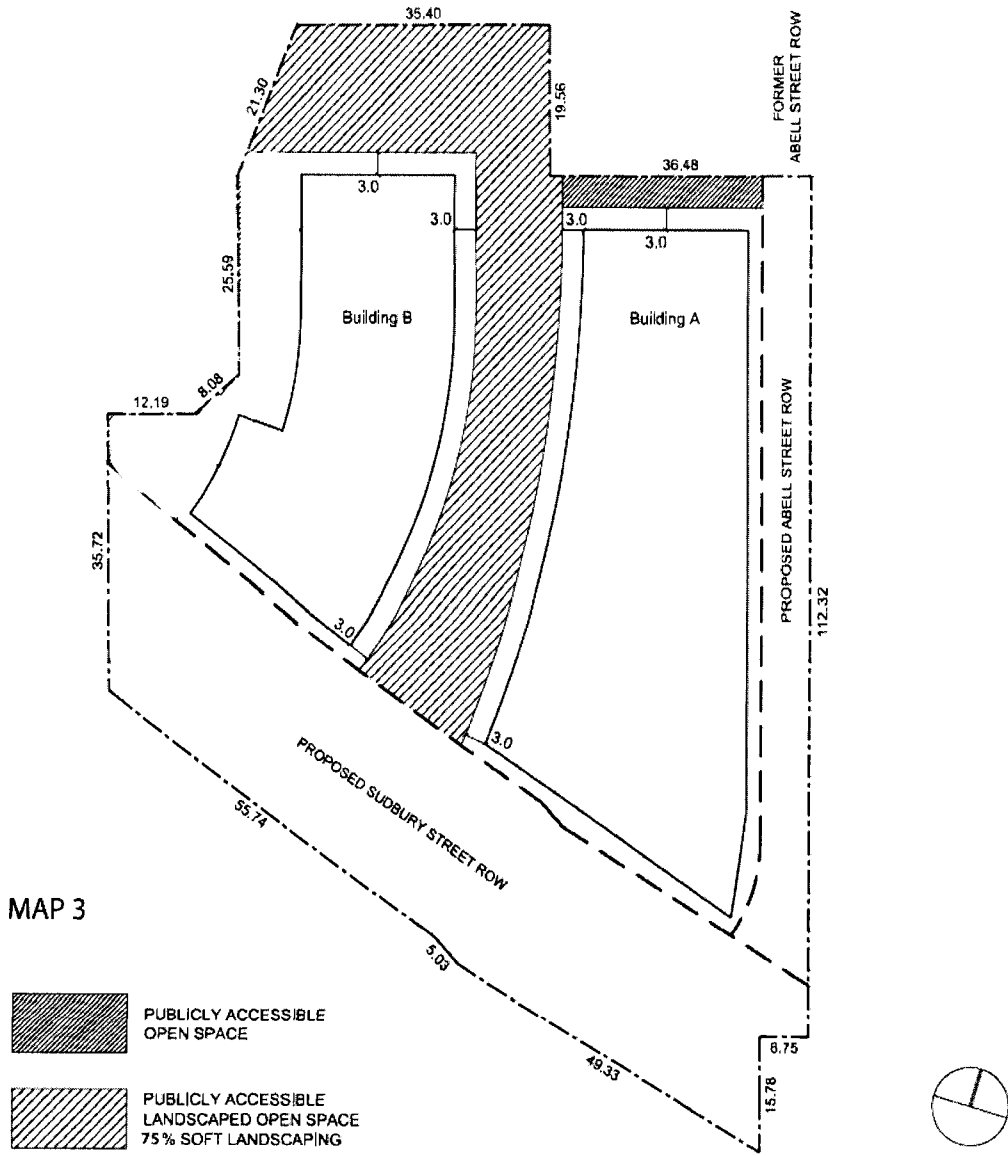
15. Despite any future severance, partition or division of the lands as shown on Map 1, the provisions of this exception shall apply as if no severance, partition or division occurred.

PURSUANT TO THE DECISION/ORDER OF THE ONTARIO MUNICIPAL BOARD ISSUED ON JANUARY 8, 2008 IN BOARD CASE NO. PL051203, PL060087 AND PL060443.



MAP 1
150 SUDBURY STREET LANDS





Authority: Toronto and East York Community Council Item 30.2,
as adopted by City of Toronto Council on January 26 and 27, 2010
Enacted by Council: July 8, 2010

CITY OF TORONTO

BY-LAW No. 784-2010

**To amend Zoning By-law No. 1169-2009(OMB) with respect to the lands
municipally known as 150 Sudbury Street.**

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. By-law No. 1169-2009(OMB) is further amended by:
 - (1) Deleting the definition of *artist live/work studio* in Section 14 of Zoning By-law No. 1169-2009(OMB) and replacing it with the following definition:

artist live/work studio shall mean a dwelling unit containing a studio space for the production of art and that a minimum of 20 of such units in Building A 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.

ENACTED AND PASSED this 8th day of July, A.D. 2010.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Part I – General Qualifications

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.
2. Any municipal by-laws or regulations affecting the Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom, and all applicable building codes.
3. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute.
4. The following exceptions and qualification contained in section 44(1) 11 of the *Land Titles Act*: paragraph 7, 8, 9, 10, 12 and 14.
5. The exceptions and qualifications contained in section 44(1) 11 of the *Land Titles Act* to the date of conversion to Land Titles Absolute.

Part II – Specific Encumbrances

PIN 21298-0422 (LT)

1. Restrictive Covenants registered as Instrument No. E4939AZ on the 4th day of May, 1996 registered by Canadian National Railway Company.
2. Section 37 Agreement registered as Instrument No. E362019 on the 3rd day of October, 2000 with the City of Toronto.
3. Charge registered as Instrument No. AT1093636 on the 24th day of March, 2006 in favour of Lombard General Insurance Company of Canada in the original principal amount of \$12,000,000. This Charge was amended by Instrument No. AT1704757 registered on the 4th day of February, 2008. This will be postponed to the Section 37 Agreement.
4. Notice of Agreement registered as Instrument No. AT1719790 on the 27th day of February, 2008 with Greater Toronto Transit Authority and Canadian National Railway Company.
5. Transfer of Easement in favour of Rogers Cable Communications Inc. registered as Instrument No. AT1784893 on the 22nd day of May, 2008. This will be postponed to the Section 37 Agreement.
6. Transfer of Easement in favour of Greater Toronto Transit Authority and Canadian National Railway Company registered as Instrument No. AT1929991 on the 22nd day of October, 2008. This will be postponed to the Section 37 Agreement.
7. Charge registered as Instrument No. AT1930297 on the 23rd day of October, 2008 in favour of The Toronto-Dominion Bank in the original principal amount of \$68,306,300. This will be postponed to the Section 37 Agreement.
8. Charge registered as Instrument No. AT1930298 on the 23rd day of October, 2008 in favour of The Toronto-Dominion Bank in the original principal amount of \$3,500,000. This will be postponed to the Section 37 Agreement.

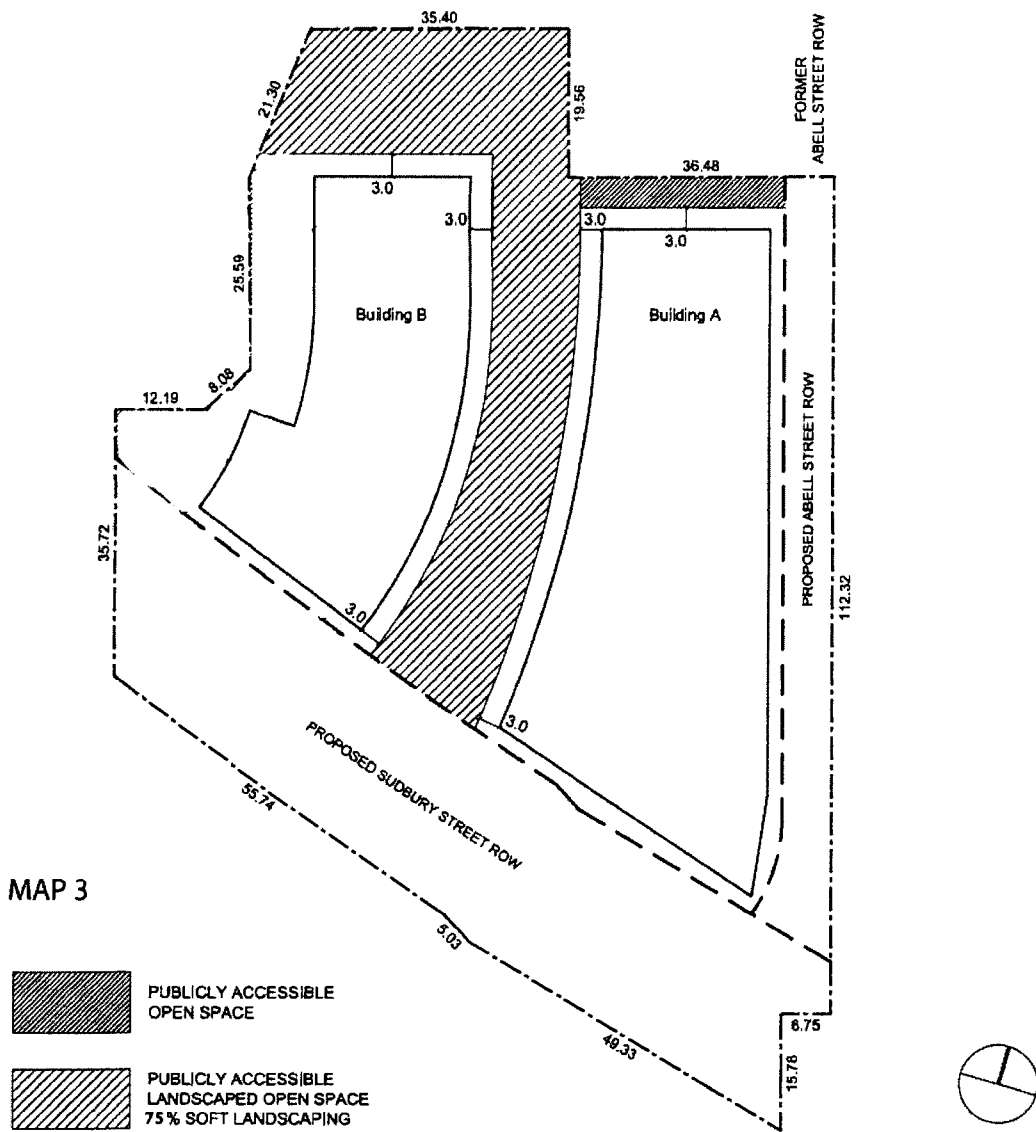
9. Assignment of Rents registered as Instrument No. AT1930787 on the 23rd day of October, 2008 in favour of The Toronto-Dominion Bank. This will be postponed to the Section 37 Agreement.
10. Assignment of Rents registered as Instrument No. AT1930788 on the 23rd day of October, 2008 in favour of The Toronto-Dominion Bank. This will be postponed to the Section 37 Agreement.
11. Assignment of Leases registered as Instrument No. AT1930818 on the 23rd day of October, 2008 in favour of The Toronto-Dominion Bank. This will be postponed to the Section 37 Agreement.
12. Assignment of Leases registered as Instrument No. AT1930819 on the 23rd day of October, 2008 in favour of The Toronto-Dominion Bank. This will be postponed to the Section 37 Agreement.
13. Charge registered as Instrument No. AT1956937 on the 24th day of November, 2008 in favour of Firm Capital Mortgage Fund Inc. in the original principal amount of \$16,300,000. This will be postponed to the Section 37 Agreement.
14. Assignment of Rents registered as Instrument No. AT1956938 on the 24th day of November, 2008 in favour of Firm Capital Mortgage Fund Inc. This will be postponed to the Section 37 Agreement.

PIN 21298-0421 (LT)

1. Restrictive Covenants registered as Instrument No. E4939AZ on the 4th day of May, 1996 registered by Canadian National Railway Company.
2. Section 37 Agreement registered as Instrument No. E362019 on the 3rd day of October, 2000 with the City of Toronto.
3. Charge registered as Instrument No. AT1093636 on the 24th day of March, 2006 in favour of Lombard General Insurance Company of Canada in the original principal amount of \$12,000,000. This Charge was amended by Instrument No. AT1704757 registered on the 4th day of February, 2008. This will be postponed to the Section 37 Agreement.
4. Charge registered as Instrument No. AT1956939 on the 24th day of November, 2008 in favour of Firm Capital Mortgage Fund Inc. in the original principal amount of \$16,300,000. This will be postponed to the Section 37 Agreement.
5. Assignment of Rents registered as Instrument No. AT1956940 on the 24th day of November, 2008 in favour of Firm Capital Mortgage Fund Inc. This will be postponed to the Section 37 Agreement.
6. Transfer of Easement in favour of Enbridge Gas Distribution Inc. registered as Instrument No. AT2260571 on the 17th day of December, 2009. This will be postponed to the Section 37 Agreement.

SCHEDULE "E"

MAP OF PAOS



Properties

PIN 76118 – 0005 LT
Description UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0015 LT
Description UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0016 LT
Description UNIT 3, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0019 LT
Description UNIT 6, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0021 LT
Description UNIT 8, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0025 LT
Description UNIT 12, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0026 LT
Description UNIT 13, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0027 LT
Description UNIT 14, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0028 LT
Description UNIT 15, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0038 LT
Description UNIT 25, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0039 LT
Description UNIT 26, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0041 LT
Description UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO
Address TORONTO

PIN 76118 – 0042 LT
Description UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET

This is Exhibit "H" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
 Commissioner for Taking Affidavits

Properties

OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 – 0045 LT

Description UNIT 6, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 – 0047 LT

Description UNIT 8, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 – 0051 LT

Description UNIT 12, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 – 0052 LT

Description UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 – 0053 LT

Description UNIT 14, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 – 0054 LT

Description UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 – 0068 LT

Description UNIT 29, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

Applicant(s)

Name TORONTO ARTSCAPE INC.

Address for Service 171 East Liberty Street, Suite 224,
Toronto, Ontario M6K 3P6

I, Celia Smith, Vice-President, have the authority to bind the corporation.

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

Statements

Schedule: The applicant hereby applies to register a restriction, pursuant to Section 118 of the Land Titles Act, on title to each unit set out above under the field "Properties", requiring the prior written consent of the City's Director, Affordable Housing Office to any transfer of the Project, in whole or in part.

Signed By

Becky Xu 150 John Street, Suite 700 acting for Signed 2012 08 24
Toronto Applicant(s)
M5V 3E3

Tel 4165980103

Fax 4165983484

Signed By

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

Submitted By

ILER CAMPBELL LLP
150 John Street, Suite 700
Toronto
M5V 3E3
2012 08 24
Tel 4165980103
Fax 4165983484

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Applicant Client File Number : B7456

ISSUE DATE:

JAN. 8, 2008



Ontario

Ontario Municipal Board

Commission des affaires municipales de l'Ontario

This is Exhibit "T" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

PL051203
PL060087
PL060443

Type text here

2059946 Ontario Limited has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the former City of Toronto for the purpose of introducing site-specific policies to the current "Low Density Mixed Commercial Residential Area" designation on the northern portion of the site fronting onto Queen Street West, as well as to the current "Mixed Industrial-Residential Area" designation on the southern portion of the site, to permit the development of a 10-storey residential building, with retail at grade, on the northern portion of the site fronting onto Queen Street West as well as a 26-storey residential building on the southern portion of the site on lands located at 1171 and 1171R Queen Street West

Approval Authority File No. 05 133454 STE 18 OZ

O.M.B. Case No. PL051203

O.M.B. File No. O050191

2059946 Ontario Inc. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 438-86, as amended, of the former City of Toronto for the purpose of amending the current MCR T3.0 C1.0 R2.5 zone on the northern portion of the site fronting onto Queen Street West, as well as to amend the current I1 D3 zone on the southern portion of the site, to permit the development of a 10-storey residential building, with retail at grade, on the northern portion of the site fronting onto Queen Street West as well as a 26-storey residential building on the southern portion of the site on lands located at 1171 and 1171R Queen Street West

O.M.B. Case No. PL051203

O.M.B. File No. Z050191

Bohemian Embassy Residences Inc. has referred to the Ontario Municipal Board under subsection 41(12) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, determination and settlement of details of a site plan for lands composed of Part of Block 5, Ordnance Reserve, City of Toronto, municipally known as 1171 and 1171R Queen Street West

O.M.B. Case No. PL051203

O.M.B. File No. M060077

Verdiroc Development Corporation has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the former City of Toronto by introducing a site-specific policy to the current "Mixed Industrial-Residential Area B" designation in the Garrison Common North Part 2 Plan for the purpose of permitting the proposed development of a 3-storey building containing 5 live-work units, a 19-storey residential building on the southern portion of the subject lands and a 25-storey residential building containing live-work units at grade on the eastern portion of the subject lands on property municipally known as 48 Abell Street

Approval Authority File No. 99 036168 SHY 18 OZ

O.M.B. Case No. PL060087

O.M.B. File No. O060039

Verdiroc Development Corporation has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 438-86, as amended, of the former City of Toronto to permit, as an exception to the current "I1 D3" zone, a proposed development on lands municipally known as 48 Abell Street to consist of a 3-storey building containing 5 live-work units, a 19-storey residential building on the southern portion of the subject lands, and a 25-storey residential building containing live-work units at grade on the eastern portion of the subject lands

O.M.B. Case No. PL060087

O.M.B. File No. Z060009

Abell Investments Limited has referred to the Ontario Municipal Board under subsection 41(12) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, determination and settlement of details of a site plan for lands composed of Abell Street, Plan 878 Toronto, as closed by Unregistered By-law number as in Instrument No. CT430478 and Part of Block 5, Plan Ordnance Reserve Toronto, as in CT607793, City of Toronto, being the whole of PIN 21298-0194(LT), municipally known as 48 Abell Street, in the City of Toronto

O.M.B. Case No. PL060087

O.M.B. File No. M060079

Landmark Developments Inc. has appealed to the Ontario Municipal Board under subsection 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to the Official Plan for the former City of Toronto by introducing a site-specific policy to the current "Mixed Industrial-Residential Area B" designation in the Garrison Common North Part 2 Plan for the purpose of permitting the proposed development of a 16-storey residential building and 3 rows of 5 ½-storey residential buildings in stacked townhouse form, which now has been revised to a proposal to consist of 2 residential buildings, ranging in height from 6 to 13 storeys, to frame a central landscaped open space with the west building at 6 storeys at the street edge (18 metres), stepping back an additional 2 storeys for a total height of 24 metres and the east building at 6 storeys at the street edge, stepping back to 8 storeys and again to 10 storeys for a total height at the south end of the building of 36 metres on lands municipally known as 150 Sudbury Street

Approval Authority File No. 05 199171 STE 18 OZ

O.M.B. Case No. PL060443

O.M.B. File No. O060093

Landmark Developments Inc. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 438-86, as amended, of the former City of Toronto to permit, as an exception to the current "I1 D3" zone, a proposed development on lands municipally known as 150 Sudbury Street to consist of a 16-storey residential building and 3 rows of 5 ½-storey residential buildings in stacked townhouse form, which now has been revised to a proposal to consist of 2 residential buildings, ranging in height from 6 to 13 storeys, to frame a central landscaped open space with the west building at 6 storeys at the street edge (18 metres), stepping back an additional 2 storeys for a total height of 24 metres and the east

building at 6 storeys at the street edge, stepping back to 8 storeys and again to 10 storeys for a total height at the south end of the building of 36 metres

O.M.B. Case No. PL060443

O.M.B. File No. Z060066

Westside Lofts and Towns Inc. has referred to the Ontario Municipal Board under subsection 41(12) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, determination and settlement of details of a site plan for lands composed of Part 1, Plan 66R-17443, Part of Ordnance Reserve and Part of Abell Street, municipally known as 150 Sudbury Street, in the City of Toronto

O.M.B. Case No. PL060443

O.M.B. File No. M060056

APPEARANCES:

<u>Parties</u>	<u>Counsel</u>
2059946 Ontario Limited and Bohemian Embassy Residences Inc.	R. Kanter
City of Toronto	D. Jubb
Active 18 Community Association	C. Campbell
Verdiroc Development Corporation and Abell Investments Limited	D. Bronskill
Landmark Developments Inc.	A. Paton
Canadian National Railway Company and Greater Toronto Transit Authority	M. Hackl

MEMORANDUM OF ORAL DECISION DELIVERED BY D. R. GRANGER ON DECEMBER 20, 2007 AND ORDER OF THE BOARD

This is a continuation of the hearing following from Board Decision/Order Nos. 0052, 0053 and 0054 issued January 10, 2007 in an effort to finalize the requisite Official Plan Amendments, Zoning By-law Amendments, Section 37 Agreements and Site plan approvals.

This relates to the appeals by 2059946 Ontario Limited (1171 Queen), Verdiroc Development Corporation and Abell Investments Limited (48 Abell) and Landmark

Developments Inc. (150 Sudbury) from the Council of the City of Toronto's (City) refusal to enact proposed amendments to the applicable Official Plan for the former City of Toronto (OP) and to By-law 438-86 (By-law), as amended, to permit development in the area known as the West Queen Street West Triangle (Triangle).

Also before the Board are the related referrals of the site plans for determination of the details and any required agreement.

The Board reconvened by appearance on November 26, November 29 and by Telephone Conference Call (TCC) December 7, 2007.

At the reconvening on December 17, 2007, the Board was informed that an agreement has nearly been reached between the City and applicants on the final form of the requisite Official Plan Amendments and Zoning By-law Amendments. The Section 37 Agreements and Site Plans for each of the three subject properties continue to be a work in progress. The parties are optimistic in the resolution of these instruments without further dispute. The Site Plan for 150 Sudbury Street is not expected to be finalized until spring 2008. The parties requested the Board stand down to December 20, 2007.

Upon reconvening on December 20, 2007, E. Hug, on behalf of the City presented expert land use planning evidence related to the final form of the Official Plan Amendments and Zoning By-law Amendments for the three subject properties.

The final form of the OPA and By-law amendments for 1171 Queen were presented in a package as Exhibit No. 160.

The final form of the OPA and By-law amendments for 48 Abell were presented as Exhibit Nos. 162 and 163 respectively.

The final form of the OPA and By-law amendments for 150 Sudbury were presented as Exhibit Nos. 164 and 165 respectively.

Ms Hug confirmed that the final form of the OPA's and By-law amendments meet the intent of the Board's decision regarding the three subject properties issued January 10, 2007. She noted some minor changes that represented improvements following

from comprehensive settlements reached between the parties subsequent to the Board's decision.

In cross examination by counsel for Active 18, Ms Hug clarified the change to the height of the 1171 Queen Street building as now representing an additional 1 metre of height. She set out that the existing as of right development would permit a potential shadow casting wall, including a parapet of 14 metres (13-metre high wall plus a solid 1-metre high parapet wall). The proposal now before the Board represents a 14-metre high wall with an additional 1-metre high parapet above that is restricted to being constructed of transparent material that makes up no less than 80 percent of the parapet wall. Ms Hug was of the opinion that the slight increase in height facilitates an improvement to the plan with higher ground floor retail ceiling heights and a higher passage height better reflecting the City's vision for this area along Queen Street West.

Also in answer to a question by counsel for Active 18, Ms Hug clarified that a restaurant of up to 300 square metres could be located on the ground floor of the 1171 Queen building east of the proposed passage. She characterized it as big but did not see it being able to take up the entire ground floor area east of the passage. She viewed it as a compromise acceptable in the context of the whole by-law amendment. While she did confirm her opinion that smaller is better, she also was of the opinion that the compromise was an appropriate one. In her evidence regarding the by-law amendment, she confirmed that the physical appearance would still be one of smaller well-articulated facades of a maximum of 15 metres in width.

Ms Hugs' evidence was not contradicted and no other evidence was proffered.

The Board finds that the physical character of a fine grain retail element is retained along Queen Street West and is not unduly compromised by the potential presence of one restaurant in the order of 300 square metres. Also, the Board finds that the additional wall height results in significant improvements to the physical character of the ground floor retail and passage and results in no more undue adverse shadow impact than might otherwise result from an as of right development of the Queen Street West frontage.

The Board is satisfied that the evidence before it today results from a comprehensive effort that meets the intent of the Board's decision issued January 10, 2007 and represents a successful resolution of the implementation of a very important and very complex development area within the City. It is important to note that the instruments put forth today are agreed between the applicants and the City in the presence of its well-qualified experts without any contradictory evidence being presented.

The Board concurs with the facts and opinions presented by Ms Hug and finds that the final instruments should be approved substantially in the form as presented.

In conclusion, the Board Orders that the appeals by 1171 Queen, 48 Abell and 150 Sudbury are allowed and the applicable City OP is amended as set out in Attachments "1," "2" and "3."

In addition, the Board Orders that the appeals by 1171 Queen, 48 Abell and 150 Sudbury are allowed and By-law 438-86, as amended, is hereby further amended in the manner as set out in Attachments "4," "5" and "6."

The Board commends the parties for its extraordinary efforts in resolving its disputes over the course of the last year.

The parties have asked that, should difficulties arise in the finalization of the Section 37 agreements and/or site plans, this Board Member be available to assist. This Board Member is seized in that regard.

The Board so Orders.

"D. R. Granger"

D. R. GRANGER
VICE-CHAIR

ATTACHMENT "6"
Zoning By-law: 150 Sudbury

PL051203

Bill No.

BY-LAW NO. _____ - 2008 (OMB)

To amend General Zoning By-law No. 438-86, as amended, of the former City of Toronto respecting lands known municipally in the year 2006 as 150 Sudbury Street

WHEREAS the Ontario Municipal Board, by way of an Order issued on the ____ day of _____, 200____, 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 2006, as 150 Sudbury Street;

WHEREAS authority is given to the Ontario Municipal Board under Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended; 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 150 Sudbury 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 438-86, as amended, 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 the Ontario Municipal Board orders that By-law No. 438-86, as amended, of the former City of Toronto, is amended as follows:

1. By-law 438-86, as amended, is further amended by:
 - (1) Amending Appendix A, Map 49G-321 to rezone the lands shown within the heavy lines on Map 1 of this By-law from I1 D3 to RA as shown on Map 1 of this exception.
 - (2) Adding the following exception to Section 12(2):

_____ On the lands outlined by heavy lines and identified as 150 Sudbury Street on Map 1 to this exception, 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 exception:
 - Section 4 (2)
 - Section 4 (16)
 - Section 4 (17)
 - 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 14 of this exception:
 - i. *artist live/work studio;*
 - ii. *grade;*
 - iii. *height;*
 - iv. *parking space; and*
 - v. *residential amenity space;*

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
(b)	NON-RESIDENTIAL USES		
(i)	COMMUNITY SERVICES, CULTURAL AND ARTS FACILITIES		
	<i>municipal community centre</i>	*	Q5
	<i>performing arts studio</i>	*	Q5
	<i>charitable institution</i>	*	Q3, Q5
	<i>non-profit institution</i>	*	Q5
	<i>concert hall</i>	*	Q5
(ii)	GENERAL INSTITUTIONS		
	<i>private academic, philanthropic or religious school</i>	*	Q5
	vocational school	*	Q5
(iii)	RETAIL AND SERVICE SHOPS		
	Any of the uses permitted in a RA district in section (7)(1)(f)(b)(iv) except		Q1, Q2, Q5
	A. an <i>entertainment facility</i> is not permitted; and		
	B. a <i>courier service</i> is not permitted		
(iv)	WORKSHOPS AND STUDIOS		
	<i>Artist's or photographer's studio</i>	*	Q5
	<i>custom workshop</i>	*	Q5
	<i>designer's studio</i>	*	Q5
	<i>performing arts studio</i>	*	Q5
	<i>software, design and development establishment</i>	*	Q5
(v)	OFFICES		
	Any of the uses permitted in a RA district in section (7)(1)(f)(b)(vi)	*	Q5
(vi)	AUTOMOBILE RELATED USES		
	<i>Parking area</i>	*	P
	<i>Parking garage</i>	*	P
	<i>Parking stacker</i>	*	Q4
	<i>Private garage</i>	*	P
	<i>Taxicab stand or station</i>	*	P
	<i>Car-share parking space</i>	*	P
(vii)	MISCELLANEOUS USES		
	<i>Commercial school</i>	*	Q5
	<i>Trade school</i>	*	Q5

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 place 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 on Map 3 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. The premises and offices of a *charitable institution, non-profit institution* or other community or social agency are permitted uses provided they are used for the purpose of providing a community service such as, but not limited to, employment, immigration, counselling, recreation, housing, nutrition, welfare or legal services.
4. A *parking stacker* is permitted, provided:
 - i) it is *accessory*; and
 - ii) it is located within a building.
5. No uses or combination of uses permitted by Section 2.d)(b) (i),(ii), (iii), (iv), (v) and (vii) 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 521 square metres.

3. NON-RESIDENTIAL USES

1. A minimum *non-residential gross floor area* of 3,750 square metres shall be provided in *Building A*. For the purpose of calculating the minimum *non-residential gross floor area*, non-residential uses are as defined in the chart in Section 2 of this exception except:
 - (i) *non-residential gross floor area* relating to the following uses shall not count toward meeting the minimum non-residential use requirement of this exception:
 - a) uses listed in the chart in Section 2(d)(b)(vi) of this exception under the heading "Automobile-Related Uses";

- b) *bicycle parking spaces*; and
 - c) *parking spaces*; and
- (ii) *residential gross floor area* of an *artist live/work studio(s)* shall be permitted to be counted as *non-residential gross floor area* solely for the purpose of meeting the minimum non-residential density requirement of this section.

4. USES AT GRADE

1. No person shall erect or use a building or structure fronting onto Abell Street for any purpose unless:
- (i) at least 60 percent of the aggregate width of any building facade facing onto Abell Street is used for *street-related retail and service uses* and/or for the purpose of an *artist live/work studio, artist's or photographer's studio, custom workshop, performing arts studio, public art gallery or commercial school* 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 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%).

5. 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 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 and provided the following paragraphs are complied with:
- (i) No person shall erect or use a building or structure having a greater *height* in metres than the height limit specified by the numbers following the symbol “H” as shown on Map 2.
 - (ii) For clarity, where either no height limit or a height limit “H 0” is specified, no buildings or structures are permitted.

- (iii) 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 3.0 metres and the applicable height limit;
 - ii. the stair tower, elevator overrun and/or mechanical equipment enclosure and any associated guardrails are located within the areas outlined by dashed lines and identified as “Area of Limited Mechanical Equipment” on Map 2; and
 - iii. the stair tower, elevator overrun and/or mechanical equipment enclosure shall cover no more than 50% of the area outlined by dashed lines and identified as “Area of Limited Mechanical Equipment” on Map 2.

- (iv) No building or structure shall be erected which does not have:
 - a. a minimum stepback of 2.0 metres on the north side of *Building A* and the northernmost 58 metres of the east side of *Building A*, at a *height* between 13 metres and 17.7 metres; and
 - b. a minimum stepback of 2.0 metres on all sides of *Building B* at a height between 11 metres and 15.1 metres;

- (v) The maximum *floor plate* for the portion of *Building A* at a *height* above 29.5 metres is 1200 square metres.

- (vi) 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.

- (vii) The maximum number of storeys shall be:
 - a. for the northernmost 39 m of *Building A*, 8 storeys;
 - b. below the first stepback of *Building B*, 4 storeys

2. Notwithstanding paragraph 5.1 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 2 except:

- (i) stairs (excluding stairs providing access to underground areas), 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	(I) not permitted in <i>publicly accessible landscaped open space</i> as shown on Map 3
C. porch (covered platform) that is <i>landscaped open space</i> and is less than 1.2 m 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	(I) not permitted in <i>publicly accessible landscaped open space</i> ;
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. (II) not permitted above a height of 29.5 m on <i>Building A</i> outside of the “Area of Limited Mechanical Equipment” indicated on Map 2 (III) not permitted above a height of 59.5 m on <i>Building B</i>
F. balconies (<i>Building A</i>)	Beyond the heavy lines on Map 2 at that height	(I) For balconies located on the first five floors, not more than 0.45 m from the wall to which it is attached; (II) For balconies located at the	(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

		6 th storey and above, not more than 0.75 m from the wall to which it is attached	
F. balconies (<i>Building B</i>)	Beyond the heavy lines on Map 2 at that height	(I) For balconies located on the first four floors, not more than 0.45 m from the wall to which it is attached; (II) For balconies located at the 5 th storey and above, 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

6. LANDSCAPED OPEN SPACE

1. *Publicly accessible landscaped open space* and *publicly accessible open space* is required in the locations indicated on Map 3.
2. A minimum of 75% *soft landscaping* shall be provided within the *publicly accessible landscaped open space* indicated on Map 3.

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) *live/work units*.
 - (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* shall:
 - a. be individually designated by means of clearly visible signs as being for the exclusive use of visitors to the residential portions of the buildings;
 - b. be equally available to visitors of all residents, excluding *affordable artists live-work studio* and the first 20 *live-work units* ; and
 - c. be accessible by driveways or passageways designating the way to the visitors' parking facilities with the route to the visitor *parking spaces* designated by clearly visible signs
 - (iv) pursuant to (i) above, up to 10% of the *parking spaces* required by subsection (i) may be *small car parking spaces*;
 - (v) 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 12.5% of the required resident parking. 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 revert as follows:
 - a) 51% of any such spaces shall be provided and maintained on the site as residential visitor *parking spaces* for the exclusive use of residential visitors to the building within which the spaces are provided and signed as such and equally available to all residents of the site; and
 - b) 49% of any such spaces shall be provided and maintained as resident *parking spaces*, for the exclusive use of residents of the site.
2. No *parking spaces* shall be required for non-residential uses unless the *non-residential gross floor area* exceeds 2,000 sq.m. 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*.

3. Notwithstanding Section 4(13)(a) of Zoning By-law 438-86, as amended, the minimum requirement for bicycle parking shall be as described in Section 4(13) but the requirement:
 - (i) shall not be capped at 200 *bicycle parking spaces*; and
 - (ii) shall not include *bicycle parking spaces* provided within individual storage lockers.

8. **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 on the lands municipally known as 48 Abell Street to be shared with the uses permitted on the 150 Sudbury Street lands.

9. **RESIDENTIAL AMENITY SPACE**

1. Notwithstanding the provisions of Section 4(12) of Zoning By-law 438-86, as amended, indoor *residential amenity space* shall be provided as follows:
 - (i) a minimum of 557 square metres of indoor *residential amenity space* shall be provided for up to 400 *dwelling units*, of which a minimum of 100 square metres shall be located in a multi-purpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and has immediate access to a washroom; and
 - (ii) for each additional *dwelling unit* above 400 *dwelling units*, indoor *residential amenity space* shall be provided at a rate of 1.39 square metres per *dwelling unit*.

10. **HOUSING MIX**

1. A minimum of 17 percent of all residential *dwelling units*, excluding any *artist live/work studio* and the first 20 *live-work units*, shall have 2 or more bedrooms.

11. **SITE SPECIFIC EXCEPTIONS**

1. The following site specific exceptions shall be deleted from the Index of Exceptions for 48 Abell:
 - i. Section 12 (1) 287;
 - ii. Section 12 (1) 290;
 - iii. Section 12 (2) 270; and
 - iv. B: 832-00.
2. This exception will prevail over any provision of any other exception included in Section 12(2) of By-law 438-86, as amended.
3. By-law 832-2000 is hereby repealed.

12. **IMPLEMENTATION**

1. No person shall erect or use any building or structure unless the development includes loading and vehicular access which is designed to be shared with the site known in 2007 as 48 Abell Street;
2. 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 13(1) 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 enter into an agreement to sell a minimum of 5202 sq.m.(56,000 sq. ft.) of total non-residential floor area fronting on Abell Street to the City, or an art-space management organization acceptable to the City, at \$150.00 per square foot of non-residential gross floor area. There will be no indexing or increases applicable to this non-residential gross floor area price. This space may be used for *artists live/work studios, affordable work studios, or galleries*. In the case of *artists live/work studios*, the space will include kitchens with four appliances and bathrooms
 - iii) provide a cash-in-lieu of park land contribution equal to 5% of the value of the site payable in accordance with City standards.
 - iv) the owner shall enter into an agreement with the City of Toronto to secure the funding and timing of construction of the extension of Sudbury Street from the existing terminus of Sudbury Street to Queen Street at Gladstone Avenue;
 - v) the owner shall convey for nominal consideration and at no cost to the City any lands within the heavy lines shown on Map 1 that are required for the extension of Sudbury Street;
 - vi) the owner shall convey for nominal consideration and at no cost to the City any lands within the heavy lines shown on Map 1 that are required for the extension of Abell Street;
 - vii) 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;
 - viii) the owner shall register on title of the lot the Agreement dated November 16, 2006 , as amended, between Landmark Developments Inc., Greater Toronto Transit Authority and Canadian National Railway Company;

- ix) the owner shall enter into an agreement with the City or other affected party to provide access to the 48 Abell Street lands through the 150 Sudbury Street lands.

13. SECTION 37 OF THE PLANNING ACT

- 1. The owner of the *lot* at its own expense and in accordance with and subject to the agreement referred to in Section 12 (2) herein shall provide the following facilities, services and matters to the City:

- 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) Sudbury Street Extension

- prior to condominium registration, the owner shall construct, or cause another party to construct, the extension of Sudbury Street from the intersection of Gladstone Avenue and Queen Street West to its existing terminus, providing that in the event that Sudbury has not been extended from its existing terminus to the westerly boundary of the site known municipally in 2007 as 150 Sudbury Street, the City makes all necessary arrangements to enable the owner to construct that portion of the extension;

- iii) Crash Mitigation Measures

- prior to condominium registration, the owner shall construct, or cause another party to construct, crash mitigation measures related to the rail corridor, as set out in an agreement dated November 16, 2006, as amended, between Landmark Developments Inc., Greater Toronto Transit Authority and Canadian National Railway Company;

- iv) Noise and Vibration

- prior to condominium registration, the owner shall construct, or cause another party to construct, any works required by the agreement dated November 16th, 2006, as amended, with Greater Toronto Transit Authority and Canadian National Railway Company;

v) Publicly Accessible Landscaped Open Space

prior to condominium registration, the owner shall authorize and permit public access to the publicly accessible landscaped open space shown on Map 3;

vi) 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;

vii) Integrated Landscaping and Connectivity

- a. the owner shall provide for integrated landscaping with the site known municipally in 2007 as 48 Abell Street, to the satisfaction of the City; and
- b. the owner shall provide for integrated bicycle and pedestrian connectivity with the site known municipally in 2007 as 48 Abell Street and the Sudbury Street extension, to the satisfaction of the City;

viii) 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;

ix) Soil remediation

- a. the owner shall remediate the lands for the Abell Street extension referred to in Section 12(2) of this exception, if required, prior to conveyance and in accordance with City and Ministry of Environment Standards; and
- b. the owner shall remediate the lands for the extension of Sudbury Street referred to in Section 12(2) of this exception to City and Ministry of the Environment standards prior to the conveyance, if necessary;

x) Development Charge Credits

- a. provided the Sudbury Street extension is constructed as outlined in Section 12(2) of this exception, the City will provide the owner with Development Charge Credits. The Development Charge Credits for roads will be limited to the lesser of the applicable portion of the Development Charge or the actual cost of the City's share of construction costs applicable to the portion of

the extension of Sudbury Street forming part of the 150 Sudbury Street lands.

- b. provided the servicing for the portion of the Sudbury Street extension which is within the 150 Sudbury Street lands meets the minimum sizes required for Development Charge Credits, the City will support a request for Development Charge Credits. Development charge credits for servicing will be limited to the lesser of the applicable portion of the Development Charge or the actual cost of the construction of the servicing. The amount of Development Charge Credits (roads and servicing) will be subject to approval of the Executive Director, Technical Services, acting reasonably;

xi) Abell Street Construction Costs

the owner shall pay 50% of the construction costs of that portion of the Abell Street extension which is adjacent to the 150 Sudbury Street site by the owner. The City holds a Letter of Credit in the amount of \$110,000 from a previous rezoning on the same site. These funds will be credited to the owner of the 150 Sudbury Street lands towards the construction of the Abell Street Extension;

xii) Easements on open space

- a. the owner shall secure a surface easement in favour of the City of Toronto, satisfactory to the Chief Planner and Executive Director, City Planning Division, acting reasonably, for the lands designated publicly accessible landscaped open space and publicly accessible open space on Map 3 attached hereto. Activities to be permitted within the lands designated publicly accessible landscaped open space and publicly accessible open space on Map 3 attached hereto shall be consistent with uses generally permitted in public parks (without the need for special permits);
- b. the owner shall provide an easement in favour of the City of Toronto for public access between *Building B* and the lands known municipally as 48 Abell Street to the satisfaction of the Chief Planner and Executive Director, City Planning Division;

xiii) Informal Loading Space

the owner will use its best efforts to provide, in conjunction and co-operation with the lands known municipally as 48 Abell Street, a shared loading area for residents and/or tenants in the publicly accessible open space area to the north of *Building A*;

xiv) Design of publicly accessible open spaces

the owner shall provide public access (including barrier free options) between the 150 Sudbury Street lands and the 48 Abell Street lands across the publicly accessible open space and publicly accessible landscaped open space. The design and grading of the open spaces on both properties will be coordinated.

xv) Cash contribution

- a. the owner shall provide a cash contribution of \$1,250,000 for local arts and community infrastructure investment, of which up to \$250,000 may be used for costs related to the relocation of the Public Health offices from 1115 Queen Street West. Payment will be secured by a letter of credit lodged with the City no later than the issuance of the designated building permit for the project. The letter of Credit will be indexed to the construction price index starting from June 30, 2009; and
- b. should the development outlined in the settlement dated October 23, 2007 not proceed and, for any reason, should the owner not provide or should the owner request the return of the cash contribution, the parkland contribution for any other development on the site would be determined based on the size of the site in 2006 (10,002 square metres).

14. 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 terms *artist live/work studio*, *grade*, *height*, *parking space* and *residential amenity space*.

The following definitions either replace the definitions listed above or provide definitions for new terms:

affordable shall mean, in the context of work-only artist studios, that the work space will be rented substantially below market rent for commercial/industrial spaces, to the satisfaction of the Executive Director, Toronto Culture, in consultation with the Director, Business Development and Retention

artist live/work studio 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

Building A shall mean *Building A* as shown on Map 2;

Building B shall mean *Building B* as shown on Map 2;

car-share 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;

car-share parking space shall mean a *parking space* exclusively reserved and signed for a car used only for *car-share* purposes and such *car-share* is for the use of carshare members, including non-residents;

floorplate shall mean the total floor area of a storey measured to the exterior walls of that storey;

grade shall mean the average elevation of the sidewalk or planned elevation of the sidewalk on Sudbury Street adjacent to the *lot*;

height shall mean the vertical distance between *grade* and the highest point of the roof or, where there is no roof, the highest point of the structure;

parking space shall mean an unobstructed area, at least 5.9 metres in length and at least 2.6 metres in width which is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another motor vehicle, or a parking space within a *parking stacker*;

publicly accessible open space shall mean space which is open and accessible to the public at all times and includes driveways and loading areas.

publicly accessible landscaped open space shall mean *landscaped open space* which is open and accessible to the public at all times;

residential amenity space shall mean a common area or areas within the *lot* provided for recreational and social purposes, any portion of which:

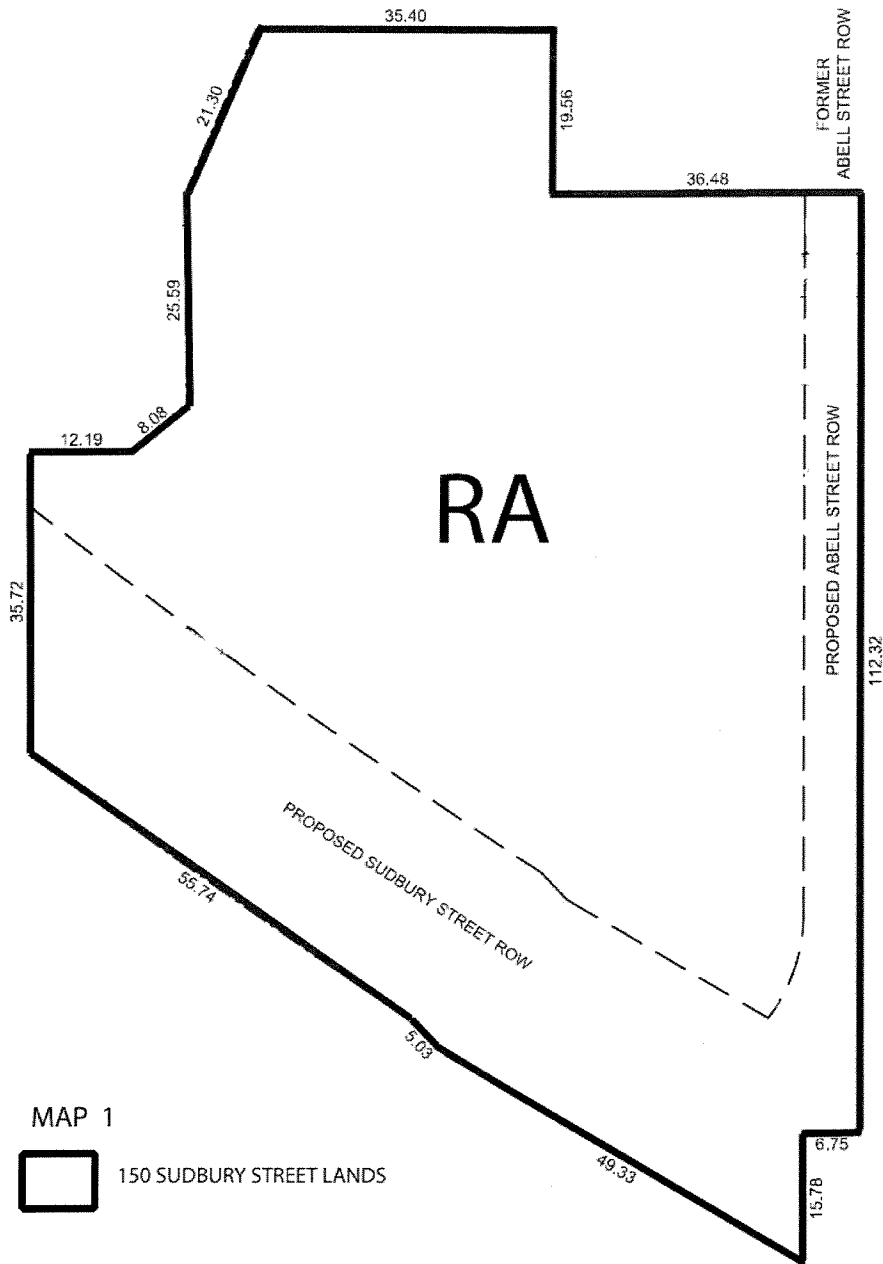
- a. if located indoors, shall be provided exclusively for the use of the residents of the buildings;
- b. if located outdoors, shall generally, but not exclusively, be provided for the use of the residents of the building; and
- c. if located outdoors, cannot include a passive or otherwise inaccessible green roof;

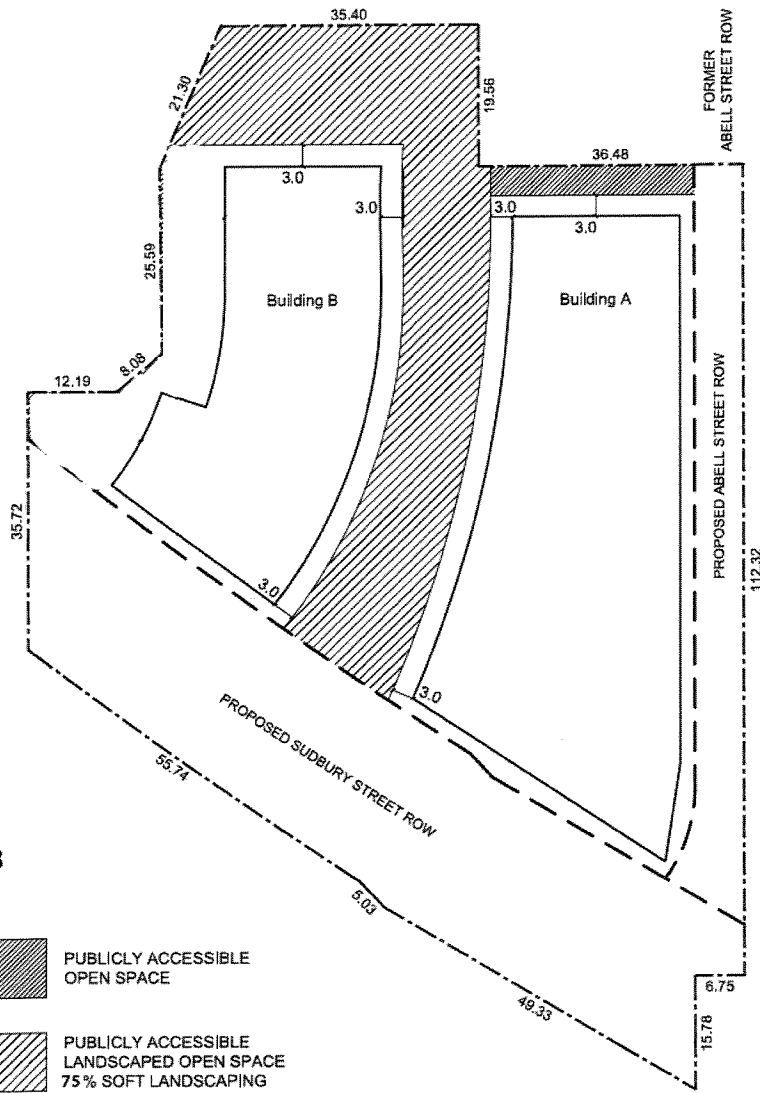
soft landscaping shall mean an open, unobstructed area that supports the growth of vegetation such as grass, trees, shrubs, flowers or other plants

small car parking space shall mean a *parking space* having a minimum unobstructed area 2.4 metres wide by 5.0 metres long which is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another motor vehicle, except the width of the parking space shall be:

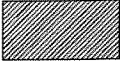
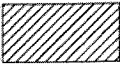
- a. 2.7 metres wide where there is an obstruction on one side of the space; or
- b. 3.1 metres wide where there are obstructions on both sides of the space;

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 occurred.





MAP 3

-  PUBLICLY ACCESSIBLE OPEN SPACE
-  PUBLICLY ACCESSIBLE LANDSCAPED OPEN SPACE 75% SOFT LANDSCAPING



CITY OF TORONTO

BY-LAW No. 1169-2009(OMB)

This is Exhibit "J" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to the lands municipally known as 150 Sudbury Street.

WHEREAS the Ontario Municipal Board, by way of an Order issued on January 8, 2008, determined to amend the former City of Toronto Zoning By-law No. 438-86, as amended, with respect to lands municipally known in the year 2006 as 150 Sudbury Street; and

WHEREAS authority is given to the Ontario Municipal Board under Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended; 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 150 Sudbury 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 No. 438-86, as amended, 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 the Ontario Municipal Board orders that By-law No. 438-86, as amended, of the former City of Toronto, is amended as follows:

1. By-law No. 438-86, as amended, is further amended by:
 - (1) Amending Appendix A, Map 49G-321 to rezone the lands shown within the heavy lines on Map 1 of this By-law from I1 D3 to RA as shown on Map 1 of this exception.
 - (2) Adding the following exception to Section 12(2):

On the lands outlined by heavy lines and identified as 150 Sudbury Street on Map 1 to this exception, 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 No. 438-86

1. The following sections of Zoning By-law No. 438-86 do not apply to any building or structure to be erected or used within the lands indicated on Map 1 to this exception:

- Section 4(2)
- Section 4(16)
- Section 4(17)
- 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 No. 438-86 shall be replaced by the definitions in Section 14 of this exception:

- (i) *artist live/work studio;*
- (ii) *grade;*
- (iii) *height;*
- (iv) *parking space; and*
- (v) *residential amenity space.*

2. PERMITTED USES

Notwithstanding the uses permitted in the RA zone by Section 7(1)(f) of Zoning Bylaw No. 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
(b)	NON-RESIDENTIAL USES		
(i)	COMMUNITY SERVICES, CULTURAL AND ARTS FACILITIES		
	<i>municipal community centre</i>	*	Q5
	<i>performing arts studio</i>	*	Q5
	<i>charitable institution</i>	*	Q3,
	<i>non-profit institution</i>	*	Q5
	<i>concert hall</i>	*	Q5
(ii)	GENERAL INSTITUTIONS		
	<i>private academic, philanthropic or religious school</i>	*	Q5
	vocational school	*	Q5
(iii)	RETAIL AND SERVICE SHOPS		
	Any of the uses permitted in a RA district in section (7)(1)(f)(b)(iv) except		Q1, Q2, Q5
	A. an <i>entertainment facility</i> is not permitted; and		
	B. a <i>courier service</i> is not permitted		
(iv)	WORKSHOPS AND STUDIOS		
	<i>Artist's or photographer's studio</i>	*	Q5
	<i>custom workshop</i>	*	Q5
	<i>designer's studio</i>	*	Q5
	<i>performing arts studio</i>	*	Q5
	<i>software, design and development establishment</i>	*	Q5
(v)	OFFICES		
	Any of the uses permitted in a RA district in section (7)(1)(f)(b)(vi)	*	Q5

(vi)	AUTOMOBILE RELATED USES		
	<i>Parking area</i>	*	P
	<i>Parking garage</i>	*	P
	<i>Parking stacker</i>	*	Q4
	<i>Private garage</i>	*	P
	<i>Taxicab stand or station</i>	*	P
	<i>Car-share parking space</i>	*	P
(vii)	MISCELLANEOUS USES		
	<i>Commercial school</i>	*	Q5
	<i>Trade school</i>	*	Q5

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 place 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 on Map 3 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. The premises and offices of a *charitable institution, non-profit institution* or other community or social agency are permitted uses provided they are used for the purpose of providing a community service such as, but not limited to, employment, immigration, counselling, recreation, housing, nutrition, welfare or legal services.

4. A *parking stacker* is permitted, provided:
 - (i) it is *accessory*; and
 - (ii) it is located within a building.
5. No uses or combination of uses permitted by Section 2.d)(b) (i), (ii), (iii), (iv), (v) and (vii) 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 521 square metres.

3. NON-RESIDENTIAL USES

1. A minimum *non-residential gross floor area* of 3,750 square metres shall be provided in *Building A*. For the purpose of calculating the minimum *non-residential gross floor area*, non-residential uses are as defined in the chart in Section 2 of this exception except:
 - (i) *non-residential gross floor area* relating to the following uses shall not count toward meeting the minimum non-residential use requirement of this exception:
 - (a) uses listed in the chart in Section 2(d)(b)(vi) of this exception under the heading "Automobile-Related Uses";
 - (b) *bicycle parking spaces*; and
 - (c) *parking spaces*.
 - (ii) *residential gross floor area* of an *artist live/work studio(s)* shall be permitted to be counted as *non-residential gross floor area* solely for the purpose of meeting the minimum non-residential density requirement of this section.

4. USES AT GRADE

1. No person shall erect or use a building or structure fronting onto Abell Street for any purpose unless:
 - (i) at least 60 percent of the aggregate width of any building facade facing onto Abell Street is used for *street-related retail and service uses* and/or for the purpose of an *artist live/work studio, artist's or photographer's studio, custom workshop, performing arts studio, public art gallery or commercial school* at the main floor level of the building;

- (ii) there shall be at least one entry door every 15 metres at *grade* along the portion of the building described in 1.(i) above;
- (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; and
- (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%).

5. BUILDING ENVELOPES AND MAXIMUM HEIGHTS

1. Notwithstanding the “Height and Minimum Lot Frontage” Map 49G-321 contained in Appendix ‘B’ of Zoning By-law No. 438-86, as amended, no person shall erect or use a building or structure on the lands shown on Map 1 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 and provided the following paragraphs are complied with:

- (i) No person shall erect or use a building or structure having a greater *height* in metres than the height limit specified by the numbers following the symbol “H” as shown on Map 2.
- (ii) For clarity, where either no height limit or a height limit “H 0” is specified, no buildings or structures are permitted.
- (iii) 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 3.0 metres and the applicable height limit;
 - ii. the stair tower, elevator overrun and/or mechanical equipment enclosure and any associated guardrails are located within the areas outlined by dashed lines and identified as “Area of Limited Mechanical Equipment”

- on Map 2; and
 - iii. the stair tower, elevator overrun and/or mechanical equipment enclosure shall cover no more than 50% of the area outlined by dashed lines and identified as “Area of Limited Mechanical Equipment” on Map 2.
 - (iv) No building or structure shall be erected which does not have:
 - a. a minimum setback of 2.0 metres on the north side of *Building A* and the northernmost 58 metres of the east side of *Building A*, at a *height* between 13 metres and 17.7 metres; and
 - b. a minimum setback of 2.0 metres on all sides of *Building B* at a height between 11 metres and 15.1 metres.
 - (v) The maximum *floor plate* for the portion of *Building A* at a *height* above 29.5 metres is 1200 square metres.
 - (vi) 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.
 - (vii) The maximum number of storeys shall be:
 - a. for the northernmost 39 m of *Building A*, 8 storeys; and
 - b. below the first setback of *Building B*, 4 storeys.
- 2. Notwithstanding paragraph 5.1 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 2 except:
 - (i) stairs (excluding stairs providing access to underground areas), 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	(I) not permitted in <i>publicly accessible landscaped open space</i> as shown on Map 3
C. porch (covered platform) that is <i>landscaped open space</i> and is less than 1.2 m 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	(I) not permitted in <i>publicly accessible landscaped open space</i> ;
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. (II) not permitted above a height of 29.5 m on <i>Building A</i> outside of the “Area of Limited Mechanical Equipment” indicated on Map 2 (III) not permitted above a height of 59.5 m on <i>Building B</i>

F. balconies (<i>Building A</i>)	Beyond the heavy lines on Map 2 at that height	(I) For balconies located on the first five floors, not more than 0.45 m from the wall to which it is attached; (II) For balconies located at the 6th storey and above, 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
G. balconies (<i>Building B</i>)	Beyond the heavy lines on Map 2 at that height	(I) For balconies located on the first four floors, not more than 0.45 m from the wall to which it is attached; (II) For balconies located at the 5th storey and above, 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

6. LANDSCAPED OPEN SPACE

1. *Publicly accessible landscaped open space* and *publicly accessible open space* is required in the locations indicated on Map 3.
2. A minimum of 75% *soft landscaping* shall be provided within the *publicly accessible landscaped open space* indicated on Map 3.

7. PARKING

1. Notwithstanding the provisions of Section 4(4)(b) of Zoning By-law No. 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) *live/work units*.
- (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* shall:
- a. be individually designated by means of clearly visible signs as being for the exclusive use of visitors to the residential portions of the buildings;
 - b. be equally available to visitors of all residents, excluding *affordable artists live-work studio* and the first 20 *live-work units*; and
 - c. be accessible by driveways or passageways designating the way to the visitors' parking facilities with the route to the visitor *parking spaces* designated by clearly visible signs.
- (iv) pursuant to (i) above, up to 10% of the *parking spaces* required by subsection (i) may be *small car parking spaces*;
- (v) 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 12.5% of the required resident parking. 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 revert as follows:
- (a) 51% of any such spaces shall be provided and maintained on the site as residential visitor *parking spaces* for the exclusive use of residential visitors to the building within which the spaces are

provided and signed as such and equally available to all residents of the site; and

- (b) 49% of any such spaces shall be provided and maintained as resident *parking spaces*, for the exclusive use of residents of the site.

2. No *parking spaces* shall be required for non-residential uses unless the *non-residential gross floor area* exceeds 2,000 sq.m. 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*.

3. Notwithstanding Section 4(13)(a) of Zoning By-law No. 438-86, as amended, the minimum requirement for bicycle parking shall be as described in Section 4(13) but the requirement:

- (i) shall not be capped at 200 *bicycle parking spaces*; and
- (ii) shall not include *bicycle parking spaces* provided within individual storage lockers.

8. LOADING

1. The provisions of Section 4(6) of Zoning By-law No. 438-86, as amended, shall be satisfied by *one loading space – type G* being provided on the lands municipally known as 48 Abell Street to be shared with the uses permitted on the 150 Sudbury Street lands.

9. RESIDENTIAL AMENITY SPACE

1. Notwithstanding the provisions of Section 4(12) of Zoning By-law No. 438-86, as amended, indoor *residential amenity space* shall be provided as follows:

- (i) a minimum of 557 square metres of indoor *residential amenity space* shall be provided for up to 400 *dwelling units*, of which a minimum of 100 square metres shall be located in a multi-purpose room or contiguous multi-purpose rooms, at least one of which contains a kitchen and has immediate access to a washroom; and
- (ii) for each additional *dwelling unit* above 400 *dwelling units*, indoor *residential amenity space* shall be provided at a rate of 1.39 square metres per *dwelling unit*.

10. HOUSING MIX

1. A minimum of 17 percent of all residential *dwelling units*, excluding any *artist live/work studio* and the first 20 *live-work units*, shall have 2 or more bedrooms.

11. SITE SPECIFIC EXCEPTIONS

1. The following site specific exceptions shall be deleted from the Index of Exceptions for 48 Abell:
 - (i) Section 12(1) 287;
 - (ii) Section 12(1) 290;
 - (iii) Section 12(2) 270; and
 - (iv) B: 832-00.
2. This exception will prevail over any provision of any other exception included in Section 12(2) of By-law No. 438-86, as amended.
3. By-law No. 832-2000 is hereby repealed.

12. IMPLEMENTATION

1. No person shall erect or use any building or structure unless the development includes loading and vehicular access which is designed to be shared with the site known in 2007 as 150 Sudbury Street;
2. 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 13(1) 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 enter into an agreement to sell a minimum of 5202 sq.m. (56,000 sq. ft.) of total non-residential floor area fronting on Abell Street to the City, or an art-space management organization acceptable to the City, at \$150.00 per square foot of non-residential gross floor area. There will be no indexing or increases applicable to this non-residential gross floor area price. This space may be used for *artists live/work studios*, *affordable work studios*, or galleries. In the case of *artists live/work studios*, the space will include kitchens with four appliances and bathrooms;
- (iii) provide a cash-in-lieu of park land contribution equal to 5% of the value of the site payable in accordance with City standards;
- (iv) the owner shall enter into an agreement with the City of Toronto to secure the funding and timing of construction of the extension of Sudbury Street from the existing terminus of Sudbury Street to Queen Street at Gladstone Avenue;
- (v) the owner shall convey for nominal consideration and at no cost to the City any lands within the heavy lines shown on Map 1 that are required for the extension of Sudbury Street;
- (vi) the owner shall convey for nominal consideration and at no cost to the City any lands within the heavy lines shown on Map 1 that are required for the extension of Abell Street;
- (vii) 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;
- (viii) the owner shall register on title of the lot the Agreement dated November 16, 2006, as amended, between Landmark Developments Inc., Greater Toronto Transit Authority and Canadian National Railway Company; and
- (ix) the owner shall enter into an agreement with the City or other affected party to provide access to the 48 Abell Street lands through the 150 Sudbury Street lands.

13. SECTION 37 OF THE *PLANNING ACT*

1. The owner of the *lot* at its own expense and in accordance with and subject to the agreement referred to in Section 12 (2) herein shall provide the following facilities, services and matters to the City:

(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) Sudbury Street Extension

prior to condominium registration, the owner shall construct, or cause another party to construct, the extension of Sudbury Street from the intersection of Gladstone Avenue and Queen Street West to its existing terminus, providing that in the event that Sudbury has not been extended from its existing terminus to the westerly boundary of the site known municipally in 2007 as 150 Sudbury Street, the City makes all necessary arrangements to enable the owner to construct that portion of the extension;

(iii) Crash Mitigation Measures

prior to condominium registration, the owner shall construct, or cause another party to construct, crash mitigation measures related to the rail corridor, as set out in an agreement dated November 16, 2006, as amended, between Landmark Developments Inc., Greater Toronto Transit Authority and Canadian National Railway Company;

(iv) Noise and Vibration

prior to condominium registration, the owner shall construct, or cause another party to construct, any works required by the agreement dated November 16, 2006, as amended, with Greater Toronto Transit Authority and Canadian National Railway Company;

(v) Publicly Accessible Landscaped Open Space

prior to condominium registration, the owner shall authorize and permit public access to the publicly accessible landscaped open space shown on Map 3;

(vi) 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;

(vii) Integrated Landscaping and Connectivity

a. the owner shall provide for integrated landscaping with the site known municipally in 2007 as 48 Abell Street, to the satisfaction of the City; and

b. the owner shall provide for integrated bicycle and pedestrian connectivity with the site known municipally in 2007 as 48 Abell Street and the Sudbury Street extension, to the satisfaction of the City.

(viii) 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;

(ix) Soil remediation

a. the owner shall remediate the lands for the Abell Street extension referred to in Section 12(2) of this exception, if required, prior to conveyance and in accordance with City and Ministry of Environment Standards; and

b. the owner shall remediate the lands for the extension of Sudbury Street referred to in Section 12(2) of this exception to City and Ministry of the Environment standards prior to the conveyance, if necessary.

(x) Development Charge Credits

- a. provided the Sudbury Street extension is constructed as outlined in Section 12(2) of this exception, the City will provide the owner with Development Charge Credits. The Development Charge Credits for roads will be limited to the lesser of the applicable portion of the Development Charge or the actual cost of the City's share of construction costs applicable to the portion of the extension of Sudbury Street forming part of the 150 Sudbury Street lands; and
- b. provided the servicing for the portion of the Sudbury Street extension which is within the 150 Sudbury Street lands meets the minimum sizes required for Development Charge Credits, the City will support a request for Development Charge Credits. Development charge credits for servicing will be limited to the lesser of the applicable portion of the Development Charge or the actual cost of the construction of the servicing. The amount of Development Charge Credits (roads and servicing) will be subject to approval of the Executive Director, Technical Services, acting reasonably.

(xi) Abell Street Construction Costs

the owner shall pay 50% of the construction costs of that portion of the Abell Street extension which is adjacent to the 150 Sudbury Street site by the owner. The City holds a Letter of Credit in the amount of \$110,000 from a previous rezoning on the same site. These funds will be credited to the owner of the 150 Sudbury Street lands towards the construction of the Abell Street Extension;

(xii) Easements on open space

- a. the owner shall secure a surface easement in favour of the City of Toronto, satisfactory to the Chief Planner and Executive Director, City Planning Division, acting reasonably, for the lands designated publicly accessible landscaped open space and publicly accessible open space on Map 3 attached hereto. Activities to be permitted within the lands designated publicly accessible landscaped open space and publicly accessible open space on Map 3 attached hereto shall be consistent

with uses generally permitted in public parks (without the need for special permits); and

- b. the owner shall provide an easement in favour of the City of Toronto for public access between *Building B* and the lands known municipally as 48 Abell Street to the satisfaction of the Chief Planner and Executive Director, City Planning Division.

(xiii) Informal Loading Space

the owner will use its best efforts to provide, in conjunction and co-operation with the lands known municipally as 48 Abell Street, a shared loading area for residents and/or tenants in the publicly accessible open space area to the north of *Building A*;

(xiv) Design of publicly accessible open spaces

the owner shall provide public access (including barrier free options) between the 150 Sudbury Street lands and the 48 Abell Street lands across the publicly accessible open space and publicly accessible landscaped open space. The design and grading of the open spaces on both properties will be coordinated;

(xv) Cash contribution

- a. the owner shall provide a cash contribution of \$1,250,000 for local arts and community infrastructure investment, of which up to \$250,000 may be used for costs related to the relocation of the Public Health offices from 1115 Queen Street West. Payment will be secured by a letter of credit lodged with the City no later than the issuance of the designated building permit for the project. The letter of Credit will be indexed to the construction price index starting from June 30, 2009; and

- b. should the development outlined in the settlement dated October 23, 2007 not proceed and, for any reason, should the owner not provide or should the owner request the return of the cash contribution, the parkland contribution for any other development on the site would be determined based on the size of the site in 2006 (10,002 square metres).

14. 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 terms *artist live/work studio*, *grade*, *height*, *parking space* and *residential amenity space*.

The following definitions either replace the definitions listed above or provide definitions for new terms:

affordable shall mean, in the context of work-only artist studios, that the work space will be rented substantially below market rent for commercial/industrial spaces, to the satisfaction of the Executive Director, Toronto Culture, in consultation with the Director, Business Development and Retention;

artist live/work studio 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;

Building A shall mean *Building A* as shown on Map 2;

Building B shall mean *Building B* as shown on Map 2;

car-share 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;

car-share parking space shall mean a *parking space* exclusively reserved and signed for a car used only for *car-share* purposes and such *car-share* is for the use of carshare members, including non-residents;

floorplate shall mean the total floor area of a storey measured to the exterior walls of that storey;

grade shall mean the average elevation of the sidewalk or planned elevation of the sidewalk on Sudbury Street adjacent to the *lot*;

height shall mean the vertical distance between *grade* and the highest point of the roof or, where there is no roof, the highest point of the structure;

parking space shall mean an unobstructed area, at least 5.9 metres in length and at least 2.6 metres in width which is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another motor vehicle, or a parking space within a *parking stacker*;

publicly accessible open space shall mean space which is open and accessible to the public at all times and includes driveways and loading areas;

publicly accessible landscaped open space shall mean *landscaped open space* which is open and accessible to the public at all times;

residential amenity space shall mean a common area or areas within the *lot* provided for recreational and social purposes, any portion of which:

- a. if located indoors, shall be provided exclusively for the use of the residents of the buildings;
- b. if located outdoors, shall generally, but not exclusively, be provided for the use of the residents of the building; and
- c. if located outdoors, cannot include a passive or otherwise inaccessible green roof.

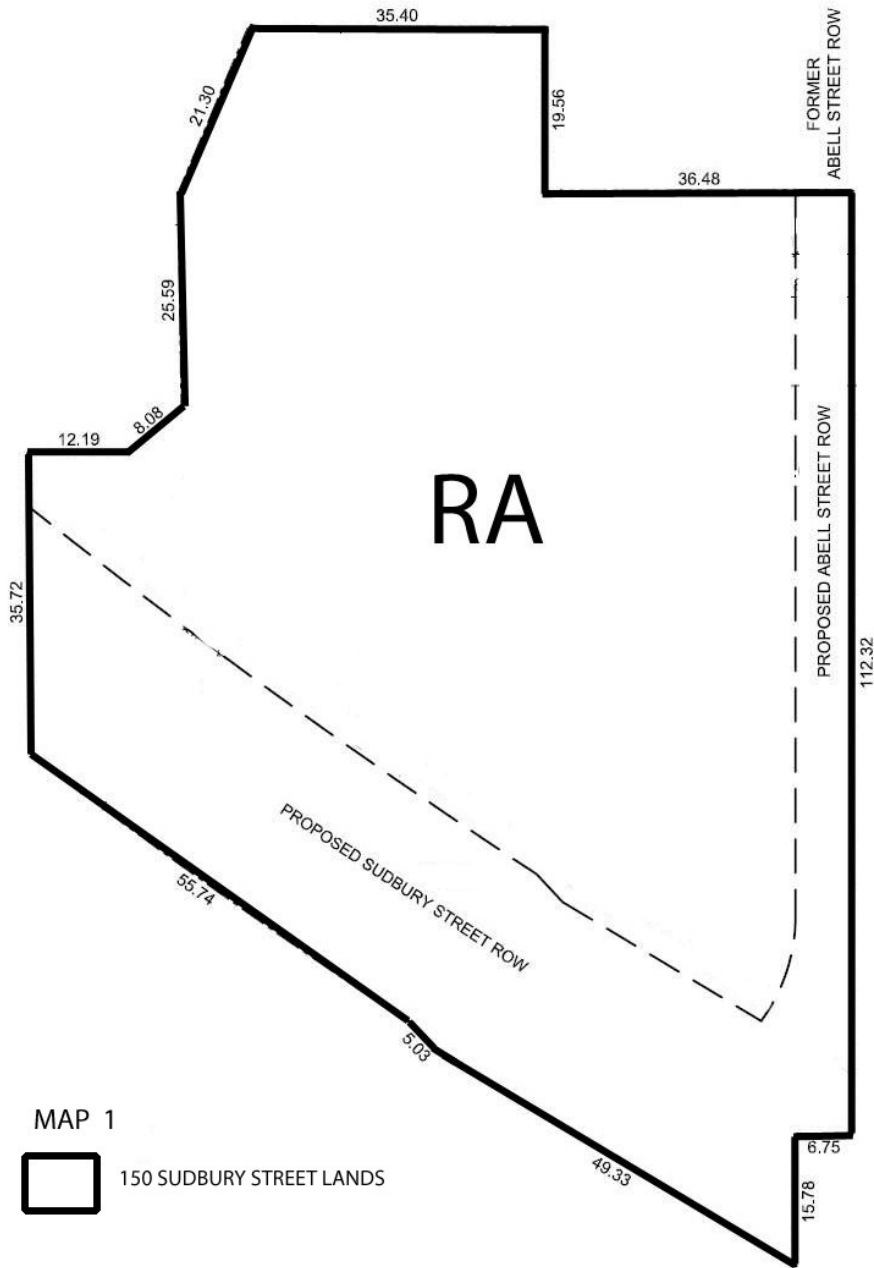
soft landscaping shall mean an open, unobstructed area that supports the growth of vegetation such as grass, trees, shrubs, flowers or other plants;

small car parking space shall mean a *parking space* having a minimum unobstructed area 2.4 metres wide by 5.0 metres long which is readily accessible at all times for the parking and removal of a motor vehicle without the necessity of moving another motor vehicle, except the width of the parking space shall be:

- a. 2.7 metres wide where there is an obstruction on one side of the space; or

- b. 3.1 metres wide where there are obstructions on both sides of the space.
- 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 occurred.

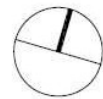
PURSUANT TO THE DECISION/ORDER OF THE ONTARIO MUNICIPAL BOARD ISSUED ON JANUARY 8, 2008 IN BOARD CASE NO. PL051203, PL060087 AND PL060443.

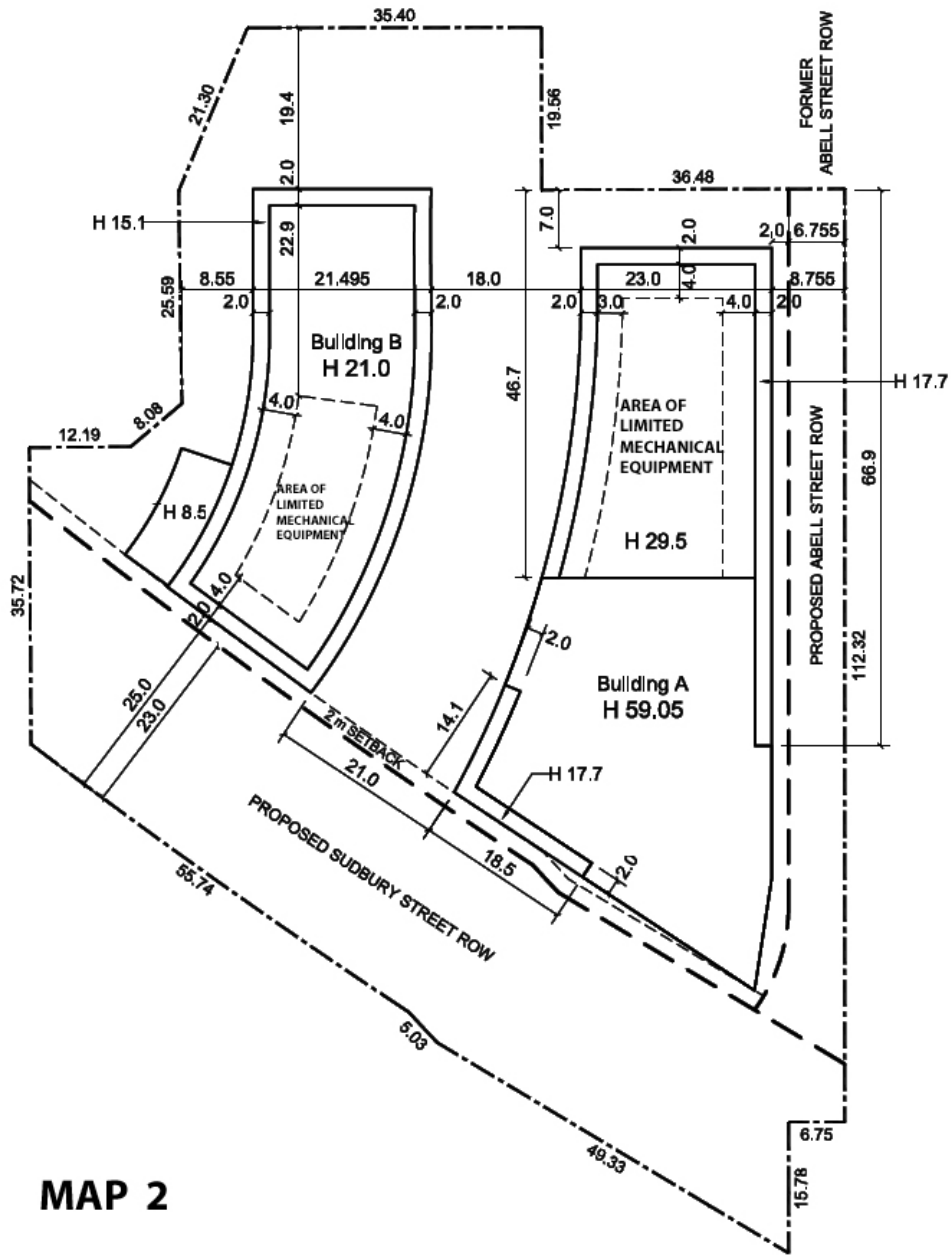


MAP 1

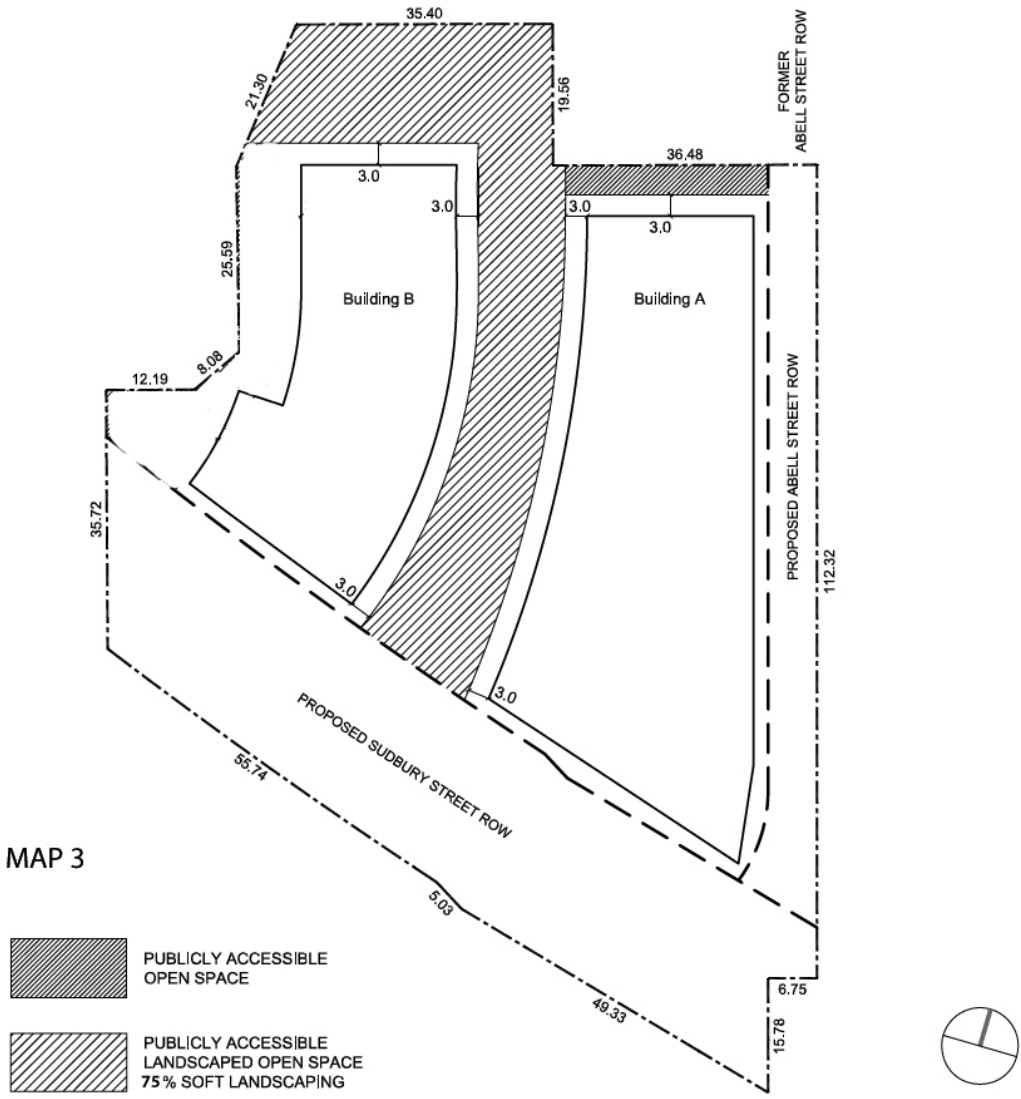


150 SUDBURY STREET LANDS





MAP 2



Authority: Toronto and East York Community Council Item 35.2,
as adopted by City of Toronto Council on July 6, 7 and 8, 2010
Enacted by Council: July 8, 2010

This is Exhibit "K" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

CITY OF TORONTO

BY-LAW No. 783-2010

To adopt Amendment No. 121 to the Official Plan of the City of Toronto with respect to the lands municipally known as 38 Abell Street.

WHEREAS authority is given to Council under the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The attached Amendment No. 121 to the Official Plan is hereby adopted pursuant to the *Planning Act*, as amended.

ENACTED AND PASSED this 8th day of July, A.D. 2010.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

AMENDMENT NO. 121 TO THE OFFICIAL PLAN

LANDS MUNICIPALLY KNOWN IN THE YEAR 2009 AS 38 ABELL STREET

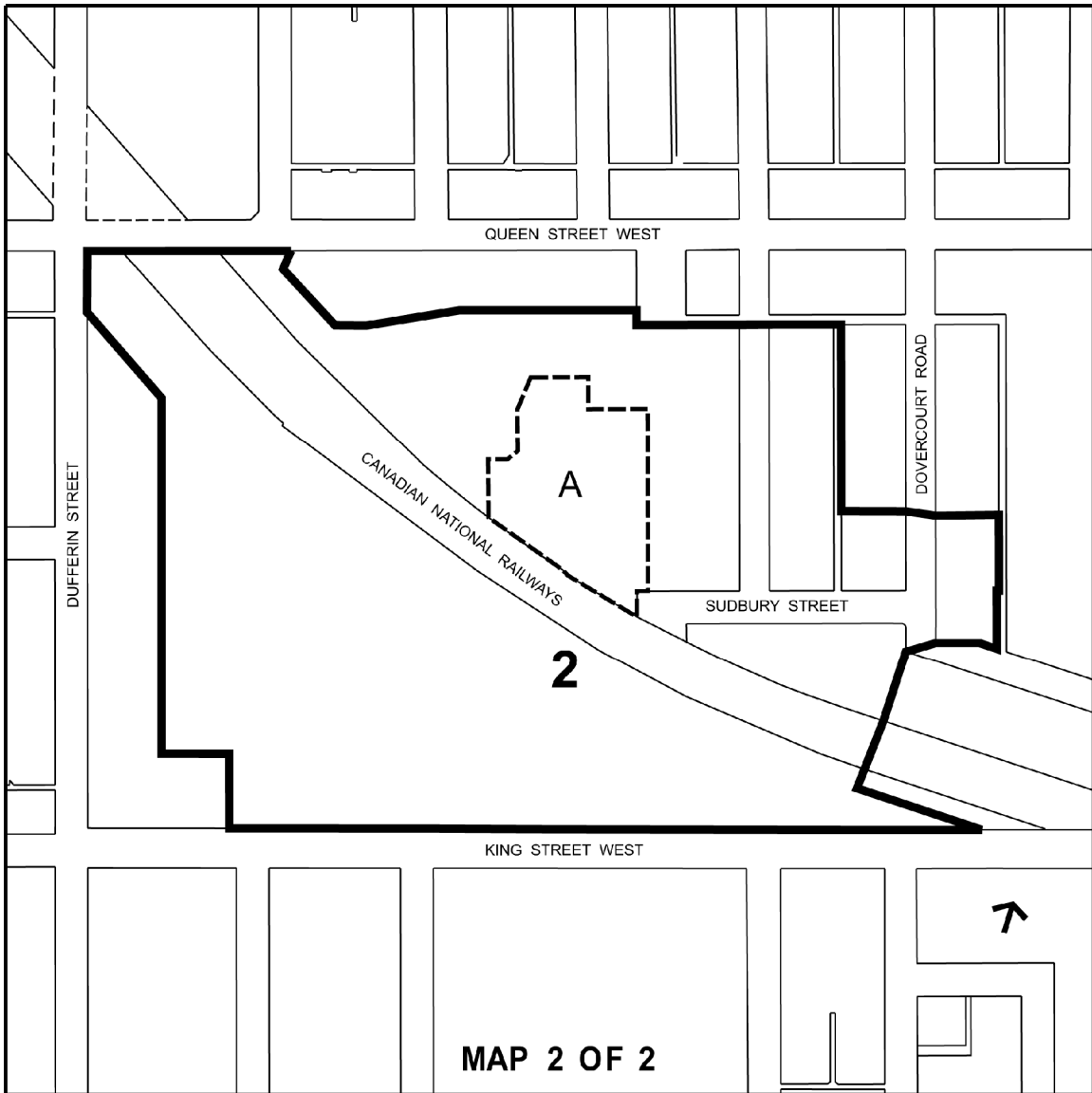
The Official Plan of the City of Toronto is amended as follows:

1. Chapter 6, Section 14 (Garrison Common North Secondary Plan) is amended by adding the following to the end of Sub-Section 10.2, Site and Area Specific Policies, clause 2 (Area 2):

"The following policies also apply to the lands municipally known in the year 2009 as 38 Abell Street and shown as A on Area 2 Map above:

- (a) The 20 artist live/work studio units initially provided as affordable rental housing may be registered as condominium units, provided such units are:
 - (i) owned by a non-profit housing provider;
 - (ii) secured in one or more agreements with the non-profit housing provider as affordable rental housing for a term of at least 25 years; and
 - (iii) secured in one or more agreements with the non-profit housing provider as rental housing for an additional term beyond the initial term for which they are secured as affordable rental housing, for a combined total term of 50 years.
 - (b) The 20 artist live/work studio units on these lands will be considered to be rental housing for the purposes of the Official Plan."
2. The Area 2 Map (second of two Area 2 maps) is amended to show the location of 38 Abell Street as shown on attached Schedule 1.

Schedule 1



Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits



**STAFF REPORT
ACTION REQUIRED**

**38 Abell Street (formerly known as 150 Sudbury Street) –
City Initiated Official Plan Amendment to Allow
Condominium-Registered Rental Units – Final Report**

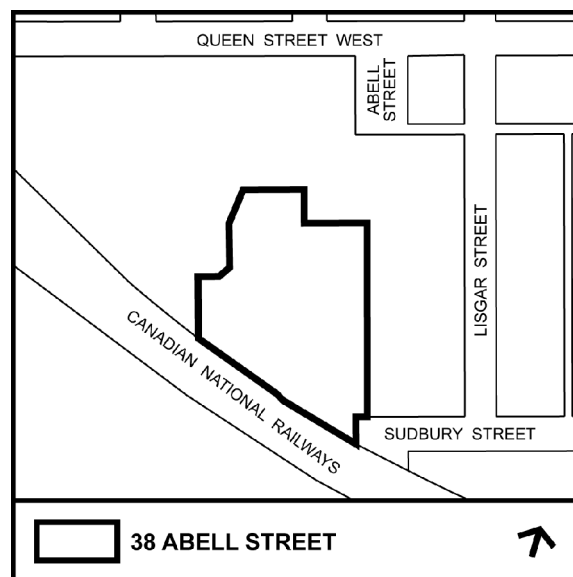
Date:	May 26, 2010
To:	Toronto and East York Community Council
From:	Director, Community Planning, Toronto and East York District
Wards:	Ward 18 – Davenport
Reference Number:	10 150937 STE 18 OZ

SUMMARY

This proposed Official Plan Amendment (OPA) was initiated by the City after January 1, 2007 and is subject to the new provisions of the *Planning Act* and the *City of Toronto Act, 2006*. At its meeting on May 11 and 12, 2010, City Council directed City Planning staff to immediately commence the Official Plan Amendment process.

The proposed OPA amends the definition of “rental housing” for the lands known as 38 Abell Street (formerly known as 150 Sudbury Street) in order for Toronto Artscape Inc., a non-profit housing provider, to benefit from municipal assistance through property tax waivers for the provision of affordable rental housing.

City Council adopted amendments to the Zoning By-law for 150 Sudbury Street, which secures 20 artist live/work units with affordable rents (0.8 times the average CMHC market rent for the City). The Bills have not yet been placed before City Council for enactment. These 20 units are proposed to be condominium registered units, which is explicitly prohibited by the definition of “rental housing” in the Official Plan. In order to benefit from



municipal assistance for affordable rental units, while at the same time being condominium registered units, the proposed site specific OPA is required for the 20 live/work units at 38 Abell Street.

This report discusses the issues and recommends approval of the City initiated amendment to the Official Plan.

RECOMMENDATIONS

The City Planning Division recommends that:

1. City Council amend the Official Plan, for the lands at 38 Abell Street substantially in accordance with the draft Official Plan Amendment attached as Attachment No. 1 to the report dated May 26, 2010 from the Director, Community Planning, Toronto and East York District.
2. City Council authorize the City Solicitor to make such stylistic and technical changes to the draft Official Plan Amendment referred to in Recommendation 1, above, as may be required.

Financial Impact

The recommendations in this report have no direct financial impact.

In a report to the Affordable Housing Committee (dated June 1, 2010), the Director, Affordable Housing Office (AHO), recommended property tax exemptions for the 20 affordable housing units to be owned and operated by Toronto Artscape Inc. (“Artscape”), which entails direct financial impacts. In the June 1, 2010 report, the Director, AHO recommended amendments to the City’s Municipal Housing Facilities By-law and describes the financial impacts associated with the property tax exemption over the 25-year term.

DECISION HISTORY

City Council

At its meeting on May 11, 12, 2010, City Council adopted the recommendations from the Executive and Affordable Housing Committees. City Council amended the Executive Committee recommendations by extending the term to 25 years of property tax waivers from the originally recommended 20 years. City Council’s decision document can be accessed at this link: <http://www.toronto.ca/legdocs/mmis/2010/cc/decisions/2010-05-11-cc49-dd.htm>. City Council adopted the following recommendations (EX43.29):

1. City Council approve in principle the following recommendations as set out below:

- a. Exempt the 20 affordable rental housing units to be operated by Toronto Artscape Inc. at 150 Sudbury Street from taxation for municipal and school purposes for a period of 25 years.
- b. Grant authority to the Director, Affordable Housing Office, in consultation with City Finance and City Legal, to amend the definition of "housing project" in By-law No. 282-2002, the City's Municipal Housing Facility By-law, to exempt the affordable rental housing units at 150 Sudbury from the restriction that affordable rental housing projects not be registered condominiums.
- c. Grant authority to the Director, Affordable Housing Office to negotiate and enter into a municipal capital facility agreement with Toronto Artscape Inc., or such other corporation controlled by it, to secure the ongoing affordability of the rental housing units being exempted from taxation, on such terms and conditions, including the taking of security, as the Director considers appropriate and in a form satisfactory to the City Solicitor.
- d. Grant authority to, and direct the Director, Affordable Housing Office to execute, on behalf of the City, the municipal housing facility agreement, and any security or financial documents required thereby.

Parts 1a to d above are conditional on staff immediately bringing forward a site specific official plan amendment to allow condominium registered units owned by Artscape at 150 Sudbury Street as affordable rental housing to the Toronto East York Community Council.

2. City Council request the Chief Planner and Executive Director, City Planning, in consultation with Deputy City Manager Sue Corke and Director, Affordable Housing Office, to bring forward to Planning and Growth Management Committee any needed changes to the Official Plan to facilitate affordable rental housing owned by a non-profit housing provider within a registered plan of condominium on a City-wide basis.
3. City Council thank Toronto Artscape Inc. for its work in making new affordable housing opportunities available for artists in Toronto and request Toronto Artscape Inc. to work with the Affordable Housing Office to expand its efforts to all parts of Toronto to meet the housing needs of low and moderate income artists.
4. City Council authorize the appropriate officials to take the necessary action to give effect thereto.

This report responds to the Council's direction (in Recommendation 1, above) to immediately bring forward a site-specific Official Plan Amendment.

Executive Committee Recommendations

At its meeting on April 19, 2010 the Executive Committee adopted the recommendations from the Affordable Housing Committee. The decision document can be accessed at this link: <http://www.toronto.ca/legdocs/mmis/2010/ex/decisions/2010-04-19-ex43-dd.htm>

These recommendations arose from recommendations from the Affordable Housing Committee, which can be accessed at this link:

<http://www.toronto.ca/legdocs/mmis/2010/ex/bgrd/backgroundfile-29373.pdf>.

Toronto and East York Community Council Recommendations

At its meeting on May 25, 2010, Toronto and East York Community Council (TEYCC) considered Planning staff's Preliminary Report dated April 27, 2010 and adopted the recommendations. The Preliminary Report can be accessed at this link:

<http://www.toronto.ca/legdocs/mmis/2010/te/bgrd/backgroundfile-30270.pdf>

At its meeting on January 12, 2010, the TEYCC considered a Planning Report (dated November 23, 2009), from the Director, Community Planning, which recommended, among other matters, amendments to the 150 Sudbury Street site specific Zoning By-law 1169-2009, Section 14, to amend the definition of "artist live/work studio" to mean,

a dwelling unit containing a studio space for the production of art and that a minimum of 20 of such units in Building A 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.

City Council has yet to enact Bills amending the site specific By-law. These Bills are expected to be before City Council at its meeting on July 6 and 7, 2010. City Council adopted the recommendations contained in the Planning Report, which can be accessed at this link: <http://www.toronto.ca/legdocs/mmis/2010/te/bgrd/backgroundfile-25914.pdf> City Council's decision document can be accessed at this link:

<http://www.toronto.ca/legdocs/mmis/2010/cc/minutes/2010-01-26-cc45-mn.htm>.

Ontario Municipal Board Decision

On January 8, 2008 the Ontario Municipal Board approved By-law 1169-2009 with respect to the lands at 150 Sudbury Street. The proposed development consisted of 2 buildings, both of which are under construction. As part of the Section 37 community benefits approved in the Ontario Municipal Board (OMB) decision the developer agreed to sell at a specified cost to either the City, or an arts organization approved by the City, 5,200 square meters of space in the first building, to be used as artist live/work studios. The space was to be sold to the City at below market costs to ensure that the units were affordable.

ISSUE BACKGROUND

The Affordable Housing Committee on April 8, 2010, considered a letter (dated March 22, 2010) from Councillor Adam Vaughan, requesting support for recommendations to implement the intent of the Council-approved settlement for 150 Sudbury Street (38 Abell Street) by implementing a waiver of property taxes for affordable housing

developed at this location by Artscape. Artscape had previously purchased the space approved by the OMB for artist live/work studios. Councillor Vaughan's letter to the Affordable Housing Committee can be accessed at this link:

<http://www.toronto.ca/legdocs/mmis/2010/ah/bgrd/backgroundfile-28680.pdf>

This City-initiated OPA is in response to the Affordable Housing Committee's recommendations to the Executive Committee, prompted by Councillor Vaughan's letter referenced above.

Provincial Policy Statement and Provincial Plans

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The PPS sets the policy foundation for regulating the development and use of land. The key objectives include: building strong communities; wise use and management of resources; and, protecting public health and safety.

The proposed Official Plan Amendment is consistent with the PPS and conforms to the Growth Plan for the Greater Golden Horsehoe.

Official Plan

Section 3.2.1 of the Official Plan ("OP"), Housing, requires the provision of a full range of housing, in terms of form, tenure and affordability, across the City and within neighbourhoods.

Policy 3.2.1.4 outlines how the City can provide assistance in the production of affordable housing. Policy 4 states:

"Where appropriate, assistance will be provided to encourage the production of affordable housing either by the City itself or in combination with senior government programs and initiatives, or by senior governments alone. Municipal assistance may include:

- a. in the case of affordable rental housing and in order to achieve a range of affordability, measures such as: loans and grants, land at or below market rates, fees and property tax exemptions, rent supplement and other appropriate assistance; and
- b. in the case of affordable ownership housing provided on a long term basis by non-profit groups, especially affordable low rise family housing, measures such as: land at or below market rate, fees exemption and other appropriate forms of assistance; and
- c. with priority given to non-profit and non-profit co-operative housing providers."

The Housing policies also include Housing Definitions, two of which are listed below:

“Rental housing is a building or related group of buildings containing one or more rented residential units, including vacant units that have been used for rented residential purposes, and units that are being or have last been used for rented residential purposes in equity co-operative or co-ownership housing, but does not include condominium-registered or life-lease units.”

“Affordable rental housing and affordable rents means housing where the total monthly shelter cost (gross monthly rent including utilities – heat hydro and hot water – but excluding parking and cable television charges) is at or below one times the average City of Toronto rent, by unit type (number of bedrooms), as reported annually by the Canada Mortgage and Housing Corporation.”

Garrison Common North Secondary Plan

The property is located within the Garrison Common North Secondary Plan area. Among other major objectives of the Secondary Plan, it states that new development within Garrison Common North will provide for a range of housing types in terms of size, type, affordability and tenure, to encourage households of all sizes to locate within Garrison Common North. The Secondary Plan can be accessed at this link:

http://www.toronto.ca/planning/official_plan/pdf_secondary/14_garrison_common_june2006.pdf.

Zoning

The property is subject to the site specific zoning By-law 1169-2009. The by-law can be accessed at this link: <http://www.toronto.ca/legdocs/bylaws/2009/law1169.pdf>

Proposed Site-Specific Official Plan Amendment

The 20 artist live/work studio units owned by Artscape at 38 Abell Street are intended to be units within a registered plan of condominium, for which an application for plan of condominium was submitted to the City on April 28, 2010 (Application No. 10-165675 STE 18 CD). In accordance with the recommendations adopted by City Council at its meeting on May 11, 12, 2010, the Municipal Housing Facilities By-law (282-2002) is to be amended to consider the 20 units as affordable rental housing and to provide a property tax exemption for 25 years notwithstanding that the units will be condominium-registered. The Director, AHO recommended amendments to the Municipal Housing Facilities By-law in a report dated June 1, 2010 to the Affordable Housing Committee. By-law 282-2002 otherwise excludes condominium-registered units as rental housing. Because the Official Plan definition of “rental housing”, quoted above, explicitly excludes condominium-registered units, the Municipal Housing Facilities By-law cannot be amended without first amending the Official Plan to allow rental housing to be condominium-registered at this location.

The 20 artist live/work studio units will have rents set at a maximum of 0.8 times the affordable rent levels as defined in the Official Plan, which means rent levels at 0.8 times the CMHC average market rent for the City. These rent levels will be secured through

the municipal housing project facility agreement, which the City will enter into with Artscape (as described in the June 1, 2010 report from the Director, AHO).

Community Consultation

On May 19, 2010, City staff hosted a community consultation meeting at the Gladstone Hotel. A representative from Artscape and one area resident attended the meeting. The comment staffed received from the area resident in attendance was that the proposed affordable live/work studios are essential to keeping artists in the area.

Agency Circulation

The application was circulated to all appropriate agencies and City divisions. Responses received have been used to assist in evaluating and refining the city initiated amendment to the Official Plan.

COMMENTS

Proposed Official Plan Amendment

The Official Plan definition of “rental housing” explicitly excludes condominium-registered units as a result of legal advice received during the formulation of the Plan. That legal advice was to the effect that a Section 37 or other agreement which attempts to secure rental housing cannot over-ride the rights conferred by the Condominium Act, which means that despite the agreement provisions, individual condo-registered units could be sold and the municipality may not be able to enforce the agreement terms securing the units as rental units.

City Planning staff does recognize that the risk of condo units secured in a Section 37 or other agreement as rental housing being individually sold would be lessened (although not eliminated altogether) if the condo units were owned by a non-profit housing provider. Non-profit housing properties have been sold in the past and will be in the future, and there is less opportunity for government review of such sales if they occur after the expiry of housing subsidy agreements. Such sales result in the permanent loss of rental housing on that property and in the local community. In the particular circumstances of the Artscape proposal, however, the risk would be at a level acceptable to staff, and thus the proposed site-specific amendment is supported by City Planning staff, subject to including an additional condition extending the term for which the units are secured as rental housing, to which Artscape has consented.

If the secured rental units were purpose-built rental units, i.e. not condo-registered, they would be protected as rental units from demolition and conversion to condo units, even after the expiry of a Section 37 agreement or a housing agreement, by the City’s Official Plan policies and the By-law on rental demolition and conversion (the “Section 111 By-law”). Such protection, subject to City Council decisions, would last for as long as the rental demolition and conversion policies and By-law remained in effect. Thus, once the term for which the units were secured as affordable rental housing had expired, the units would continue to be protected as rental housing units (even if not at affordable rents). However, condo-registered units could not be protected as rental housing by the Section

111 By-law at any time, so, even assuming that the owner abides by the terms of the agreement, once the agreement has expired, the owner would be free to remove the units from the rental market.

In the general case, the City's Section 37 agreements already deal with situations where rental housing units are secured in buildings that have condominium registration. In such situations, the condominium registration excludes the rental housing units and agreements may be required to provide easements or shared use of parking, waste management pick-ups, etc. To operate efficiently, the purpose-built rental units are usually contiguous and are located either on the same floors or in a separate wing or down one side of the building. Due to Artscape's particular circumstances at 38 Abell Street, including a change in the mix of their ownership and rental units, Artscape has advised that being unable to condominium-register the rental units would be problematic.

Aside from the risk discussed above of losing the units as rental units despite being secured as rental units in an agreement, if the City allows rental units owned by a non-profit housing provider to be condo-registered, both the building developer and the non-profit housing provider will benefit from the convenience, reduced up-front costs, and increased design flexibility, as compared to a building that contains both condo-registered ownership units and purpose-built rental units. However, in allowing condo-registered rental units, and unlike the situation with purpose-built rental units, the City (and the public) lose the ability to protect the affordable rental units that will have usually also received public subsidies, once the affordable rental housing term expires (often 20 or 25 years). Staff is therefore recommending that the public interest be further protected in the site-specific Official Plan Amendment by adding a requirement that the rental tenure of the units be extended beyond the initial term so that the two terms combined would total 50 years, and be secured in one or more suitable agreements. Artscape has agreed to this provision.

In the shorter term, the proposed site-specific OPA could be seen as a precedent for developers and non-profit housing providers who see ownership of condominium units by non-profit organizations as a more convenient means of providing affordable rental housing than the conventional approach of requiring the units to be purpose-built (not condominium-registered) rental housing. Any future proposals to the City to allow condo-registered rental units, would need to be reviewed on a case-by-case basis.

The three conditions upon which staff would support the securing of condominium-registered units as rental units at 38 Abell Street are as follows:

- a. the units are secured in one or more agreements as affordable rental units for at least 25 years, in accordance with the Official Plan definitions (as amended to allow condo-registered units);
- b. the units are owned by a non-profit housing provider (Toronto Artscape Inc. fulfills this condition); and

- c. the units are secured in one or more agreements as rental housing for an additional term beyond the initial affordable rental housing term, for a combined total term of at least 50 years.

These conditions are contained in the proposed site-specific OPA. The site-specific conditions recommended would not preclude consideration of other terms and conditions in a general Official Plan Amendment to allow condo-registered units owned by non-profit housing providers as rental housing units. More time is needed to fully analyze and consider the many implications and options available to the City for such a general amendment.

Municipal Housing Facility By-law (By-law 282-2002)

Among other matters, the City's Municipal Housing Facility By-law No. 282-2002 establishes the City's definition for affordable housing according to the *Municipal Act, 1990*, as amended. The By-law can be accessed at this link:
<http://www.toronto.ca/legdocs/bylaws/2002/law0282.pdf>

In order to implement Council's May 11, 12, 2010 direction with respect to 38 Abell Street, AHO staff reported to the June 4, 2010 meeting of the Affordable Housing Committee recommending amendments to the City's Municipal Housing Facility By-law. Together with the proposed Official Plan Amendment, the proposed amendments to the Municipal Housing Facility By-law, will provide Artscape with the municipal assistance to provide affordable rental housing.

CONTACT

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Affordable Housing Office
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Fax No. 416-392-4219
E-mail: jcantos@toronto.ca

Peter Langdon, Acting Manager
Community Policy Unit
City Planning Division
Tel. No. 416-392-7617
Fax No. 416-397-4080
Email: plangdon@toronto.ca

SIGNATURE

Raymond David, Director, Community Planning,
Toronto and East York District

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ATTACHMENT

Attachment 1: Draft Official Plan Amendment

Attachment 1: Draft Official Plan Amendment

Authority: Toronto and East York Community Council Item ~ [or Report No. ~, Clause No. ~] as adopted by City of Toronto Council on ~, 20~

Enacted by Council: ~, 20~

CITY OF TORONTO

Bill No. ~

BY-LAW No. ~-20~

**To adopt an amendment to the Official Plan
for the City of Toronto
respecting the lands known municipally in the year 2009, as
38 Abell Street**

WHEREAS authority is given to Council under the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law;

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The attached Amendment No. 121 to the Official Plan is hereby adopted pursuant to the *Planning Act*, as amended.

ENACTED AND PASSED this ~ day of ~, A.D. 20~.

DAVID R. MILLER,
Mayor

ULLI S. WATKISS,
City Clerk

(Corporate Seal)

AMENDMENT NO. 121 TO THE OFFICIAL PLAN
LANDS MUNICIPALLY KNOWN IN THE YEAR 2009 AS
38 ABELL STREET

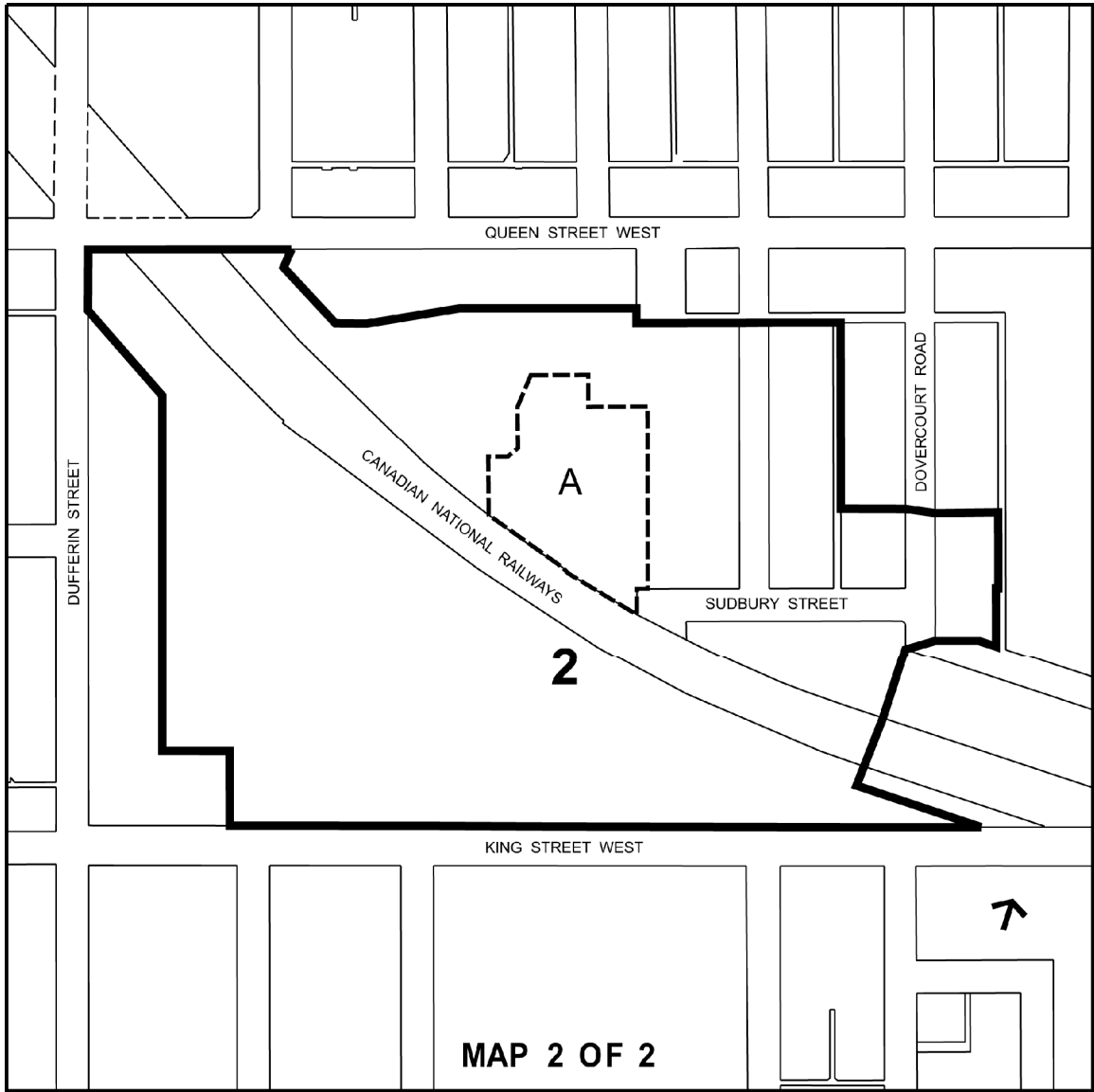
The Official Plan of the City of Toronto is amended as follows:

1. Chapter 6, Section 14 (Garrison Common North Secondary Plan) is amended by adding the following to the end of Sub-Section 10.2, Site and Area Specific Policies, clause 2 (Area 2):

“The following policies also apply to the lands known in the year 2009 as 38 Abell Street and shown as A on Area 2 Map above:

- (a) The 20 artist live/work studio units initially provided as affordable rental housing may be registered as condominium units, provided such units are:
 - (i) owned by a non-profit housing provider;
 - (ii) secured in one or more agreements with the non-profit housing provider as affordable rental housing for a term of at least 25 years; and
 - (iii) secured in one or more agreements with the non-profit housing provider as rental housing for an additional term beyond the initial term for which they are secured as affordable rental housing, for a combined total term of 50 years.
 - (b) The 20 artist live/work studio units on these lands will be considered to be rental housing for the purposes of the Official Plan.”
2. The Area 2 Map (second of two Area 2 maps) is amended to show the location of 38 Abell Street as shown on attached Schedule 1.

Schedule 1



Authority: Toronto and East York Community Council Item 30.2,
as adopted by City of Toronto Council on January 26 and 27, 2010
Enacted by Council: July 8, 2010

This is Exhibit "M" referred to in
the Affidavit of Sarah Phipps,
affirmed by Sarah Phipps, at the
City of Toronto, in the Province of
Ontario, before me on this 22nd day
of April, 2024, in accordance with
O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

CITY OF TORONTO

BY-LAW No. 784-2010

**To amend Zoning By-law No. 1169-2009(OMB) with respect to the lands municipally
known as 150 Sudbury Street.**

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990,
c.P. 13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and
has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. By-law No. 1169-2009(OMB) is further amended by:
 - (1) Deleting the definition of *artist live/work studio* in Section 14 of Zoning
By-law No. 1169-2009(OMB) and replacing it with the following definition:

artist live/work studio shall mean a dwelling unit containing a studio space for the
production of art and that a minimum of 20 of such units in Building A 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.

ENACTED AND PASSED this 8th day of July, A.D. 2010.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

This is Exhibit "N" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. #31/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

TORONTO

OFFICIAL PLAN

CHAPTER THREE –

BUILDING A

SUCCESSFUL CITY



3.2 THE HUMAN ENVIRONMENT

Strong communities are the foundation of a healthy city. It is necessary for the economic health of our cities to have communities where Torontonians are engaged, children are valued, diversity is celebrated and residents have equitable access to housing, support services and recreational opportunities. Vibrant and healthy communities are a defining element of the human ecology of a city, where each of us is connected to and affected by, the welfare of our neighbours.

Over time, the Plan's land use strategy will influence the pattern of development that affects access to open space, jobs, housing opportunities, food, public transit and services. Other development policies addressing housing, community services and facilities, parks and open space, and the arts are needed in support of that strategy and to ensure that our future is one of social interaction, integration and well-being.

3.2.1 HOUSING

Adequate and affordable housing is a basic requirement for everyone. Where we live and our housing security contribute to our well-being and connect us to our community. Current and future residents must be able to access and maintain adequate, affordable and appropriate housing. The City's quality of life, economic competitiveness, social cohesion, as well as its balance and diversity depend on it.

Specific policies are needed when a particular kind of housing, whether it be type, tenure or level of affordability, is not sufficiently supplied by the market to meet demand or maintain diversity in the housing stock. Housing gains are needed through new supply and, where new supply is inadequate, existing housing must be maintained.

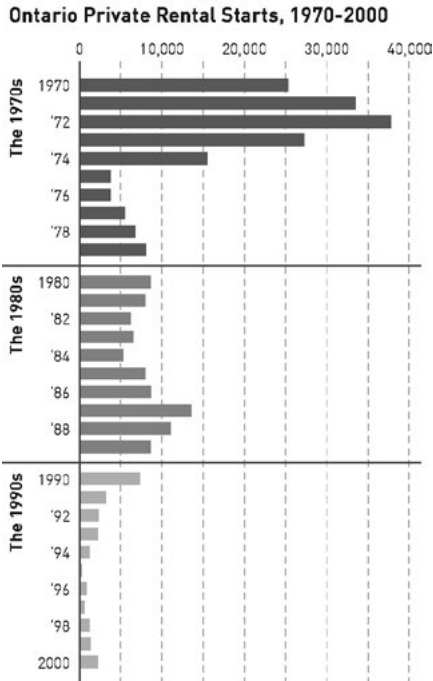
The current production of ownership housing, especially condominium apartments, is in abundant supply. What is needed is a healthier balance among high rise ownership housing and other forms of housing, including purpose-built rental housing, affordable rental housing and affordable low-rise ownership housing for larger households with children and multi-family households. Policies, incentives and assistance are needed in order to respond to the City's unmet housing needs, especially mid-range and affordable rental housing. More than half of Toronto households rent, yet little new affordable rental housing is being built.

We need to address four areas:

- **Stimulating production of new private sector rental housing supply**

All levels of government need to do all they can to create a business environment in which private rental housing, especially at affordable and mid-range rents, is an attractive investment. This includes federal and provincial tax reform as well as the provision of municipal incentives.

A Municipal Housing Statement will be prepared regularly and will outline recent housing activity and trends, identify housing needs, as one basis for an action plan to meet those needs.



A healthy supply of rental housing is critical to attracting residents and business

• **Preserving what we have**

As long as there is insufficient new supply to meet the demand for rental housing, our existing stock of affordable rental housing is an asset that must be preserved. In this sense, rental housing is not unlike our heritage buildings - we need to do all we can to prevent the loss or deterioration of units.

• **Making efficient and effective use of the City’s own housing resources to achieve a range of housing objectives**

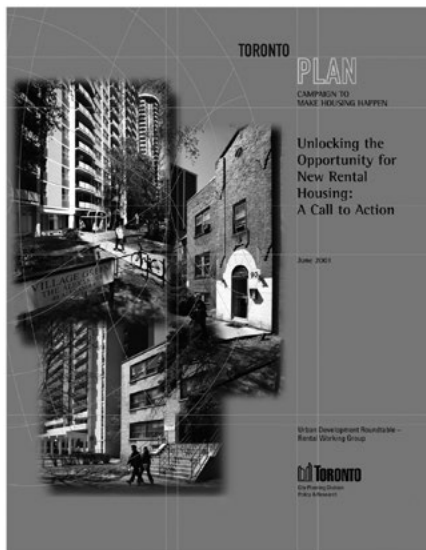
The private sector cannot meet the housing needs of our most vulnerable populations or those in need of rent-gear-to-income housing. Our social housing stock is aging and making better use of these resources will present both challenges and opportunities in the coming decades.

• **Working in partnership to take advantage of emerging opportunities**

Addressing many of the City’s housing challenges will require working in partnership with the other levels of government as well as the private and non-profit sectors. We must be positioned to take advantage of key opportunities, especially senior government housing supply programs, to encourage new affordable and social housing production.

Policies

1. A full range of housing, in terms of form, tenure and affordability, across the City and within neighbourhoods, will be provided and maintained to meet the current and future needs of residents. A full range of housing includes: ownership and rental housing, affordable and mid-range rental and ownership housing, social housing, shared and/or congregate-living housing arrangements, supportive housing, emergency and transitional housing for homeless people and at-risk groups, housing that meets the needs of people with physical disabilities and housing that makes more efficient use of the existing housing stock.
2. The existing stock of housing will be maintained, improved and replenished. The City will encourage the renovation and retrofitting of older residential apartment buildings. New housing supply will be encouraged through intensification and infill that is consistent with this Plan.
3. Investment in new rental housing, particularly affordable rental housing, will be encouraged by a co-ordinated effort from all levels of government through implementation of a range of strategies, including effective taxation, regulatory, administrative policies and incentives.
4. Where appropriate, assistance will be provided to encourage the production of affordable housing either by the City itself or in combination with senior government programs and initiatives, or by senior governments alone. Municipal assistance may include:
 - a) in the case of affordable rental housing and in order to achieve a



- range of affordability, measures such as: loans and grants, land at or below market rates, fees and property tax exemptions, rent supplement and other appropriate assistance; and
- b) in the case of affordable ownership housing provided on a long term basis by non-profit groups, especially affordable low rise family housing, measures such as: land at or below market rate, fees exemption and other appropriate forms of assistance with priority given to non-profit and non-profit co-operative housing providers.
5. Significant new development on sites containing six or more rental units, where existing rental units will be kept in the new development:
 - a) will secure as rental housing, the existing rental housing units which have affordable rents and mid-range rents; and
 - b) should secure needed improvements and renovations to the existing rental housing to extend the life of the building(s) that are to remain and to improve amenities, without pass-through costs to tenants. These improvements and renovations should be a City priority under Section 5.1.1 of this Plan where no alternative programs are in place to offer financial assistance for this work.
 6. New development that would have the effect of removing all or a part of a private building or related group of buildings, and would result in the loss of six or more rental housing units will not be approved unless:
 - a) all of the rental housing units have rents that exceed mid-range rents at the time of application, or
 - b) in cases where planning approvals other than site plan are sought, the following are secured:
 - i. at least the same number, size and type of rental housing units are replaced and maintained with rents similar to those in effect at the time the redevelopment application is made;
 - ii. for a period of at least 10 years, rents for replacement units will be the rent at first occupancy increased annually by not more than the Provincial Rent Increase Guideline or a similar guideline as Council may approve from time to time; and
 - iii. an acceptable tenant relocation and assistance plan addressing the right to return to occupy one of the replacement units at similar rents, the provision of alternative accommodation at similar rents, and other assistance to lessen hardship, or
 - c) in Council's opinion, the supply and availability of rental housing in the City has returned to a healthy state and is able to meet the housing requirements of current and future residents. This decision will be based on a number of factors, including whether:
 - i. rental housing in the City is showing positive, sustained improvement as demonstrated by significant net gains in the supply of rental housing including significant levels of production of rental housing, and continued projected net gains in the supply of rental housing;

Since adopting the *Final Report of the Mayor's Homelessness Action Task Force* in 1999, the City has taken action to encourage the production of new rental housing, including more affordable rental housing. These actions have included a "housing first" policy for surplus municipal lands, the establishment of a Capital Revolving Fund for Affordable Housing and a Let's Build Program, a new multi-residential property tax rate, and exemptions of fees and charges for new affordable non-profit rental housing and a Municipal Housing Facility By-law. Council also enacted a by-law permitting second suites in single and semi-detached houses across the City.

In addition to the City's actions, there needs to be a significant shift in the policy and the tax environment to ensure a well performing housing market that provides an adequate level of new supply, healthy vacancy rates and stable rents. The market cannot fully respond under the current circumstances. Recognizing that a co-ordinated approach is needed involving all levels of government, as well as the private and nonprofit sectors, Council endorsed a *Rental Action Plan* in July 2001.

This *Rental Action Plan*, developed in consultation with rental builders and investors, identified a range of measures to encourage both private and non-profit rental production. The Action Plan calls on the Federal Government to address a range of taxation and mortgage insurance issues. The focus of provincial actions are taxation, regulatory matters, and the need for outreach and education. The Action Plan also identifies steps for the City of Toronto, such as allowing for more housing, including rental housing.

- ii. the overall rental apartment vacancy rate for the City of Toronto, as reported by the Canada Mortgage and Housing Corporation, has been at or above 3.0 per cent for the preceding four consecutive annual surveys;
 - iii. the proposal may negatively affect the supply or availability of rental housing or rental housing sub-sectors including affordable units, units suitable for families, or housing for vulnerable populations such as seniors, persons with special needs, or students, either in the City, or in a geographic sub-area or a neighbourhood of the City; and
 - iv. all provisions of other applicable legislation and policies have been satisfied.
7. Redevelopment of social housing properties, including those which propose a mix of housing including varying levels of rental assistance, varying housing types and forms and/or the inclusion of affordable ownership housing options, that would have the effect of removing a social housing building or related group of buildings containing one or more social housing units, will secure:
- a) full replacement of the social housing units;
 - b) replacement social housing units at rents similar to those at the time of the application, including the provision of a similar number of units with rents geared to household income; and
 - c) an acceptable tenant relocation and assistance plan addressing provision of alternative accommodation for tenants at similar rents, including rent-geared-to-income subsidies, right-of-first-refusal to occupy one of the replacement social housing units and other assistance to mitigate hardship.
8. The conversion to condominium, or the severance or subdivision, of any building or related group of buildings, containing six or more rental housing units will not be approved unless:
- a) all of the rental housing units have rents that exceed mid-range rents at the time of application; or
 - b) in Council's opinion, the supply and availability of rental housing in the City has returned to a healthy state and is able to meet the housing requirements of current and future residents. This decision will be based on a number of factors, including whether:
 - i. rental housing in the City is showing positive, sustained improvement as demonstrated by significant net gains in the supply of rental housing including significant levels of production of rental housing, and continued projected net gains in the supply of rental housing;
 - ii. the overall rental apartment vacancy rate for the City of Toronto, as reported by the Canada Mortgage and Housing Corporation, has been at or above 3.0 per cent for the preceding four consecutive annual surveys;
 - iii. the proposal may negatively affect the supply or availability of rental housing or rental housing sub-sectors including affordable units, units suitable for families, or housing for vulnerable populations such as seniors, persons with special needs, or students, either in the City, or in a geographic sub-area or a neighbourhood of the City; and

- iv. all provisions of other applicable legislation and polices have been satisfied.
9. Large residential developments provide an opportunity to achieve a mix of housing in terms of types and affordability. On large sites, generally greater than 5 hectares in size:
- a) a minimum of 30 per cent of the new housing units will be in forms other than single-detached and semi-detached houses, such as row housing, triplexes and multi-unit residential buildings; and
 - b) in accordance with and subject to Section 5.1.1 of this Plan where an increase in height and/or density is sought, the first priority community benefit will be the provision of 20 per cent of the additional residential units as affordable housing. This affordable housing contribution may take the form of affordable housing constructed on-site or the conveyance of land in the development to the City for the purpose of affordable housing, or, at the discretion of the City:
 - i. with the agreement of the developer, affordable housing units constructed near the development site or elsewhere in the City;
 - ii. the conveyance of land to the City for the purpose of affordable housing near the proposed development site; or
 - iii. cash in lieu for the purpose of constructing affordable housing in or near the proposed development site.
10. Second units will be encouraged in order to increase the supply and availability of rental housing across the city and within neighbourhoods. Second units may be provided within a primary dwelling in a detached or semi-detached house or townhouse. Second units may also be provided within a building that is ancillary to a detached or semi-detached house or townhouse where it can be demonstrated that it will respect and reinforce the existing physical character of the neighbourhood.
11. New development in areas where dwelling rooms, such as those in rooming houses, are permitted that would have the effect of removing all or part of a private building or related group of buildings, and would result in the loss of six or more dwelling rooms will not be approved unless:
- a) all of the dwelling rooms have rents that exceed dwelling room tier 2 mid-range rents at the time of application, or
 - b) in cases where planning approvals other than site plan are sought, the following are secured:
 - i. at least the same amount of residential gross floor area is replaced and maintained as dwelling rooms or rental bachelor units;
 - ii. any available replacement housing not occupied by returning tenants will be offered to eligible households, as approved by Council;
 - iii. for a period of at least 15 years, the rents for replacement dwelling rooms and replacement rental bachelor units will be similar to the dwelling room rents in effect at the time the development application is made, or at Dwelling room tier 1 or tier 2 affordable rent or dwelling room tier 1 or tier 2 mid-



Infill townhouses keep families in the City

Second units are self-contained residential units subordinate to a primary dwelling, in which both kitchen and bathroom facilities are provided. Second units may also be referred to as a secondary suite, basement apartment, accessory apartment, coach house, laneway suite or garden suite. Second units within ancillary buildings will have regard for matters such as: ensuring compatible height, massing and scale; maintaining adequate privacy, sunlight and sky views; preserving trees and contiguous soft landscaping; and providing direct and safe access to meet fire and emergency service requirements.

- range rent as applicable based on the dwelling room rents in effect at the time the development application is made if there is no returning tenant, with the rent at first occupancy increased annually by not more than the Provincial Rent Increase Guideline or a similar guideline as Council may approve from time to time; and
- iv. an acceptable tenant relocation and assistance plan addressing the right to return to occupy the replacement housing at similar rents, the provision of alternative accommodation at similar rents, and other assistance to lessen hardship.
- c) Notwithstanding policies b.i and b.iii, the City will seek opportunities to secure the provision of additional replacement rental dwelling rooms or replacement rental units to achieve at least the same number of existing dwelling rooms lost and to secure rents for replacement housing for a period of at least 49 years; or
- d) in Council's opinion, the supply and availability of low-end of market rental housing in the City has returned to a healthy state and is able to meet the housing requirements of current and future residents. This decision will be based on a number of factors, including whether:
- i. low-end of market rental housing in the City is showing positive, sustained improvement as demonstrated by significant net gains in the supply of low-end of market rental housing including significant levels of production of low-end of market rental housing, and continued projected net gains in the supply of low-end of market rental housing;
 - ii. the overall rental apartment vacancy rate for the City of Toronto, as reported by the Canada Mortgage and Housing Corporation, has been at or above 3.0 per cent for the preceding four consecutive annual surveys;
 - iii. the proposal may negatively affect the supply or availability of dwelling rooms or rental housing sub-sectors including affordable units, units suitable for families, or housing for vulnerable populations such as seniors, persons with special needs, or students, either in the City, or in a geographic sub-area or a neighbourhood of the City; and
 - iv. all provisions of other applicable legislation and policies have been satisfied.
12. New development that would have the effect of removing all or part of a private building or related group of buildings, and would result in the loss of one or more rental units or dwelling rooms will not be approved unless an acceptable tenant relocation and assistance plan is provided to lessen hardship for existing tenants.
13. New development containing residential units and subject to an inclusionary zoning by-law, outlined in Section 5.1.8 of this Plan, will not be approved unless:
- a) for development that is located in IZ Market Area 1 identified on Map 37:
 - i. if a condominium development is proposed, a minimum of 10 percent of the total new residential gross floor area shall be

secured as affordable ownership housing or a minimum of 7 percent of the total new residential gross floor area shall be secured as affordable rental housing; or

- ii. if a purpose-built rental development is proposed, there is no minimum requirement for affordable rental housing;
 - b) for development that is located in IZ Market Area 2 identified on Map 37:
 - i. if a condominium development is proposed, a minimum of 8 percent of the total new residential gross floor area shall be secured as affordable ownership housing or a minimum of 6 percent of the total new residential gross floor area shall be secured as affordable rental housing; or
 - ii. if a purpose-built rental development is proposed, there is no minimum requirement for affordable rental housing;
 - c) for development that is located in IZ Market Area 3 identified on Map 37:
 - i. if a condominium development is proposed, a minimum of 7 percent of the total new residential gross floor area shall be secured as affordable ownership housing or a minimum of 5 percent of the total new residential gross floor area shall be secured as affordable rental housing; or
 - ii. if a purpose-built rental development is proposed, there is no minimum requirement for affordable rental housing;
 - d) the affordable housing shall be secured at affordable rents or affordable ownership prices for a period of at least 99 years from the date of first residential occupancy of the unit; and
 - e) the unit mix of the affordable housing reflects the market component of the development, as appropriate, to achieve a balanced mix of unit types and sizes and support the creation of affordable housing suitable for families.
14. The requirements for affordable housing outlined in Policy 3.2.1.13 will not be applied by the City until the later of September 18, 2022 or approval of a Protected Major Transit Station Area by the Minister pursuant to the *Planning Act*.
15. The affordable rental housing required in Policy 3.2.1.13 a) i. will increase by 1.5 percent, b) i. will increase by 1 percent, and c) i. will increase by 0.5 percent per year beginning January 1, 2025 and until January 1, 2030. Affordable ownership housing requirements will be set at one point four times the affordable rental housing requirements.
16. Beginning January 1, 2026, the minimum affordable rental housing required in Policy 3.2.1.13 a) ii. and b) ii. will be set at 5 percent for development located in IZ Market Area 1 and 3 percent for development located in IZ Market Area 2.

IZ market areas are determined based on the following indicators: resale prices and escalation, new condominium prices and escalation, new rental prices, residential development activity and financial impact viability. These areas will be reviewed at least every 5 years as part of the update to the Inclusionary Zoning Assessment Report.

Household incomes for the city of Toronto area are estimated using household incomes reported through the results of the most recent Census of Population. These statistics are adjusted based on annual changes to the Consumer Price Index (CPI) in January of each year as reported by Statistics Canada for the Toronto Census Metropolitan Area. The CPI used is for the complete "basket of goods and services" also known as the all-items index, and without seasonal adjustments as recommended by Statistics Canada for consistent time series indexation.

Condominium fees can impact the overall affordability of ownership housing. While condominium fees vary from project to project based on the building design and what specific costs are included, standard condominium fees will be used to calculate affordable ownership housing prices on an annual basis. The City will set standard condominium fees in January of each year to be used in the calculation of affordable ownership housing prices. Fees will be calculated using typical average unit sizes based on the City's standards for new affordable housing unit sizes.

Housing Definitions

Rental housing is a building or related group of buildings containing one or more rented residential units, including vacant units that have been used for rented residential purposes, and units that are being or have last been used for rented residential purposes in equity co-operative or co-ownership housing, but does not include condominium-registered or life-lease units.

Rental property means the land upon which rental housing is located.

A **related group of buildings** are buildings that are under the same ownership and on the same parcel of land as defined in section 46 of the *Planning Act*, as may be amended from time to time or form part of the same development application.

Affordable rental housing and affordable rents means housing where the total monthly shelter cost (gross monthly rent, inclusive of utilities for heat, hydro, hot water and water) is at or below the lesser of one times the average City of Toronto rent, by dwelling unit type, as reported annually by the Canada Mortgage and Housing Corporation, or 30 percent of the before-tax monthly income of renter households in the City of Toronto as follows:

- 1) studio units: one-person households at or below the 50th percentile income;
- 2) one-bedroom units: one-person households at or below the 60th percentile income;
- 3) two-bedroom units: two-person households at or below the 60th percentile income; and
- 4) three-bedroom units: three-person households at or below the 60th percentile income.

Affordable ownership housing means housing where the purchase price (which for new units is inclusive of Harmonized Sales Tax payable by the purchaser) is at or below an amount where the total monthly shelter cost (mortgage principal and interest – based on a 25-year amortization, 10 per cent down payment and the mortgage rate for a conventional 5-year mortgage as reported by the Bank of Canada in January of the applicable year, and a mortgage insurance premium – plus property taxes calculated on a monthly basis based on the purchase price, and standard condominium fees) is affordable, based on paying no more than 30 percent of before-tax monthly income, to all households in the City of Toronto as follows:

- 1) studio units: households at or below the 30th percentile income;
- 2) one-bedroom units: households at or below the 40th percentile income;
- 3) two-bedroom units: households at or below the 50th percentile income; and
- 4) three-bedroom units: households at or below the 60th percentile income.

Mid-range rents means Mid-range rents (affordable) or Mid-range rents (moderate).

Mid-range rents (affordable) are the total monthly shelter costs that exceed Affordable rents but are at or below 100 percent of the average City of Toronto rent, by unit type, as reported annually by Canada Mortgage and Housing Corporation.

Mid-range rents (moderate) are the total monthly shelter costs that exceed Affordable rents and/or Mid-range rents (affordable), but are at or below 150 percent of the average City of Toronto rent, by unit type, as reported annually by Canada Mortgage and Housing Corporation.

Social housing refers to rental housing units which are owned by a non-profit housing corporation, including housing provided by non-profit housing co-operatives to their members, and which are produced or funded under government programs providing comprehensive funding or financing arrangements, whether or not in partnership with municipal government.

Dwelling room means a room used as living accommodation that is available for rent and that is not self-contained. A dwelling room may contain private sanitary facilities or cooking facilities, but not both. A dwelling room, for the purposes of this policy, excludes living accommodation exempted from the application of the *Residential Tenancies Act*, or successor legislation.

Dwelling room tier 1 affordable rents means rent that is 60 percent or lower of the average City of Toronto rent for a bachelor unit, as reported annually by the Canada Mortgage and Housing Corporation.

Dwelling room tier 2 affordable rents means rent that is between 61 percent and 80 percent of the average City of Toronto rent for a bachelor unit, as reported annually by the Canada Mortgage and Housing Corporation.

Dwelling room tier 1 mid-range rents means rent that is between 81 percent and 100 percent of the average City of Toronto rent for a bachelor unit, as reported annually by the Canada Mortgage and Housing Corporation.

Dwelling room tier 2 mid-range rents means rent that is between 101 percent and 120 percent of the average City of Toronto rent for a bachelor unit, as reported annually by the Canada Mortgage and Housing Corporation.

The definitions of affordable rental housing and affordable rents, affordable ownership housing and mid-range rents do not apply to:

- a) development projects that are the subject of a complete application, which satisfies the requirements set out in the City of Toronto Official Plan Policy 5.5.2, filed prior to December 14, 2021;
- b) development projects with an affordable housing component that have been approved in principle by either Council or the Tribunal prior to December 14, 2021.

To facilitate the transition of programs offering municipal assistance to encourage the production of affordable housing, the new definition will apply to those programs no later than March 31, 2024.

In instances where the definitions do not apply, the previously in force definitions will continue to apply.

Inclusionary Zoning Definitions

For the purposes of Section 3.2.1.13, 3.2.1.14, 3.2.1.15 and 3.2.1.16, the following definitions will apply:

Affordable rental housing and **affordable rents** means housing where the total monthly shelter cost (gross monthly rent, inclusive of utilities for heat, hydro, hot water and water) is at or below the lesser of one times the average City of Toronto rent, by dwelling unit type, as reported annually by the Canada Mortgage and Housing Corporation, or 30 percent of the before-tax monthly income of renter households in the City of Toronto as follows:

- a) studio units: one-person households at or below the 50th percentile income;
- b) one-bedroom units: one-person households at or below the 60th percentile income;
- c) two-bedroom units: two-person households at or below the 60th percentile income; and
- d) three-bedroom units: three-person households at or below the 60th percentile income.

Affordable ownership housing and **affordable ownership prices** means housing where the purchase price (which for new units is inclusive of Harmonized Sales Tax payable by the purchaser) is at or below an amount where the total monthly shelter cost (mortgage principal and interest – based on a 25-year amortization, 10 per cent down payment and the mortgage rate for a conventional 5-year mortgage as reported by the Bank of Canada in January of the applicable year, and a mortgage insurance premium – plus property taxes calculated on a monthly basis based on the purchase price, and standard condominium fees) is affordable, based on paying no more than 30 percent of before-tax monthly income, to all households in the City of Toronto as follows:

- a) studio units: households at or below the 30th percentile income;
- b) one-bedroom units: households at or below the 40th percentile income;
- c) two-bedroom units: households at or below the 50th percentile income; and
- d) three-bedroom units: households at or below the 60th percentile income.

3.2.2 COMMUNITY SERVICES AND FACILITIES

Addressing the quality of life and health and well-being of Toronto’s communities requires effective and co-ordinated planning, the involvement of all human services sectors and investment in a comprehensive social infrastructure. Social infrastructure includes the whole system of government and community resources, programs, facilities and social networks that contribute to people’s health, safety, mobility and wellbeing. Strategic investment in social infrastructure encourages greater levels of equity, equality, access, participation and social cohesion across the City and within communities.

Locally-delivered community services also form part of the essential support to people living and working in Toronto and are the building blocks of our neighbourhoods. These community services are as important to the City’s future as “hard” services like sewer, water, roads and transit.

For the City and local agencies to deliver services and meet community needs, they require ready access to community service facilities such as community and recreation centres, arenas, community health clinics, community gardens and publicly funded schools and libraries, located across the City and within neighbourhoods.

An existing network of community facilities provides a strong foundation upon which to build. Preserving and improving access to facilities in established neighbourhoods and providing for a full range of community services and facilities in areas experiencing major or incremental physical growth, is a responsibility to be shared by the City, public agencies and the development community. Making the best use of what we have, promoting shared use and shared responsibility and preparing for growth and change are hallmarks of a strong future.

The City’s ability to grow wisely depends on responding in a timely way to the demand for new or additional services and facilities generated as the population grows. To ensure this kind of timely response, a standard component of local community planning must be a strategy setting out the facilities required to expand the capacity of local service providers.

Policies

1. Adequate and equitable access to community services and local institutions will be encouraged by:
 - a) providing and preserving local community service facilities and local institutions across the City dedicated to this purpose;
 - b) improving and expanding local community service facilities and local institutions in established neighbourhoods that are under or poorly served; and



Community services contribute to our quality of life



The Waterfront School, The City School, St. Stephen’s Waterfront Child Care Centre and Waterfront Neighbourhood Centre all share the same building

TORONTO MUNICIPAL CODE
CHAPTER 667, RESIDENTIAL AND RENTAL PROPERTY DEMOLITION AND
CONVERSION CONTROL

This is Exhibit "O" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

Chapter 667

RESIDENTIAL RENTAL PROPERTY DEMOLITION AND CONVERSION CONTROL

**ARTICLE I
General**

- § 667-1. Definitions.
- § 667-2. Application.
- § 667-3. Demolition prohibited.
- § 667-4. Conversion prohibited.
- § 667-5. Exemptions.
- § 667-6. Harassment of tenant.



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John D. Elvidge, City Clerk

Digitally signed document
Use PDF reader to verify

2021-09-07

**ARTICLE II
Application**

- § 667-7. Application for approval.
- § 667-8. Fees and charges.
- § 667-9. Related application; notice of prohibition.
- § 667-10. Withdrawal of application.
- § 667-11. Notice of application.

**ARTICLE III
Approval of Application**

- § 667-12. Approval by Chief Planner under delegated authority.
- § 667-13. Referral to Council by Chief Planner; condominium conversion.
- § 667-14. Approval by Council.
- § 667-15. Conditions.
- § 667-16. Final approval and section 111 permit.
- § 667-17. Application for revision to conditions.
- § 667-18. Revocation; deemed revocation.

**ARTICLE IV
Miscellaneous**

- § 667-19. Offences.
- § 667-20. Penalty.

TORONTO MUNICIPAL CODE
CHAPTER 667, RESIDENTIAL AND RENTAL PROPERTY DEMOLITION AND
CONVERSION CONTROL

§ 667-21. Special penalty re monetary benefit.

§ 667-22. Transition.

[HISTORY: Adopted by the Council of the City of Toronto 2007-07-19 by By-law No. 885-2007.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Building construction and demolition - See Ch. 363.

Development of land - See Ch. 415.

Fees and charges - See Ch. 441.

Administration of fees and charges - See Ch. 442.

ARTICLE I
General

§ 667-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CHIEF PLANNER - The Chief Planner and Executive Director, City Planning.

CO-OWNERSHIP:

- A. An equity co-operative or other co-ownership form of housing where the residential property is:
- (1) Ultimately owned or leased or otherwise held, directly or indirectly, by more than one person where any such person, or a person claiming under such person, has the right to present or future exclusive possession of a dwelling unit in the residential property;
 - (2) For greater certainty and without restricting the generality of Subsection A(1):
 - (a) Owned or leased or otherwise held in trust or owned or leased or otherwise held by a partnership or limited partnership as partnership property, where any trustee, beneficiary, partner, general partner or limited partner, or other person claiming under such trustee, beneficiary, partner, general partner or limited partner, has the right to present or future exclusive possession of a dwelling unit in the residential property; or
 - (b) Ultimately owned or leased or otherwise held, directly or indirectly, by a corporation having more than one shareholder or member, where any such shareholder or member, or a person claiming under such shareholder or member, by reason of the ownership of shares in or being a member of the corporation, has the right to present or future exclusive possession of a unit in the residential property.

¹ Editor's Note: This by-law was passed under the authority of section 111 of the *City of Toronto Act, 2006*, S.O. 2006, c. 11.

TORONTO MUNICIPAL CODE
CHAPTER 667, RESIDENTIAL AND RENTAL PROPERTY DEMOLITION AND
CONVERSION CONTROL

B. Does not include:

- (1) A condominium.
- (2) A residential building that is organized as a life lease project.
- (3) A non-profit housing co-operative under the *Co-operative Corporations Act*.²

DEMOLITION - The demolition of all or part of a building and includes interior renovations or alterations that will result in a change to the number of:

- A. Dwelling units; or
- B. Dwelling units by bedroom type.

DWELLING UNIT - A self-contained set of rooms located in a building or structure that:

- A. Is operated as a single housekeeping unit, used or intended to be used as residential premises for one or more persons; and
- B. Contains kitchen and bathroom facilities that are intended for the use of the unit only.

GUIDELINES - Guidelines for applications for demolition or conversion approval under this chapter.

LIFE LEASE PROJECT - A life lease project as described in paragraph 1 of subsection 3(1) of Ontario Regulation 282/98, under the *Assessment Act*.³

PRELIMINARY APPROVAL - The preliminary planning approval of an application under this chapter by the Chief Planner as described in § 667-16B.

RELATED APPLICATION:

- A. An application that provides for the demolition of residential rental property or the conversion of residential rental property to a purpose other than the purpose of a residential rental property, expressly or by necessary implication.
- B. For greater certainty, Subsection A includes, but is not limited to, an application for the following:
 - (1) A permit under section 8 or 10 of the *Building Code Act, 1992*.⁴
 - (2) A demolition permit under section 33 of the *Planning Act*.⁵
 - (3) A consent or permit to alter part of a property or to demolish or remove a building or structure under section 33, 34, 34.5 or 42 of the *Ontario Heritage Act*.⁶

² Editor's Note: See R.S.O. 1990, c. C.35.

³ Editor's Note: See R.S.O. 1990, c. A.31.

⁴ Editor's Note: See S.O. 1992, c. 23.

⁵ Editor's Note: See R.S.O. 1990, c. P.13.

⁶ Editor's Note: See R.S.O. 1990, c. O.18.

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- (4) Approval or registration of a description for a proposed condominium or exemption from approval for a condominium, under section 9 of the *Condominium Act, 1998*.⁷
 - (5) An amendment to the Official Plan under section 22 of the *Planning Act*.⁸
 - (6) A zoning by-law amendment under section 34 of the *Planning Act*.⁹
 - (7) A minor variance under section 45 of the *Planning Act*.¹⁰
 - (8) Approval of plans and drawings under subsection 114(5) of the *City of Toronto Act, 2006*¹¹ or subsection 41(4) of the *Planning Act*.¹²
 - (9) Approval of a plan of subdivision under section 51 of the *Planning Act*.¹³
 - (10) A consent under section 53 of the *Planning Act*.¹⁴
- C. Despite Subsection B(6), Subsection A does not include a City initiated general zoning by-law amendment to implement area land use studies and other general policies (for example, to implement the designation of a redevelopment or growth area of the City), except for any site specific exemptions or other site specific provisions at the request of a land owner.

RELATED GROUP OF BUILDINGS:

- A. Buildings that are under the same ownership and on the same parcel of land as defined in section 46 of the *Planning Act*¹⁵; or
- B. Buildings that form part of the same application under this chapter or under a related application.

RENTAL UNIT:

- A. A dwelling unit used, or intended for use, for residential rental purposes, including:
 - (1) A dwelling unit that has been used for residential rental purposes and is vacant.
 - (2) A dwelling unit in a co-ownership that is or was last used for residential rental purposes.
- B. Does not include a dwelling unit that is:

⁷ Editor's Note: See S.O. 1998, c. 19.

⁸ Editor's Note: See R.S.O. 1990, c. P.13.

⁹ Editor's Note: See R.S.O. 1990, c. P.13.

¹⁰ Editor's Note: See R.S.O. 1990, c. P.13.

¹¹ Editor's Note: See S.O. 2006, c. 11.

¹² Editor's Note: See R.S.O. 1990, c. P.13.

¹³ Editor's Note: See R.S.O. 1990, c. P.13.

¹⁴ Editor's Note: See R.S.O. 1990, c. P.13.

¹⁵ Editor's Note: See R.S.O. 1990, c. P.13.

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- (1) In a condominium registered under section 2 of the *Condominium Act, 1998*¹⁶ or a predecessor of that section.
- (2) In a building organized as a life lease project and the right to occupy the dwelling unit is based on a life lease interest.

RESIDENTIAL RENTAL PROPERTY - A building or related group of buildings containing one or more rental units, and includes all common areas and services and facilities available for the use of its residents.

SECTION 111 PERMIT - The permit issued by the Chief Planner or Chief Building Official after the final approval of an application under this chapter by the City as described in § 667-16.

§ 667-2. Application.

- A. This chapter does not apply to a residential rental property that:
- (1) Contains less than six dwelling units;
 - (2) Is a condominium governed by the *Condominium Act, 1998*¹⁷; or
 - (3) Is organized as a life lease project.
- B. Except as provided in Subsection C, this chapter does not apply with respect to living accommodation described in section 5 (Exemptions from Act) of the *Residential Tenancies Act, 2006*.¹⁸
- C. This chapter applies to living accommodation (a member unit of a non-profit housing co-operative) as described in clause 5(c) of the *Residential Tenancies Act, 2006*.

§ 667-3. Demolition prohibited.

No person shall demolish, or cause to be demolished, the whole or any part of a residential rental property unless the person has received a section 111 permit for the demolition of the residential rental property and except in accordance with the terms and conditions of the section 111 permit and any preliminary approval.

§ 667-4. Conversion prohibited.

- A. No person shall convert a residential rental property, or cause a residential rental property to be converted, to a purpose other than the purpose of a residential rental property unless the person has received a section 111 permit for the conversion of the residential rental property and except in accordance with the terms and conditions of the section 111 permit and any preliminary approval.

¹⁶ Editor's Note: See S.O. 1998, c. 19.

¹⁷ Editor's Note: See S.O. 1998, c. 19.

¹⁸ Editor's Note: See S.O. 2006, c. 17.

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- B. For greater certainty and without limiting Subsection A, conversion of a residential rental property to a purpose other than a residential rental property includes:
- (1) Conversion as a result of a consent to sever land under section 53 of the *Planning Act*.¹⁹
 - (2) Conversion to:
 - (a) A non-residential use.
 - (b) Living accommodation other than dwelling units.
 - (c) A co-ownership, a condominium or a building organized as a life lease project.
 - (d) Freehold or other forms of ownership of dwelling units.
- C. Conversion to co-ownership.
- (1) For the purposes of this section, the conversion from residential rental property to a co-ownership occurs:
 - (a) When the first lease or sale of an interest in residential rental property or of a share in a corporation owning or leasing any interest in residential rental property takes place that carries with it the right to occupy a specific unit in the residential rental property; or
 - (b) When a residential rental property is transferred or leased to a corporation of the type mentioned in Subsection A(2)(b) of the definition of "co-ownership" in § 667-1.
 - (2) For the purposes of this subsection, where a lease or sale of a share or interest takes place, the lease or sale shall be deemed to have occurred on the day the agreement to enter into the lease or the agreement for sale was entered into.
 - (3) For the purposes of this subsection, "lease or sale" means any arrangement or transaction that has the effect of transferring an interest in a co-ownership or in a corporation owning or leasing any interest in a co-ownership.

§ 667-5. Exemptions.

- A. Sections 667-3 and 667-4 do not apply if only a part of a residential rental property is proposed for demolition or conversion and that part does not contain any part of a dwelling unit.

¹⁹ Editor's Note: See R.S.O. 1990, c. P.13.

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- B. Section 667-4 does not apply if a residential rental property is subject to an application for a consent to sever under section 53 of the *Planning Act*²⁰ and if after the proposed conveyance:
- (1) Each parcel of land resulting from the severance will have six or more rental units; or
 - (2) One or more parcels of land resulting from the severance will have six or more rental units and all the other parcels of land at the time of the application contained no dwelling units.

§ 667-6. Harassment of tenant.

No owner of residential rental property or person acting on the owner's behalf shall interfere with a tenant's reasonable enjoyment of a rental unit in the residential rental property with the intent of discouraging the participation of the tenant in the application or approval process described in Articles II and III or with the intent of otherwise facilitating the obtaining of the approval of Council or the Chief Planner on an application made under this chapter.

ARTICLE II
Application

§ 667-7. Application for approval.

- A. A person who wishes to demolish or convert residential rental property shall submit an application for approval in writing on a form prescribed by the Chief Planner, and shall supply any additional information relating to the application as required by the Chief Planner.
- B. The information provided under Subsection A shall be in a form approved by the Chief Planner, and the Chief Planner may require that a person, who in the opinion of the Chief Planner is qualified to do so, provide or verify the information to the satisfaction of the Chief Planner.
- C. No person shall knowingly furnish false or misleading information in any application under this chapter.

§ 667-8. Fees and charges.

- A. The processing fee for the application for approval set out in Schedule 13 of Appendix C of Chapter 441, Fees and Charges, shall be paid at the time the application is submitted to the City. **[Amended 2011-09-27 by By-law No. 1174-2011]**

²⁰ Editor's Note: See R.S.O. 1990, c. P.13.

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- B. If section 8 or 10 of the *Building Code Act, 1992*²¹ apply to the proposed demolition or conversion, the applicant must also pay the fees required under § 363-6, Article I, Building Permits, of Chapter 363, Building Construction and Demolition, at the times specified in the article, despite Subsection A and the issuance of a permit under this chapter instead of under section 8 of the *Building Code Act, 1992* [as permitted by subsection 111(5) of the *City of Toronto Act, 2006*²²].

§ 667-9. Related application; notice of prohibition.

- A. If a person makes a related application, as described in Subsection B of the definition of "related application" in § 667-1, the person shall also file an application under this chapter without delay.
- B. If a related application is made with respect to a residential rental property for which approval is required under this chapter, the applicant shall provide written notice to the applicable approval authority and, in the case of an appeal or referral, to the Ontario Municipal Board or court.
- C. The notice required under Subsection B shall include a statement that the demolition or conversion is not permitted unless a section 111 permit has been given for the demolition or conversion under Chapter 667, Residential Rental Property Demolition or Conversion Control, of The City of Toronto Municipal Code.
- D. The notice required under Subsection B shall be filed at the time the application is filed with the approving authority or the referral or appeal is filed with the Ontario Municipal Board or the court.
- E. If this chapter applies to a related application under § 667-22, the notice shall be filed with the approval authority, Ontario Municipal Board or court, without delay.

§ 667-10. Withdrawal of application.

If the application is withdrawn before the Chief Planner or Council makes a decision, no further application under this chapter to approve the demolition or conversion of the residential rental property may be made within two years after the withdrawal, unless Council gives its consent.

§ 667-11. Notice of application.

- A. The applicant shall provide notice of the application to the tenants of the residential rental property to the satisfaction of the Chief Planner, and within 14 days after the Chief Planner has advised that the application is complete or within such other time period as determined by the Chief Planner.

²¹ Editor's Note: See S.O. 1992, c. 23.

²² Editor's Note: See S.O. 2006, c. 11.

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- B. If the approval of the application is delegated to the Chief Planner under § 667-12, the notice under Subsection A shall include a statement on the City's policy where there are less than six rental units and relevant information on the application of the *Residential Tenancies Act, 2006*.²³

ARTICLE III
Approval of Application

§ 667-12. Approval by Chief Planner under delegated authority.

- A. The Chief Planner is authorized to approve an application to demolish all or a part of a residential rental property or to convert a residential rental property to a purpose other than the purpose of a residential rental property:
- (1) If the residential rental property at the time of the application has six or more dwelling units, but less than six rental units.
 - (2) If the residential rental property at the time of the application has six or more rental units, and:
 - (a) The combined number of existing rental units affected by the proposed demolition or conversion and any previous demolition or conversion activities within the preceding five-year period is less than six; and
 - (b) The proposed demolition or conversion will not reduce the number of rental units to less than six.
- B. For the purposes of Subsection A, the "five-year period" is calculated as follows:
- (1) The five year period is the period of five years preceding the date of an application.
 - (2) For the purposes of Subsection B(1), the date of an application is deemed to be the earlier of:
 - (a) The date an application for approval of a demolition or conversion under this chapter has been filed with the Chief Planner and is considered complete for the purposes of the application, as determined by the Chief Planner; and
 - (b) The date a related application has been made or, if applicable, accepted as complete by the applicable approving authority.
- C. The Chief Planner shall consider the application not earlier than 14 days after the notice has been given to the tenants under § 667-11.

²³ Editor's Note: See S.O. 2006, c. 17.

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- D. The Chief Planner may impose conditions to the approval that relate to the following matters:
- (1) A requirement that the owner of the residential rental property notify any tenants, who reside in the rental units affected by the changes permitted under the approval, of the relevant provisions in the *Residential Tenancies Act, 2006*.²⁴
 - (2) A requirement that the notification required under Subsection D(1) be given in a form and at a time satisfactory to the Chief Planner.
 - (3) A requirement that a condition to the approval shall be secured by an agreement with the City, that the agreement may include restrictions on the transfer, charge or other dealings with the lands unless the transferee, chargee or other party enters into a direct agreement with the City to assume all obligations of the original owner, and that all restrictions and agreements shall be to the satisfaction of the Chief Planner and City Solicitor.
 - (4) A requirement that the applicant and successive owners of the residential rental property shall provide information from time to time sufficient to provide verification that the terms of the agreement are being met.
 - (5) The lapsing of the approval by the Chief Planner in accordance with any guidelines.
- E. Where the provisions of this section have been met, the Chief Planner shall issue a section 111 permit or give preliminary approval for the application under § 667-16.

§ 667-13. Referral to Council by Chief Planner; condominium conversion.

- A. Despite § 667-12A, the Chief Planner may refer an application to a community council or the appropriate standing committee, for Council's approval as set out in § 667-14, if, in the Chief Planner's opinion, the application should be considered by the community council or Council with a related application, or that the application has implications for more than one community council area or is of City wide interest.
- B. Despite § 667-12A, a councillor for a ward in which the residential rental property is located may, in writing, request the Chief Planner to submit an application for conversion to condominium to a community council or the appropriate standing committee, for Council's approval as set out in § 667-14.

§ 667-14. Approval by Council.

- A. If the approval of an application is not delegated to the Chief Planner under § 667-12, the Chief Planner shall submit a report respecting the application to the community council in which the residential rental property is located or the appropriate standing committee if the residential rental property is located in the geographic area of more than one community council.

²⁴ Editor's Note: See S.O. 2006, c. 17.

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- B. Before submitting the report required under Subsection A, City Planning division staff shall hold a community consultation meeting to review the impact of the proposal on the tenants of the residential rental property and matters under section 111 of the *City of Toronto Act, 2006*.²⁵
- C. The City Clerk shall provide notice of the community council or standing committee meeting, at which the report will be considered, to the following:
- (1) The tenants of the residential rental property;
 - (2) Every owner of land within 120 metres of the subject residential rental property, and sections 6(3), (4) and (5) of Ontario Regulation 545/06 under the *Planning Act*²⁶ apply with necessary modification;
 - (3) To any other party who has given the City Clerk a written request for the notice of the community council or standing committee meeting; and
 - (4) Where no related application has been made under the *Planning Act*, to other occupants within 120 metres of the subject residential rental property as determined by the Chief Planner.
- D. The community council or standing committee shall recommend to Council whether to refuse or approve the application, including any conditions.
- E. If the residential rental property is located in the geographic area of more than one community council, notice of the report will be given to the councillor of any ward in which the residential rental property is located.
- F. Council may refuse the application or approve the application, and may impose conditions on the approval and authorize the Chief Building Official or Chief Planner to issue a section 111 permit under § 667-16.

§ 667-15. Conditions.

Without limiting the generality of § 667-14F, the conditions that may be imposed on the approval of the application may include:

- A. Conditions with respect to the impact on the supply of rental housing or tenants, for example:
- (1) A requirement that the owner of the residential rental property notify any tenants, who reside in rental units affected by the changes permitted under the approval, of the relevant provisions in the *Residential Tenancies Act, 2006*.²⁷

²⁵ Editor's Note: See S.O. 2006, c. 11.

²⁶ Editor's Note: See R.S.O. 1990, c. P.13.

²⁷ Editor's Note: See S.O. 2006, c. 17.

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- (2) In the case of a demolition, requirements to replace the rental units with rental units at similar rents, and for tenant relocation and other assistance, including the right to return to the replacement rental housing.
 - (3) In the case of a conversion to a condominium, requirements relating to the cost impacts on tenants.
- B. Conditions with respect to the applicant's entitlement to claim or act under any of the following until the conditions imposed have been satisfied or secured by an agreement registered on title to each property to which the agreement relates, to the satisfaction of the Chief Planner:
- (1) A permit under subsection 8(1) or section 10 of the *Building Code Act, 1992*²⁸ for construction, demolition or conversion of a building.
 - (2) A demolition permit under section 33 of the *Planning Act*.²⁹
 - (3) A consent or permit to alter part of a property or to demolish or remove a building or structure under section 34, 34.5 or 42 of the *Ontario Heritage Act*.³⁰
 - (4) Approval or registration of a description for a proposed condominium under section 5 of the *Planning Act*, or an exemption from approval for a condominium, under section 9 the *Condominium Act, 1998*.³¹
 - (5) A consent under section 53 of the *Planning Act*, except for provisional consent that is conditional on receiving a section 111 permit under this chapter.
- C. A requirement that other conditions to the approval shall be secured by an agreement with the City, that the agreement may include restrictions on the transfer, charge or other dealings with the lands unless the transferee, chargee or other party enters into a direct agreement with the City to assume all obligations of the original owner, and that all restrictions and agreements shall be to the satisfaction of the Chief Planner and City Solicitor.
- D. A requirement that the applicant and successive owners of the residential rental property shall provide information from time to time sufficient to provide verification that the terms of the agreement are being met.
- E. Conditions providing for the lapsing of the approval in accordance with any guidelines.

§ 667-16. Final approval and section 111 permit.

If Council or the Chief Planner under § 667-12 approves an application under this chapter, and unless Council provides otherwise:

²⁸ Editor's Note: See S.O. 1992, c. 23.

²⁹ Editor's Note: See R.S.O. 1990, c. P.13.

³⁰ Editor's Note: See R.S.O. 1990, c. O.18.

³¹ Editor's Note: See S.O. 1998, c. 19.

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- A. Except as provided in Subsection B, the Chief Planner is authorized to issue a section 111 permit for the conversion after all the conditions to Council's approval under § 667-14F or imposed by the Chief Planner under § 667-12D have been satisfied or secured to the satisfaction of the Chief Planner.
- B. In the case of a demolition application or a conversion application that is also subject to section 8 or 10 of the *Building Code Act, 1992*³²:
 - (1) The Chief Planner is authorized to give preliminary approval to the application after all the conditions to Council's approval under § 667-14F or imposed by the Chief Planner under § 667-12D have been satisfied or secured to the satisfaction of the Chief Planner.
 - (2) After the Chief Planner has given preliminary approval under Subsection B(1), the Chief Building Official is authorized to issue a section 111 permit for the demolition or conversion.

§ 667-17. Application for revision to conditions.

- A. If the owner of a residential rental property applies for revisions to the conditions of approval, the Chief Planner may treat the request as a new application under this chapter or may otherwise require the owner to comply with the notice and meeting requirements of this chapter.
- B. The community council or standing committee will consider and make recommendations to Council on the proposed revisions only after a report has been submitted to the community council or standing committee by the Chief Planner.

§ 667-18. Revocation; deemed revocation.

- A. If a section 111 permit was issued under § 667-16B, the Chief Building Official may revoke the section 111 permit and in all other cases, Council, or, if an application was approved by the Chief Planner under § 667-12, the Chief Planner may revoke a section 111 permit if:
 - (1) The section 111 permit was issued or any preliminary approval was given, on mistaken, false or incorrect information;
 - (2) The conditions to the section 111 permit or any preliminary approval are not complied with; or
 - (3) The owner of the residential rental property or other holder of a section 111 permit or preliminary approval has contravened this chapter.
- B. Where a demolition permit has been issued under this chapter and the building permit for the new construction is revoked under the *Building Code Act, 1992*,³³ the demolition permit

³² Editor's Note: See S.O. 1992, c. 23.

³³ Editor's Note: See S.O. 1992, c. 23.

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under this chapter shall be deemed to be revoked and this chapter shall apply to any subsequent application for a demolition permit in respect of the residential rental property for which the original demolition permit was issued as if the original application had not been made and the original building permit had not been issued.

- C. Subsection B does not apply if the residential rental property has been demolished under a section 111 permit issued under this chapter before the revocation of the building permit for the new construction.

ARTICLE IV
Miscellaneous

§ 667-19. Offences.

- A. Every person who contravenes a provision of this chapter is guilty of an offence.
- B. Every director or officer of a corporation who knowingly concurs in a contravention of this chapter by the corporation is guilty of an offence.
- C. Every person who fails to comply with a term or condition of a preliminary approval or section 111 permit under this chapter is guilty of an offence.
- D. Every person who contravenes an order under subsection 384(1) or 385(1) of the *City of Toronto Act, 2006*,³⁴ is guilty of an offence.

§ 667-20. Penalty.

Every person convicted of an offence under this chapter is liable to a maximum fine of not more than \$100,000.

§ 667-21. Special penalty re monetary benefit.

- A. The court that convicts a person of an offence under this chapter, in addition to any other penalty imposed by the court, may increase a fine imposed upon the person by an amount equal to the amount of the monetary benefit acquired by or that accrued to the person as a result of the commission of the offence, despite § 667-20 and any maximum fine elsewhere provided.
- B. For the purposes of Subsection A, "monetary benefit" includes any economic advantage or gain from contravening this chapter.

§ 667-22. Transition.

The chapter applies, with necessary modifications, to a proposal for demolition or conversion of residential rental property in any related application made on or after January 1, 2007, subject to the following exceptions:

³⁴ Editor's Note: See S.O. 2006, c. 11.

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- A. If a determination has already been made by the applicable approving authority before July 19, 2007; or
- B. In the case of applications under section 8 of the *Building Code Act, 1992*,³⁵ for interior renovations as described in the definition of "demolition" in § 667-1, the chapter applies to any application made after July 19, 2007.

³⁵ Editor's Note: See S.O. 1992, c. 23.

OFFICE SCHEDULE

This is Exhibit "P" referred to in the Affidavit of Sarah Phipps, affirmed by Sarah Phipps, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

AT 2549616

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2010-11-12

Maria Rodriguez
08-45

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2118

NEW PROPERTY IDENTIFIER'S BLOCK 76118

RECENTLY : BEING ALL OF THE PIN: 21298-0435

DECLARANT : TORONTO ARTSCAPE INC.

DAWNE JUBB

ILER CAMPBELL LLP.

890 YONGE STREET

STE700

TORONTO, ONTARIO

M4W-3P4

PHONE: 416-598-0103

FAX- 416-598-3484

No. OF UNITS 70

FEES : 70 x 5 = 350.00 + \$70.00 = \$420.00

DECLARATION

THIS DECLARATION (the **Declaration**) is made and executed pursuant to the provisions of the *Condominium Act*, S.O. 1998, c.19, and its regulations, as may be amended or replaced from time to time (together, the **Act**),

By: **TORONTO ARTSCAPE INC.** (the **Declarant**), a corporation incorporated under the laws of the Province of Ontario.

BACKGROUND:

- I. The Declarant is the owner of the fee simple of the lands and premises situate in the City of Toronto, in the Province of Ontario, more particularly described in Schedule A to this Declaration, which lands and premises are sometimes referred to herein as the **Property** or the **Lands**.
- II. The Declarant has constructed a building (the **Building**) on the Property, as more particularly described in this Declaration.
- III. The Declarant intends that the Property and the Building shall be governed by the Act.
- IV. The registration of this Declaration and the Description will create a freehold condominium that constitutes a standard condominium corporation.
- V. The Declarant's Municipal Address is Artscape Triangle Lofts c/o Toronto Artscape Inc., 171 Liberty Street, Suite 224, Toronto, Ontario M6K 3P6.
- VI. The municipal address of the Property is 8-32 and 38 Abell Street, Toronto, Ontario.

THE DECLARANT DECLARES AS FOLLOWS:

PART 1

INTRODUCTION

1. DEFINITIONS

The terms used in the Declaration shall have the meaning ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

Adjacent Condominiums means the two buildings developed as two separate condominium corporations under the Act or maintained as rental apartment buildings on those lands and premises situate adjacent to the Property. The one Adjacent Condominium (referred to in this Declaration as the **Westside Condominium** or **Westside Condominium Corporation**) is a proposed condominium corporation to be created upon those lands and premises legally described as Part of Ordnance Reserve, Plan of Ordnance Reserve, designated as Parts 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive on a Plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-25068, (the **Westside Lands**).

The other Adjacent Condominium, located to the west of the Artscape Condominium (referred to in this Declaration as the **Curve Condominium** or **Curve Condominium Corporation**) and is a proposed condominium corporation to be created upon those lands and premises legally described as Part of Ordnance Reserve, Plan of Ordnance Reserve, designated as Parts 28, 29, 31, 40 and 42 on a Plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-25068 (the **Curve Lands**).

Artscape means Toronto Artscape Inc.

Artscape Condominium means this Condominium.

Board means the board of directors of the Corporation.

By-laws means the by-laws passed by the Board and confirmed by the Owners of a majority of the Units from time to time.

Common Elements means all the Property except the Live/Work Studios.

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses and costs set forth in Schedule E attached to this Declaration.

Condominium or Corporation means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration.

Description means the description of the condominium required by the Act, submitted with this Declaration for registration.

Insurance Trust Agreement is defined in paragraph 41 of this Declaration.

Insurance Trustee means the trustee under the Insurance Trust Agreement.

Live/Work Studios means Units 1 to 13, inclusive, on Level 1; Units 1 to 26, inclusive, Level 2; and Units 1 to 31, inclusive, on Level 3 (and **Live/Work Studio** means any one of them).

Owner means the owner of the freehold estate in a Unit in the Condominium (and **Owners** means more than one of them), but does not include a mortgagee unless in possession.

Rules means the rules made by the Board pursuant to the Act and that are in effect from time to time.

Section 37 Agreement means an agreement between Westside and the City of Toronto entered into pursuant to Section 37 of the *Planning Act*, R.S.O. 1990 c.P13 and in effect from time to time, notice of which is registered against title to the Property as Instrument Number AT2483854.

Shared Facilities Agreements means the Two-Way Shared Facilities Agreement and the Three-Way Shared Facilities Agreement, together (and **Shared Facility Agreement** means either of the Shared Facilities Agreements individually).

Three Condominium Corporations means the Artscape Condominium, the Curve Condominium and the Westside Condominium, collectively.

Three-Way Proportionate Interest means the respective undivided ownership interest of each of the Three Condominium Corporations, as determined in accordance with the Three-Way Shared Facilities Agreement.

Three-Way Proportionate Share means the respective share of the Three-Way Shared Facilities Costs to be borne by each of the Three Condominium Corporations, as determined in accordance with this Declaration and/or the Three-Way Shared Facilities Agreement.

Three-Way Service Units means those units in the Westside Condominium which shall ultimately be shared and used by or on behalf of the Three Condominium Corporations for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving the Artscape Condominium, the Westside Condominium and the Curve Condominium including, without limitation, the Three-Way Shared Facilities, in accordance with this Declaration and the Three-Way Shared Facilities Agreement, together with all other mechanical and/or electrical rooms hereafter situate in the Westside Condominium or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Three-Way Shared Facilities.

Three-Way Shared Facilities includes the Three-Way Shared Units and such other shared facilities that are provided for in the Three-Way Shared Facilities Agreement.

Three-Way Shared Facilities Agreement means the mutual easement and cost sharing agreement entered into between Artscape, as Declarant, for and on behalf of the Corporation, and Westside, as the declarant of the Westside Condominium and the Curve Condominium, notice of which was registered on title to the Property in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT2497741, which agreement provides for the respective and shared obligations of the Three Condominium Corporations with respect to:

- i. the use, maintenance, operation, replacement and repair of the Three-Way Shared Facilities and the Three-Way Shared Servicing Systems (all as defined in this Declaration and/or in the Three-Way Shared Facilities Agreement),
- ii. the allocation of the costs of such use, maintenance, operation, replacement and repair, and
- iii. the granting and definition of the various easements and rights between the Three Condominium Corporations.

The term "Three-Way Shared Facilities Agreement" shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Three-Way Shared Facilities Agreement, whether such supplementary or counterpart agreements provide for any or all of the forgoing matters or provide for other matters not contained in the original Three-Way Shared Facilities Agreement, and shall include any counterpart agreement executed by the Corporation, the Westside Condominium and/or the Curve Condominium by which they agree to be bound by the provisions of the Three-Way Shared Facilities Agreement.

Three-Way Shared Facilities Budget means the budget outlining the projected Three-Way Shared Facilities Costs for the 12 month period immediately following the preparation and submissions of same to the Three Condominium Corporations, which is prepared in accordance with the terms and provisions of the Three-Way Shared Facilities Agreement.

Three-Way Shared Facilities Committee means the committee which shall consist of three members, one of which will be appointed by each of the boards of directors of the Artscape Condominium, the Westside Condominium and Curve Condominium, which shall manage and control the Three-Way Shared Facilities from and after the Three-Way Shared Facilities Transfer Date as more particularly defined in the Three-Way Shared Facilities Agreement.

Three-Way Shared Facilities Costs means the aggregate of all costs and expenses incurred in connection with the maintenance, repair and operation of the Three-Way Shared Facilities, including without limitation, the provision of the Three-Way Shared Services, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installation comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Three-Way Shared Facilities (or any portion thereof).

Three-Way Shared Facilities Transfer Date means the earlier of:

- i. the date upon which the last of the Three Condominium Corporations has been registered as a separate condominium pursuant to the provisions of the Act and all residential units and commercial units therein have been sold and conveyed; and
- ii. such earlier date as Westside may determine in its sole and unfettered discretion.

Three-Way Shared Units means the Three-Way Service Units, the ownership of which shall be ultimately conveyed by Westside to the Three Condominium Corporations as tenants-in-common in accordance with the Three-Way Shared Facilities Agreement, and shall include any other units in one or other of the Adjacent Condominiums the shared ownership of which is provided for in the Three-Way Shared Facilities Agreement.

Two Condominium Corporations means the Artscape Condominium and the Westside Condominium, collectively.

Two-Way Proportionate Interest means the respective undivided ownership interest of each of the Two Condominium Corporations, as determined in accordance with the Two-Way Shared Facilities Agreement.

Two-Way Proportionate Share means the respective share of the Two-Way Shared Facilities Costs to be borne by each of the Two Condominium Corporations, as determined in accordance with this Declaration and the Two-Way Shared Facilities Agreement.

Two-Way Service Units shall mean those units in the Westside Condominium which shall ultimately be shared and used by or on behalf of the Two Condominium Corporations for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving both of the Two Condominium Corporations including, without limitation, the Two-Way Shared Facilities, in accordance with this Declaration and the Two-Way Shared Facilities Agreement, together with all other mechanical and/or electrical rooms hereafter situate in the Westside Condominium or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Two-Way Shared Facilities.

Two-Way Shared Facilities includes the Two-Way Shared Units, the Visitor Parking Space and such other shared facilities that are provided for in the Two-Way Shared Facilities Agreement.

Two-Way Shared Facilities Agreement means the mutual easement and cost sharing agreement, between Artscape, as Declarant, for and on behalf of the Corporation, and Westside, as the declarant of the Westside Condominium, notice of which was registered on title in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT2497740, which agreement provides for the respective and shared obligations of the Two Condominium Corporations with respect to:

- i. the use, maintenance, operation, replacement and repair of the Two-Way Shared Facilities (as defined in this Declaration and/or in the Two-Way Shared Facilities Agreement),
- ii. the allocation of the costs of such use, maintenance, operation, replacement and repair, and
- iii. the granting and definition of the various easements and rights between the Two Condominium Corporations.

The term "Two-Way Shared Facilities Agreement" shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Two-Way Shared Facilities Agreement, whether such supplementary or counterpart agreements provide for any or all of the forgoing matters or provide for other matters not contained in the original Two-Way Shared Facilities Agreement, and shall include any counterpart agreement executed by the Corporation and/or the Westside Condominium by which they agree to be bound by the provisions of the Two-Way Shared Facilities Agreement.

Two-Way Shared Facilities Budget means the budget outlining the projected Two-Way Shared Facilities Costs for the 12 month period immediately following the preparation and submission of same to the Two Condominium Corporations, which is prepared in accordance with the terms and provisions of the Two-Way Shared Facilities Agreement.

Two-Way Shared Facilities Committee means the committee which shall consist of two members, each of which will be appointed by each of the boards of directors of the Artscape Condominium and the Westside Condominium, which shall manage and control the Two-Way Shared Facilities from and after the Two-Way Shared Facilities Transfer Date as more particularly defined in the Two-Way Shared Facilities Agreement.

Two-Way Shared Facilities Costs means the aggregate of all costs and expenses incurred in connection with the maintenance repair and operation of the Two-Way Shared Facilities, including, without limitation, the provision of the Two-Way Shared Services, the cost of

maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Two-Way Shared Facilities (or any portion thereof).

Two-Way Shared Facilities Transfer Date means the earlier of:

- i. the date upon which the last of the Two Condominium Corporations has been registered as a separate condominium pursuant to the provisions of the Act and all residential units and commercial units therein have been sold and conveyed; and
- ii. such earlier date as Westside may determine in its sole and unfettered discretion.

Two-Way Shared Units means the Two-Way Service Units, the ownership of which shall be ultimately conveyed by Westside to the Two Condominium Corporations as tenants-in-common in accordance with this Declaration and the Two-Way Shared Facilities Agreement, and shall include any other units in the Westside Condominium the shared ownership of which is provided for in the Two-Way Shared Facilities Agreement.

Units means collectively, as the context may require, any portions of the Condominium which are designated as units (and **Unit** means any one of them).

Visitor Bicycle Lock-up Area means an area which is located on the ground level within the Westside Lands, which will contain bicycle lock-up racks for the exclusive use of visitors to residents of the Condominium, and which shall be designated either as a unit in the Westside Condominium (the **Visitor Bicycle Lock-up Unit**) and/or as parts on a Reference Plan or otherwise designated in the declaration or on the description of the Westside Condominium.

Visitor Parking Space means a visitor parking space located in the first parking level of the underground garage constructed on the Westside Lands, which shall be shared and used on behalf of the Two Condominium Corporations for visitor parking, and which shall be designated either as a unit in the Westside Condominium (the **Visitor Parking Unit**) and/or as parts on a Reference Plan or otherwise designated in the declaration or on the description of the Westside Condominium.

Westside means Westside Gallery Lofts Inc., which is the developer and declarant of the Westside Condominium and the Curve Condominium.

2. **SCHEDULES** -- The following schedules are appended to and form part of this Declaration:

Schedule A -	Legal Description of the Property
Schedule B -	Consent of Mortgagee
Schedule C -	Boundaries of Units
Schedule D -	Proportionate Interest in Common Elements and Proportionate Share of Common Expenses
Schedule E -	Common Expenses
Schedule F -	Exclusive Use Common Elements
Schedule G -	Certificate of Architect or Engineer

3. **GOVERNING LEGISLATION** -- The Property and interests appurtenant to the Property, as these are described in the Description, are governed by the Act. The terms used in this Declaration have the same meaning as set out in the Act, as amended from time to time, unless otherwise specified.
4. **CONSENT OF MORTGAGEE** -- The consents of every person having a registered mortgage against the Property or interests appurtenant to the Property are attached as Schedule B to this Declaration.
5. **BOUNDARIES OF UNITS** -- The monuments controlling the extent of the Live/Work Studios are the physical surfaces and the monuments mentioned in the boundaries of Units described in Schedule C attached to this Declaration. Notwithstanding the boundaries set out in Schedule C, the following shall apply:

Live/Work Studios:

- (a) Each Live/Work Studio shall **include** all pipes, wires, cables, conduits, ducts, mechanical, electrical and similar apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Live/Work Studios, regardless of whether or not same are located outside the Live/Work Studios boundaries described in Schedule C. Each Live/Work Studios **shall also include** the heating, air conditioning and ventilation equipment and all appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Live/Work Studios.
- (b) Each Live/Work Studio shall **exclude** any load bearing wall or column that provides support to another Live/Work Studios or the Common Element, exterior doors and frames, windows and window frames, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical, electrical and similar apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Live/Work Studios and provide a service or utility to another Live/Work Studios(s) or the Common Element.

6. **COMMON INTEREST AND COMMON EXPENSE ALLOCATION** -- Each Owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners and shall contribute to the Common Expenses in the proportions set out opposite each Unit number in Schedule D attached to this Declaration. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be 100% percent.
7. **CERTIFICATE OF ARCHITECT/ENGINEER** -- As required by the Act, a certificate of the architect and engineer that the Building on the Property has been constructed in accordance with the regulations made under the Act is/are attached as Schedule G to this Declaration.
8. **APPROVAL AUTHORITY REQUIREMENT** -- The approval authority required the following clause be included in this Declaration:

The water meter which monitors water utility services for the Artscape Condominium is located within the Westside Condominium and will be shared with the Westside Condominium. The Westside Condominium will receive billing statements from the local water authority for water supply charges in respect of the Two Condominiums and, accordingly, will be responsible to the local water authority for payment in full of the bulk water bill so received. Pursuant to the provisions of the Two-Way Shared Facilities Agreement, the Artscape Condominium shall, forthwith upon presentment of the bulk water bill by the Westside Condominium, pay its proportionate share thereof to the Westside Condominium.

9. **MAILING ADDRESS AND ADDRESS FOR SERVICE** -- Until changed, the Corporation's address for service and mailing address shall be:

Artscape Triangle Lofts
c/o Toronto Artscape Inc.
171 Liberty Street, Suite 224
Toronto, Ontario M6K 3P6

The Corporation's municipal address is 38 Abell Street, Toronto, Ontario.

PART 2

OCCUPATION AND USE OF COMMON ELEMENTS

10. **GENERAL USE**
- (a) Each Owner may make reasonable use of, and has the right to make reasonable use of, the whole or any part of the Common Elements except as otherwise provided in this document, and subject to the provisions of the Act, this Declaration, the By-laws and any Rules of the Corporation.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the Common Elements that:

- i. will result in a contravention of any term or provision set out in the Act, this Declaration, the Three-Way Shared Facilities Agreement, the Two-Way Shared Facilities Agreement, the By-laws and Rules of the Corporation;
 - ii. is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of any Live/Work Studio, Unit or the Common Elements;
 - iii. will unreasonably interfere with the use and enjoyment by the Owners (and their tenants, invitees) of the Common Elements and/or their Units; or
 - iv. may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.
- (b) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-laws, the Rules, the Three-Way Shared Facilities Agreement, the Two-Way Shared Facilities Agreement or any conveyance or agreement authorized by the By-laws of the Corporation.
 - (c) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on the Common Elements except for signs marketing or other services by Artscape and/or its representatives unless approved, in writing, by the Board.

11. RESTRICTED ACCESS

- (a) Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board. This section shall not apply to any mortgagee holding mortgages on at least 10% of the Live/Work Studios, if exercising a right of access for purposes of inspection upon giving 48 hours written notice to the Corporation or its property manager.
- (b) No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts.

12. MODIFICATIONS TO COMMON ELEMENTS, ASSETS AND SERVICES

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least 66 $\frac{2}{3}$ % percent of the Live/Work Studios, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a

substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

13. **EXCLUSIVE USE OF COMMON ELEMENTS** -- There are no Units in the Condominium which have exclusive use of any, or a portion of any, Common Elements, as stated in Schedule F to this Declaration.

14. **VISITOR PARKING**

The Visitor Parking Space is located in the first parking level of the underground garage on the Westside Lands and defined in the declaration of the Westside Condominium. The Visitor Parking Space forms part of the Two-Way Shared Facilities. The Visitor Parking Space shall be used on a temporary basis, only by the visitors and guests of the owners, residents and tenants of the Live/Work Studio in this Condominium (and the Declarant's authorized employees, agents, representatives or contractors) and by the visitors and guests of the owners, residents and tenants of units in the Westside Condominium, for the purposes of parking on such Visitor Parking Space only one motor vehicle at any given time, and such space shall be individually so designated by means of a clearly visible sign or mark.

15. **DECLARANT RIGHTS** -- Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements for the purposes of implementing, operating and/or administering Artscape's marketing, sales and/or customer-service program(s) with respect to any Live/Work Studio or in the Corporation from locations within the Property, from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, leasing and/or customer-service purposes, upon any portion of the Common Elements and within or outside any unsold Live/Work Studios and within and at such other locations and having such dimensions as Artscape may determine in its sole and unfettered discretion, all without any charge to Artscape for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to Artscape's marketing/sales/leasing/customer-service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of Artscape and its authorized agents, representative and/or invitees in, to and over the Common Elements of the Corporation,

until one year after the date that all Units in the Condominium have been conveyed or leased by Artscape.

16. **PETS** -- No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Part 3 of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Live/Work Studio. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Live/Work Studio and while on the Common Elements. Notwithstanding this section, no pet deemed by the Board, in its sole and absolute discretion, to be a danger to the residents of the Condominium is permitted to be on or about the Common Elements.

PART 3
OCCUPATION AND USE OF UNITS

17. GENERAL RESTRICTIONS

The occupation and use of the Live/Work Studios shall be in accordance with the following restrictions and stipulations:

- (a) Each Live/Work Studio shall be used only for those uses permitted from time to time by the Act, the Declaration, the By-laws, the Rules, and the by-laws of the City of Toronto or any other governmental authority with jurisdiction. The Declarant shall be permitted to maintain Units as models for display and sales purposes and construction until it has conveyed or leased all of the Live/Work Studios.
- (b) No Unit shall be occupied or used by an Owner or anyone else in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Unit (except as is contemplated in this Declaration or in the By-laws or in any agreement authorized by By-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.
- (c) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, visitors, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules including, without limitation, the Three-Way Shared Facilities Agreement and/or the Two-Way Shared Facilities Agreement.
- (d) No change shall be made in the colour of any exterior glass, window, door or screen of any Live/Work Studio except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the Building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Live/Work Studio, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the Building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property.
- (e) No exterior aerial, antenna or satellite dish shall be placed on the Property, including a Unit and Common Elements, unless the Board consents in writing to any such other antenna, aerial or satellite dish, which consent may be arbitrarily withheld.

- (f) With respect to any Unit in which services or equipment serving the Common Elements or other Units are located, the Owner of such Unit shall:
- i. permit access to the Unit as required by the Corporation or its employees or authorized representatives for the purposes of installing, inspecting, maintaining, repairing after damage, or replacing such services or equipment;
 - ii. at all times maintain the Unit at such temperatures as may be required in order to prevent freezing of or any other damage to such services or equipment; and
 - iii. not damage or in any way tamper with any such services or equipment.

18. LIVE/WORK STUDIOS

The occupation and use of the Live/Work Studios shall be in accordance with the following restrictions and stipulations:

- (a) Each Live/Work Studio shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property, which includes some commercial, retail, community services, cultural/arts, workshop and general institutional permitted uses (subject to qualifications set out in the By-laws) and for no other purpose whatsoever.
- (b) Each Live/Work Studio shall be used in accordance with and as permitted by the by-laws of the City of Toronto and otherwise, in accordance with any statutes, regulations and rules of any governmental authority having jurisdiction, provided that any such uses being undertaken shall be carried out in a manner so as not to undermine the integrity or quality of the overall design, the operation of the Condominium or the quiet enjoyment of other Owners of Units within the Condominium.
- (c) Notwithstanding anything contained in this Declaration, at no time shall any of the Live/Work Studios be used for any one or more of the following uses or purposes:
 - i. any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
 - ii. the administration of any treatment, procedure and/or use which requires secondary ventilation; and
 - iii. the administration of any treatment, procedure and /or use determined to be obnoxious, offensive or hazardous by the Board in its sole and unfettered discretion (acting reasonably) or which may be in violation of any applicable by-laws, rules or regulations of governmental authorities or of the Corporation.
- (d) The Corporation shall, in making Rules pursuant to the Act, regarding the use of Units, ensure that any Rules specifically applicable to use of zoning permissions shall be reasonable and consistent with this Declaration.
- (e) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour, vibrations, extreme bright light or offensive action is being transmitted to another Live/Work Studio or the Common Elements and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that other Live/Work Studio is adjacent to or wherever situated in relation to the offending Live/Work Studio), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of the Live/Work Studio fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis.

- (f) No animal, livestock, fowl, insect, reptile or pet of any kind shall be kept in any Live/Work Studio, other than the common household pets owned by a resident of a Live/Work Studio, as would be normal and acceptable as pets (considering type, size and size of the Live/Work Studio, among other things) in any development similar to the development in which the Live/Work Studio or residential dwelling is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall a pet which weighs in excess of 30 pounds be kept in any Live/Work Studio (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist challenged person with a disability), nor shall there be more than two pets in any Live/Work Studio and no more than one dog. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any Owner in any Live/Work Studio and no dogs that will be a danger to residents shall be permitted in any Live/Work Studio or Common Elements. Such Owner shall within the two weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Live/Work Studio and Common Elements. No breeding of animal, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the Common Elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (g) The Owner of the Live/Work Studio and any persons occupying the whole or any part of the Live/Work Studio with the Owner's consent, may erect, remove, replace or alter any internal walls or partitions within the Live/Work Studio and make any structural change in or to the Live/Work Studio or make any change to an installation upon the Common Elements or encroach upon and alter the Common Elements without the written consent of the Board, for the following purposes:
- i. to install any signs, advertisement or notice advertising the business being conducted within the Live/Work Studio or any part or parts of the Live/Work Studio upon any portion of the Common Elements that is located in the immediate vicinity of the Live/Work Studio; provided that such installation is in accordance with the provisions and conditions as set forth in this Declaration and in the Rules of the Corporation, as well as all applicable governmental laws, regulations, rules and ordinances;
 - ii. to install, alter, repair or replace any servicing system that services or is intended to service exclusively the Live/Work Studio or any part of the Live/Work Studio, such servicing system to include an air-conditioning system, a heating system, an environmental system, a ventilation or air filtration system, a fire alarm or fire protection system, a sound installation or heat installation system, a sprinkler or a loading system, or sanitary, storm, water and electrical services;
 - iii. to allow the change to or removal of non-structural or non-load bearing walls or columns within the Live/Work Studio; and
 - iv. to alter, replace or install existing or new floor coverings, wall coverings, ceiling coverings, light fixtures and other similar finishings or installations, and generally to construct such improvements or renovations to the Live/Work Studio or any part of the Live/Work Studio in the nature of leasehold improvements, which the Owner of the Live/Work Studio or its tenants, subtenants, licensees desire to make to the Live/Work Studio.

Provided that in doing any of the foregoing:

- i. the services that provide power or service to any portion of the Common Elements of the Corporation or to any other Unit are not thereby increased, disturbed or interfered with or interrupted, and are not damaged;
- ii. prior to performing such work, the Owner (except for Westside, Artscape, its tenants, subtenants, or licensees) shall submit to the Board the drawings and specifications detailing the location, materials and method of construction

and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer carrying on business in the Province of Ontario certifying that if the work is carried out in accordance with the drawings and data submitted to the Board, (1) the structural integrity of the Common Elements and the Units will not be impaired, (2) such work will not interfere with or impair any structure or the functioning and operation of any machinery and equipment which is part of the Common Elements and serves other Units and, (3) if any of the work involves the Building or rebuilding of the demising wall between Units, the centre line of the new demising wall shall be located on the vertical plane separating the Units as set out in the Description;

- iii. all such work performed by the Owner shall be carried out in accordance with the provisions of all relevant municipal and other governmental by-laws, rules or regulations and with the drawings and specifications submitted to the Board as set out in the this section and the Declaration;
 - iv. no later than 15 days following the completion of the work, such Owner shall provide to the Board an engineer's certificate, or such other evidence satisfactory to the Board, that any improvements or changes to the services to the Live/Work Studio do not result in the permitted tolerances for such services or consumption capacity of the Corporation to be exceeded; and
 - v. that adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other Owners of Units, or to their respective tenants or licensees, or caused to pedestrian access to and egress from the Unit or any part of the Unit and arising from such work, is reasonably minimized.
- (h) The Owner must obtain the written consent of the Board prior to inscribing, affixing or displaying on any part of the inside window or outside of any Live/Work Studio, a sign, advertisement or notice of any type, except for signs marketing the sale or lease of Units in the Condominium by the Declarant and/or its representatives, and such consent will not be unreasonably withheld.
- (i) If an Owner shall do or permit anything to be done or to bring or keep anything upon or in her or her Unit or upon the Common Elements that results in an increase in the premium rate of any policy of insurance placed by or on behalf of the Corporation, and after receipt of notice by the Corporation, such Owner shall pay to the corporation with his next monthly contribution towards Common Expenses all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this section are deemed to be additional contributions towards Common Expenses and are recoverable as such.
- (j) Vertical/Horizontal Party Walls
- i. For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two Live/Work Studios shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Live/Work Studio are not load-bearing walls or columns, and contain no service conduits that service any other Live/Work Studio or the Common Elements, an Owner may, with prior written consent of the Board, which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
 - 1. erect, remove or alter any internal walls or partitions within his or her Live/Work Studio(s); or
 - 2. where he/she is the Owner of two or more adjoining Live/Work Studios, erect, remove or alter along all or part of those portions of

the vertical or horizontal boundaries of each of such adjoining Live/Work Studios shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Live/Work Studios and such adjoining Live/Work Studio, or any soundproofing or insulating material on his or her Live/Work Studio side of such Vertical/Horizontal Party Wall.

- ii. Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall provide the Board with the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- iii. All work performed under subparagraph (i) above must be carried out in accordance with:
 - 1. the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - 2. the provisions of the By-laws of the Corporation and the conditions, if any, of approval by the Board; and
 - 3. the drawings, specifications and data lodged with the Board.
- iv. Immediately following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- v. Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Live/Work Studios thereto shall still constitute two separate Live/Work Studios, as illustrated in the Description and all rights and obligations of the Owner(s) of the said two adjoining Live/Work Studios, whether arising under the Act, the Declaration, the By-laws or the Rules of the Corporation shall remain unchanged.

PART 4

SHARED FACILITIES

19. CONTROL, OPERATIONS, BUDGETING AND COST SHARING OF THE FACILITIES SHARED WITH ADJACENT CONDOMINIUMS

(a) Three-Way Shared Facilities

- i. Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Corporation enjoys or is subject to, the Three-Way Shared Facilities shall be used only by Artscape and the Owners of Units in the Condominium, and by their respective residents, tenants and invitees, as well as by the Westside Condominium and the Curve Condominium (to the extent they are entitled to use same) and by their respective tenants and invitees. Save as otherwise provided in this Declaration

to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Three-Way Shared Facilities (to the extent any of same is located within the Condominium) by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board.

- ii. The Condominium's Three-Way Proportionate Share of the Three-Way Shared Facilities Costs shall be calculated and paid as provided for in the Three-Way Shared Facilities Agreement. The budget for the Artscape Condominium shall incorporate any budget for the same period for the Three-Way Shared Facilities Costs prepared in accordance with the Three-Way Shared Facilities Agreement by or on behalf of the Owners or parties for the time being to the Three-Way Shared Facilities Agreement.

(b) Two-Way Shared Facilities

- i. Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Corporation enjoys or is subject to, the Two-Way Shared Facilities shall be used only by Artscape and the Owners of Units in the Condominium, and by their respective residents, tenants and invitees, as well as by the Westside Condominium Corporation (to the extent they are entitled to use same) and by their respective tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Two-Way Shared Facilities (to the extent any of same is located within the Condominium) by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board.
- ii. The Condominium's Two-Way Proportionate Share of the Two-Way Shared Facilities Costs shall be calculated and paid as provided for in the Two-Way Shared Facilities Agreement. The budget for the Artscape Condominium shall incorporate any budget for the same period for the Two-Way Shared Facilities Costs prepared in accordance with the Two-Way Shared Facilities Agreement by or on behalf of the Owners or parties for the time being to the Two-Way Shared Facilities Agreement.

20. OWNERSHIP OF THE THREE-WAY SHARED UNITS

- (a) Ownership of the Three-Way Shared Units shall ultimately be shared between this Corporation, the Westside Condominium Corporation and the Curve Condominium Corporation as referenced in the Three-Way Shared Facilities Agreement.
- (b) The actual transfer of ownership of the Three-Way Shared Units by Westside to the Corporation, the Westside Condominium Corporation and the Curve Condominium Corporation shall occur on the Three-Way Shared Facilities Transfer Date, in accordance with the provisions of the Three-Way Shared Facilities Agreement.
- (c) Once ownership of the Three-Way Shared Units has been transferred to the Corporation and the Westside Condominium Corporation and the Curve Condominium Corporation by Westside as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Three-Way Shared Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest in the Three-Way Shared Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Three-Way Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Three-Way Shared Units purporting to be so sold, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners of the condominium purporting to so sell, transfer, mortgage, charge or encumber its interest in the Three-Way Shared Units (with such Unit Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval).

- (d) In addition, every new owner, mortgagee, chargee or encumbrancer of the Three-Way Shared Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Three-Way Shared Units, covenanting to be bound by all of the terms and provisions of the Three-Way Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.
- (e) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Three-Way Shared Units, without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding sub-paragraph, shall be null and void and of no force or effect whatsoever.

21. OWNERSHIP OF THE TWO-WAY SHARED UNITS

- (a) Ownership of the Two-Way Shared Units shall ultimately be shared between this Corporation and the Westside Condominium Corporation as referenced in the Two-Way Shared Facilities Agreement.
- (b) The actual transfer of ownership of the Two-Way Shared Units by Westside to the Corporation and to Westside Condominium Corporation shall occur on the Two-Way Shared Facilities Transfer Date, in accordance with the provisions of the Two-Way Shared Facilities Agreement.
- (c) Once ownership of the Two-Way Shared Units has been transferred to the Corporation and to the Westside Condominium Corporation by Westside as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Two-Way Shared Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest in the Two-Way Shared Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Two-Way Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Two-Way Shared Units purporting to be so sold, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners of the condominium purporting to so sell, transfer, mortgage, charge or encumber its interest in the Two-Way Shared Units (with such Unit Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval).
- (d) In addition, every new owner, mortgagee, chargee or encumbrancer of the Two-Way Shared Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Two-Way Shared Units, covenanting to be bound by all of the terms and provisions of the Two-Way Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.
- (e) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Two-Way Shared Units, without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding sub-paragraph, shall be null and void and of no force or effect whatsoever.

- 22. VISITOR BICYCLE LOCK-UP AREA** -- The Visitor Bicycle Lock-up Area shall be for use by only visitors and guests of Owners, tenants and residents of Units in the Condominium only. The Visitor Bicycle Lock-up Area may not be leased or licensed to anyone, including Owners, or otherwise assigned. If the Visitor Bicycle Lock-up Area is a Visitor Bicycle Lock-up Unit, then ownership of it shall ultimately be by the Corporation, and after ownership therein is transferred to the Corporation and it may not be sold or otherwise transferred to any other person. The Visitor Bicycle Lock-up Area shall be utilized pursuant to the Two-Way Shared Facilities Agreement and this Declaration, it shall be used only by visitors to the Condominium for the short-term parking of their bicycles on a first come first serve basis, and it shall not be used by Owners or their tenants or licensees or for any other purposes whatsoever. The Visitor Bicycle Lock-up Area shall be designated as visitor bicycle parking by means of clearly visible signs.

PART 5

SPECIFICATION OF COMMON EXPENSES

23. **SPECIFICATION OF COMMON EXPENSES** -- The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration, the By-laws and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule E attached.
24. **PAYMENT OF COMMON EXPENSES** -- Each Owner, including the Declarant, shall pay to the Corporation his or her proportionate share of the Common Expenses, as set out in Schedule D to this Declaration, and the assessment and collection of the contributions toward the Common Expenses may be regulated by the Board pursuant to the Act, this Declaration and the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.
25. **RESERVE FUND**
- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners, as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the Act;
 - (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any mortgagees of the Units or, except on termination of the Corporation, to the Owners in accordance with the provisions of the Act; and
 - (c) Interest or other income earned from the investment of the reserve fund shall form part of the reserve fund.
26. **STATUS CERTIFICATE** -- The Corporation shall, for a fee paid in advance, (equal to the fee prescribed under the Act), provide a status certificate and accompanying statements and information in accordance with Section 76(1) of the Act, and the Regulations. The Corporation shall also provide a duplicate of such certificate and accompanying statements and information without additional charge if requested. The Corporation shall deliver to Artscape without any charge or fee such certificate and accompanying statements and information that may be requested by or on behalf of Artscape in connection with a sale or mortgage of a Unit.

PART 6

LEASING OF UNITS

27. **NOTIFICATION OF LEASE**
- (a) Where the Owner of a Unit leases his/her Unit(s), the Owner shall, within 30 days of entering into the lease or of its renewal, do or cause to be done the following:
 - i. notify the Corporation that the Unit is leased;
 - ii. provide to the Corporation the lessee's name;
 - iii. provide to the Corporation the Owner's address (including any change in the Owner's address);
 - iv. provide to the Corporation a copy of the lease (and any renewal of it) or a summary of it in the form prescribed by the regulations under the Act; and

- v. provide the tenant with a copy of the Declaration, By-laws and Rules of the Corporation.
- (b) In addition, no Owner shall lease his/her Unit unless he/she delivers to the Corporation the following covenants or agreements signed by the lessee:
- i. "I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the Unit rented by me and the Common Elements, comply with the *Condominium Act, 1998* (as amended), the Declaration, the By-laws of the Condominium Corporation, the by-laws and statutes of the City of Toronto or any other governmental authority with jurisdiction, and all Rules of the Condominium Corporation, during the term or period of my tenancy, and I further acknowledge and agree that I will be subject to the same duties imposed by the above as if I were a Unit owner, except for the payment of common expenses unless otherwise provided by the *Condominium Act, 1998* (as amended). I further acknowledge that I have received and read a copy of the Declaration, the By-laws and the Rules of the Condominium Corporation."; and
 - ii. "I acknowledge having been advised that Canadian National Railway Company (CN) and/or GO Transit or its or their assigns or successors in interest have or may have rights-of-way within 300 meters from the land the subject hereof. There may be alterations to or expansions of the rail facilities on such rights-of-way in the future, including the possibility that CN and/or GO Transit or its or their assigns or successors as aforesaid or VIA Rail Canada Inc., may expand its or their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling unit(s). CN, GO Transit and VIA Rail Canada Inc., will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid rights-of-way."
- (c) If the Owner of a Unit over which Artscape holds a charge, leases the Unit, then the Owner and the Corporation shall notify Artscape of the lease immediately following the Corporation's receipt of the notification for the Owner as set out above in subparagraph a).
- (d) If a lease of a Unit is terminated and not renewed, the Owner shall immediately notify the Corporation in writing to that effect.
28. **LESSEE'S LIABILITY** -- No lessee shall be liable for the payment of Common Expenses unless notified in writing by the Corporation that the Owner is in default of payment of Common Expenses and that the lessee is required to pay to it an amount equal to the defaulted payment, in which case the lessee shall deduct from the rent otherwise payable to the Owner an amount equal to the payment in default and shall pay same to the Corporation. If the amount of the Common Expenses is greater than the rent, the lessee shall pay to the Corporation the lesser amount.
29. **OWNER'S LIABILITY** -- Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit.
30. **RESTRICTIONS** --The leasing of Units on a daily or weekly basis is strictly prohibited. The Corporation shall not either directly or indirectly, restrict, limit or interfere with (or place conditions upon) the right of Unit owner to lease or rent his or her Unit, other than provided in this Declaration, any agreements registered on title or by the Act.

PART 7

SERVICES, MAINTENANCE AND REPAIRS

31. **REPAIRS AND MAINTENANCE BY OWNER**
- (a) Each Owner shall maintain his or her Unit and, subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her

own expense. Without limiting the generality of the foregoing, each Owner shall maintain:

- i. the interior surface of doors which provide the means of ingress and egress from his or her Live/Work Studio and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
 - ii. the interior surface of all windows in the Live/Work Studio and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the terrace, balcony or patio, and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
 - iii. all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supplies any service to his or her Unit only;
 - iv. all exhaust fans and fan motors located in the kitchen and bathroom areas of the Live/Work Studio or adjacent Common Elements and services the Unit; and
 - v. the entrance or walkway to which the Live/Work Studio has direct access (if such Owner's Live/Work Studio has been allocated an exclusive use entrance or walkway) in a clean and slightly condition.
- (b) The Corporation shall make any repairs that an Owner is obliged to make pursuant to this paragraph and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of 18% per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

32. RESPONSIBILITY OF OWNER FOR DAMAGE

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

33. REPAIR AND MAINTENANCE BY CORPORATION

- (a) The Corporation shall, save as otherwise specifically provided for in this Declaration to the contrary, maintain, and repair after damage, the Common Elements and the other facilities shared with the Adjacent Condominiums pursuant to, respectively, the Three-Way Shared Facilities Agreement and the Two-Way Shared Facilities Agreement in conjunction with the respective Adjacent Condominiums (provided that the Corporation shall maintain and repair any portion of the facilities shared one or both of the Adjacent Condominiums, where one or both of the Adjacent Condominiums have failed to maintain and repair, in accordance with the provisions one or both of the Shared Facilities Agreements), other than any improvements to (and/or any facilities, services or amenities installed by any Owner upon) any Common Element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Corporation, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all

exterior window surfaces, and any exterior perimeter fences erected by Westside along the boundaries of the Property.

- (b) The Corporation shall maintain and repair the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, except to the extent that the aforesaid Common Elements are required to be maintained and repaired by the Owners pursuant to paragraph 29.
- (c) It is understood and agreed, despite the provisions in sub-paragraph 33(a) of this Declaration, that each Owner of a Live/Work Studio shall be responsible for the maintenance of all interior door and window surfaces within his or her Live/Work Studio.
- (d) Every Owner shall immediately reimburse the Corporation for repairs to windows and doors serving his or her Live/Work Studio, following damage to same caused by such Owner's negligence or the negligence of his or her residents, tenants, invitees or licensees.
- (e) The Corporation shall provide services to the Common Elements as may be set forth in the By-laws from time to time, which shall include janitorial and other attendant services, snow removal and landscaping. The cost of these services shall be included in the Common Expenses.
- (f) If any equipment that is used to supply heat, electricity, or water and sewage services at any time becomes incapable of fulfilling its function or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such equipment. The Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of any breach of such duty.
- (g) The Corporation shall maintain the heating, air-conditioning, and ventilation equipment, including thermostatic controls and air filters, within the Common Elements and the Live/Work Studios despite that such equipment has been installed for the sole benefit of a Unit. Maintenance includes regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the Board. Each Owner is responsible for periodic maintenance including the cleaning and replacement of air filters. The Owner shall be liable for any damage due to the malfunction of any equipment servicing his/her Unit if such damage is caused by an act or omission of an Owner, his/her agents, tenants, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. Decisions to replace any component associated with any such heating, air-conditioning and ventilation equipment shall be in the sole discretion of the Board.

34. **SUBSTANTIAL DAMAGE** -- Where the Corporation has determined, pursuant to Section 123 of the Act, that there has been substantial damage to the Building, notice to that effect shall be given concurrently to the Owners and to mortgagees of Units, in accordance with the Act, together with notice of any Owners' meetings and minutes of Owners' meetings in respect thereof. If a decision is made to terminate the government of the Property by the Act in the event of substantial damage pursuant to Section 123 of the Act, neither the Owners nor the Corporation need repair the damage.
35. **PLANS AND SPECIFICATIONS** -- A complete set of all plans and specifications provided to the Corporation by Artscape, including any subsequent changes to the Common Elements and approved changes to any Live/Work Unit, shall be maintained at the office of the Corporation to be used to facilitate rebuilding or repairing and for inspection by any Owner.

PART 8

INSURANCE

36. INSURANCE MAINTAINED BY THE CORPORATION

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one of more policies:

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
- i. the Property and Building, but excluding improvements made or acquired by an Owner; and
 - ii. all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an Owner, tenant or other person residing in the unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's Unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement, if any) and shall contain the following provisions:

- i. waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
 - ii. such policy or policies of insurance shall not be terminated or substantially modified without at least 60 days prior written notice to the Corporation and to the Insurance Trustee;
 - iii. waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
 - iv. waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
 - v. waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) The Corporation shall obtain and maintain public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements, insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but

not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

- (d) The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the **Liabilities**), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.
- (e) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

37. GENERAL INSURANCE PROVISIONS

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Live/Work Studio, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph (b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the record of the Corporation that has requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act.
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Part 8.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on 50% per cent or more of the Live/Work Studios and in any event, at least every three years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

38. INSURANCE MAINTAINED BY THE OWNER

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:

- i. Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - ii. Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation; and
 - iii. Insurance covering the deductible on the Corporation's master insurance policy for which an Owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
- i. additional living expenses incurred by an Owner if forced to leave his or her Live/Work Studio by one of the hazards protected against under the Corporation's policy; and
 - ii. special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.
39. **INDEMNIFICATION BY OWNERS** -- Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever (including any legal fees and expenses associated with any claim or action) which the Corporation may suffer or incur as a result of or caused by any act or omission of such Owner, or of his/her family, guests, visitors, agents, tenants, invitees or licensees, which gives rise to or is connected in any way to damage, loss or injury to the Common Elements (or portion of the Common Elements) or to any/or all Units, except for any loss, costs, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by the Owner, as set out in this paragraph, are deemed to be additional contributions toward the Common Expenses payable by such Owner and are recoverable as such.
40. **INDEMNIFICATION BY OWNERS FOR REPAIR COST AND DEDUCTIBLE** -- Despite the exception to the Owner's obligation to indemnify set out in paragraph 39, if an insurance policy obtained by the Corporation contains a deductible clause that limits the amount payable by the insurer, and if an Owner, tenant of an Owner, or a person residing in the Owner's Unit with the permission or knowledge of the Owner causes damage to the Owner's Unit, then the Owner shall indemnify the Corporation in an amount that is the lesser of the cost of repairing the damage to the Owner's Unit and the deductible limit of the insurance policy obtained by the Corporation. All payments to be made by the Owner, as set out in this paragraph, are deemed to be additional contributions toward the Common Expenses payable by the Owner and are recoverable as such.
41. **INSURANCE TRUST AGREEMENT AND PROCEEDS OF INSURANCE**
- (a) The Corporation is authorized to enter into an agreement with an Insurance Trustee, which Insurance Trustee shall be a trust company registered under the *Loan and Trust Corporations Act* or a Canadian chartered bank. This agreement shall, without limiting its generality, provide for:
 - i. the receipt by the Insurance Trustee of all insurance proceeds in excess of 15% of the replacement cost of the property covered by the insurance policy,

- ii. that the Insurance Trustee shall hold all insurance proceeds that it receives in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act and this Declaration, and any amendments to the Act or Declaration, and the respective provisions of the Three-Way Shared Facilities Agreement and the Two-Way Shared Facilities Agreement,
- iii. that the Insurance Trustee shall notify the mortgagees of any insurance proceeds received by it.

If the Corporation is unable to enter into such agreement with a trust company or a chartered bank, by reason of a refusal to act on the part of any trust company or chartered bank, then the Corporation may enter into such agreement with another corporation authorized to act as a trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation may terminate the Insurance Trust Agreement by giving at least 60 days notice in writing of the termination date to the Insurance Trustee.

The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

- (b) If the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, then the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.
- (c) If there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, then the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof.

If the Board, in accordance with the provisions of the Act, determines that:

- i. there has not been substantial damage to 25% of the Building; or
- ii. there has been substantial damage to 25% of the Building and within 60 days thereafter the Owners who own 80% of the Units do not vote for termination,

then the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

PART 9

DUTIES OF THE CORPORATION

42. **DUTIES OF THE CORPORATION** -- In addition to any other duties or obligations set out in the Act, elsewhere in this Declaration, and/or specified in the By-laws, the Corporation shall have the following duties:

- (a) to enter into a counterpart agreement with the Declarant in respect of the Three-Way Shared Facilities Agreement or any other agreements replacing or amending the Three-Way Shared Facilities Agreement, as soon as possible after registration of the Condominium, and to comply with all its covenants, conditions, restrictions, agreements, obligations, and insofar as possible, compel the observance and/or compliance by all Owners, their lessees and occupants of all terms and

provisions contained therein, in addition to any requirements set forth in the Act, the Declaration, the By-laws or the Rules of the Corporation, on the express understanding that the counterpart of the Three-Way Shared Facilities Agreement shall specifically:

- i. confirm that all covenants and obligations on the part of the Declarant set forth in the Three-Way Shared Facilities Agreement, which pertained to the Property, shall now become (and be construed as) the express covenants and obligations of the Corporation, effective from and after the date of registration of this Declaration (as if the Corporation had entered into the Three-Way Shared Facilities Agreement in the place and stead of the Declarant, insofar as the covenants and obligations pertaining to the Property are concerned);
 - ii. confirm that the Three-Way Proportionate Share (as well as the Three-Way Proportionate Interest) attributable to the Artscape Condominium is 11%, the Three-Way Proportionate Share (as well as the Three-Way Proportionate Interest) attributable to the Westside Condominium is 55% and the Three-Way Proportionate Share (as well as the Three-Way Proportionate Interest) attributable to the Curve Condominium is 34 %, in accordance with, and upon and subject to, the formula established in the Three-Way Shared Facilities Agreement; and
 - iii. release and discharge the Declarant from any further obligations, liabilities and/or responsibilities whatsoever arising from (or in connection with) the Three-Way Shared Facilities Agreement, including, without limitation, the obligation to pay any portion of the Three-Way Shared Facilities Costs for or on behalf of this Condominium, provided, however, that all outstanding payments or monetary contributions owing by the Declarant pursuant to the provisions of the Three-Way Shared Facilities Agreement prior to the registration of this Condominium have been duly made by the Declarant;
- (b) to enter into a counterpart agreement with the Declarant in respect of the Two-Way Shared Facilities Agreement or any other agreements replacing or amending the Two-Way Shared Facilities Agreement, as soon as possible after registration of the Condominium, and to comply with all its covenants, conditions, restrictions, agreements, obligations, and insofar as possible, compel the observance and/or compliance by all Owners, their lessees and occupants of all terms and provisions contained therein, in addition to any requirements set forth in the Act, the Declaration, the By-laws or the Rules of the Corporation, on the express understanding that the counterpart of the Two-Way Shared Facilities Agreement shall specifically:
- i. confirm that all covenants and obligations on the part of the Declarant set forth in the Two-Way Shared Facilities Agreement, which pertained to the Property, shall now become (and be construed as) the express covenants and obligations of the Corporation, effective from and after the date of registration of this Declaration (as if the Corporation had entered into the Two-Way Shared Facilities Agreement in the place and stead of the Declarant, insofar as the covenants and obligations pertaining to the Property are concerned);
 - ii. confirm that the Two-Way Proportionate Share (as well as the Two-Way Proportionate Interest) attributable to the Artscape Condominium is 17% and the Two-Way Proportionate Share (as well as the Two-Way Proportionate Interest) attributable to the Westside Condominium is 83%, in accordance with, and upon and subject to, the formula established in the Two-Way Shared Facilities Agreement; and
 - iii. release and discharge the Declarant from any further obligations, liabilities and/or responsibilities whatsoever arising from (or in connection with) the Two-Way Shared Facilities Agreement, including without limitation, the obligation to pay any portion of the Two-Way Shared Facilities Costs, provided, however, that all outstanding payments or monetary contributions

owing by the Declarant pursuant to the provisions of the Two-Way Shared Facilities Agreement prior to the registration of this Condominium have been duly made by the Declarant;

- (c) to pay this Condominium's share of the Three-Way Shared Facilities Costs on the basis of this Condominium's Three-Way Proportionate Share, in accordance with the provisions of the Three-Way Shared Facilities Agreement and as set forth in the Three-Way Shared Facilities Budget established from time to time;
- (d) to pay this Condominium's share of the Two-Way Shared Facilities Costs on the basis of this Condominium's Two-Way Proportionate Share, in accordance with the provisions of the Two-Way Shared Facilities Agreement and as set forth in the Two-Way Shared Facilities Budget established from time to time;
- (e) upon the request of the Declarant, to accept and register the conveyance of title to the Visitor Bicycle Lock-up Unit from Westside, and in connection therewith to complete and execute all requisite documents and affidavits necessary to effect the registration of such conveyance, forthwith upon the request of the Declarant and all without any cost to the Declarant or to Westside;
- (f) to accept and register the transfer/deed from Westside of this Corporation's Three-Way Proportionate Interest and/or an undivided interest in the Three-Way Shared Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration and/or the Three-Way Shared Facilities Agreement) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without any cost to the Declarant or to Westside;
- (g) to accept and register the transfer/deed from Westside of this Corporation's Two-Way Proportionate Interest and/or an undivided interest in the Two-Way Shared Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration and/or the Two-Way Shared Facilities Agreement) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without any cost to the Declarant or to Westside;
- (h) to execute, upon the Declarant's request following the registration of this Condominium, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of the Declarant's obligations and liabilities to pay for or perform any of the Three Condominium Corporations' expenses or obligations arising under this Declaration, the Three-Way Shared Facilities Agreement, the Two-Way Shared Facilities Agreement, or otherwise all without cost to the Declarant;
- (i) to ensure not to interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause the supply of) heat, hydro, water, gas and all other requisite utility services (including with respect to such utility services for the benefit of the Three-Way Shared Facilities and/or Two-Way Shared Facilities, as necessary) to be provided to the Condominium, so that such utility services are fully functional and operable during normal or customary hours of use;
- (j) to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements which service or benefit or constitute the Three-Way Shared Facilities and/or the Two-Way Shared Facilities;
- (k) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Owner, or their respective tenants or invitees, which would prohibit, limit, restrict or interfere with the access to, egress from and/or use of any easement or Two-Way Shared Units or Three-Way Shared Units enjoyed by Westside and the Adjacent Condominiums and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration;

- (l) to pay on a monthly basis, the Corporation's share of the Three-Way Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Three-Way Shared Facilities;
- (m) to pay on a monthly basis, the Corporation's share of the Two-Way Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Two-Way Shared Facilities;
- (n) to execute upon the request of the Declarant all documents necessary to accept the transfer(s) of easement(s) from either or both of the Adjacent Condominiums or from Westside, including, with limitation, the acceptance of such easements as are provided for under either of the Shared Facilities Agreements, and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the said easements on title;
- (o) to execute upon the request the Declarant a release and abandonment of any easement enjoyed by the Corporation and created pursuant to this Declaration or pursuant to the Three-Way Shared Facilities Agreement through any area that is ultimately part of the Adjacent Condominiums, provided that this Corporation will continue to enjoy its easement rights with respect to those portions of the Adjacent Condominiums that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements;
- (p) to execute upon the request of the Declarant a release and abandonment of any easement enjoyed by the Corporation and created pursuant to this Declaration or pursuant to the Two-Way Shared Facilities Agreement through any area that is ultimately part of the Westside Condominium, provided that this Corporation will continue to enjoy its easement rights with respect to those portions of the Westside Condominium that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements;
- (q) after the Board's receipt of notification thereof, to adopt without amendment and be bound by all decisions made in accordance with and in connection with matters dealt with in the Three-Way Shared Facilities Agreement, as if such decisions were made by the Board itself, including decisions with respect to the determination of the Three-Way Shared Facilities Costs;
- (r) after the Board's receipt of notification thereof, to adopt without amendment and be bound by all decisions made in accordance with and in connection with matters dealt with in the Two-Way Shared Facilities Agreement, as if such decisions were made by the Board itself, including decisions with respect to the determination of the Two-Way Shared Facilities Costs;
- (s) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's (or the Declarant's agents' and contractors') access and egress over any portion of the Property so as to enable the completion of the construction of the Condominium;
- (t) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees, which would prohibit, restrict, limit, hinder or interfere with the ability of Artscape and/or its representatives to utilize portions of the Common Elements for its marketing/sales/leasing programs, as more particularly set out in the foregoing provisions of this Declaration;
- (u) to enter into, abide by and comply with, the terms and provisions of the Section 37 Agreement, as well as any outstanding subdivision agreement, condominium agreement, site plan agreement, development agreement or other similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities);

- (v) when the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, as amended or replaced, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, as amended or replaced) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (the **Performance Audit**), then the Corporation shall have a duty to:
- i. permit Artscape, Westside and their authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (the **Performance Auditor**) while same is being conducted, and to provide the Declarant with at least 15 days written notice prior to the commencement of the Performance Audit; and
 - ii. permit Artscape, Westside and their authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if Artscape chooses to do so);
- for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and/or the Tarion Warranty Program pursuant to section 44(9) of the Act;
- (w) to take all reasonable steps to collect from each Owner his or her proportionate share of the Common Expenses, and to maintain and enforce the Corporation's lien arising pursuant to the Act against each Unit in respect of which the Owner has defaulted in the payment of Common Expenses;
- (x) to grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telephone and television service to each of the Live/Work Studios and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telephone and television suppliers pertaining to the provision of their services to the Property and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing; and
- (y) to take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

PART 10

GENERAL AND OTHER MATTERS

43. RIGHTS OF ENTRY

- (a) The Corporation or any insurer of the Property or any part of the Property, together with their respective agents, employees or authorized representatives, or any other person authorized by the Board, shall be entitled to enter any Live/Work Studio or any part of the exclusive use Common Elements, at all reasonable times and upon giving reasonable notice, for the purposes of carrying out the objects and duties of the Corporation or to exercise the powers of the Corporation.
- (b) The Corporation or any insurer of the Property or any part of the Property, together with their respective agents, employees or authorized representatives, or any other person authorized by the Board, shall be entitled, where necessary, to enter any Unit

at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the Units below.

- (c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a Unit at any time without notice, for the purpose of repairing the Unit, the Common Elements or for the purpose of correcting any condition that might result in damage or loss to the Property or to the Building or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
 - (d) If an Owner, resident or tenant of a Unit is not personally present to grant entry, the Corporation, or its agents, employees or authorized representatives may enter such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason of such entry, provided that they exercise reasonable care.
 - (e) The rights and authority hereby reserved to the Corporation, and any insurer, and their agents, employees or authorized representatives, do not impose any responsibility or liability for the care or supervision of any Live/Work Studio, except as specifically provided in the Declaration or the By-laws.
44. **INVALIDITY** -- Each of the provisions of this Declaration being independent and severable, the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not impair or affect the validity or enforceability of the remainder of this Declaration.
45. **WAIVER** -- The failure to take action to enforce any provision contained in the Act, the Declaration, the By-laws, or the Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
46. **INTERPRETATION** -- In the Declaration, unless the context otherwise requires, words importing the singular number only include the plural and vice-versa; words importing the masculine gender include the feminine and neuter gender and vice-versa; and words importing person include companies, corporations, partnerships and any number or aggregate of persons. Whenever reference is made in this Declaration to any statute or section of a statute, such reference is deemed to extend and apply to any amendments to the statute or section of the statute or re enactment of the statute or section of the statute, as the case may be. The headings in the body of this Declaration for nor part of the Declaration but shall be deemed to be inserted for convenience of reference only.
47. **NOTICE** -- Notice shall be given:
- (a) to an Owner or mortgagee, in accordance with the Act;
 - (b) to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service;
 - (c) to the Three-Way Shared Facilities Committee (when established or created) by giving same to at least two members of the Three-Way Shared Facilities Committee either personally or by ordinary mail, postage prepaid, addressed to such members' respective Units; and
 - (d) to the Two-Way Shared Facilities Committee (when established or created) by giving each member of the Two-Way Shared Facilities Committee either personally or by ordinary mail, postage prepaid, addressed to such members' respective Units

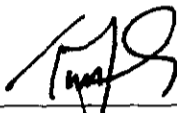
If such notice is mailed as set out above in this paragraph, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed. If such notice is given by facsimile transmission or by electronic mail on or before 5 p.m. in Toronto, then the same shall be effective on the day on which the facsimile transmission is made or the electronic mail is sent (provided such day is a business day), otherwise such notice shall be effective on the business day that immediately next follows.

48. **SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS** --
All present and future Owners, members of their households, tenants, guests, invitees and licensees shall be subject to and comply with this Declaration, the By-laws, the Rules and any lawful amendments to them.

IN WITNESS WHEREOF Artscape, the Declarant, has affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

DATED at Toronto, this 4th day of November, 2010.

TORONTO ARTSCAPE INC.

Per: 
Name: TIMOTHY ROBERT JONES
Title: Chief Executive Officer

Per: 
Name: CELIA MARY SMITH
Title: Executive Vice-President

We have authority to bind the Corporation

**SCHEDULE A
TO DECLARATION**

Legal Description of the Property

In the City of Toronto and Province of Ontario, being composed of Part of the Ordnance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordnance Reserve, designated as PARTS 1 to 5 inclusive and 7 to 20 inclusive, on a Plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-25068, (the Condominium Lands).

SUBJECT TO an easement in favour of Rogers Cable Communications Inc., over the Condominium Lands for the purposes as set out in Instrument AT1784893.

SUBJECT TO an easement in favour of the Greater Toronto Transit Authority and the Canadian National Railway Company, over the Condominium Lands for the purposes as set out in Instrument AT1929991.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, on said Plan 66R-25068, (the Westside Phase 1 Lands), which said rights-of-way or rights in the nature of easements are as follows; provided that upon registration of the declaration and description pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19, as amended or replaced, relating to the Condominium Lands, the easements described herein cease to apply to, against or with respect to all units described by such declaration and description, as set out in Instrument AT2497742:

- (a) in, over, along and through the stairwells situate within Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 12, 13, 15 and 20 on said Plan 66R-25068, for the purposes of providing pedestrian ingress and egress, necessary to the operation of the Westside Phase 1 Lands;
- (b) the free, unimpeded and uninterrupted flow of air in and through any air intake and air exhaust shaft situate within Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 9, 11, 16 and 19 on said Plan 66R-25068, which is necessary for the ventilation of the structure situate within the Westside Phase 1 Lands;
- (c) the free, unimpeded and uninterrupted use of any garbage chutes, including the passage of refuse and recycling through the said garbage chutes situate within Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 10, 14, 17 and 18 on said Plan 66R-25068, necessary to the operation of the Westside Phase 1 Lands;
- (d) in, over, along and through the corridors, situate within Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 2 and 3 on said Plan 66R-25068, for the purposes of unencumbered emergency pedestrian egress;
- (e) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns or pillars, floor and roof slabs, footings, foundation and soil all of which are situate within the Condominium Lands and which are necessary for support of the Westside Phase 1 Lands, including the buildings, structures and improvements thereon; and
- (f) a temporary right-of-way or right in the nature of an easement in, over, along and upon the Condominium Lands for construction purposes, including, but not limited to, the erection and maintenance of hoarding, piles, tieback and shoring systems, necessary for the construction of any buildings on the Westside Phase 1 Lands, which said temporary right-of-way or right in the nature of an easement shall automatically terminate and cease upon the completion of construction of all such buildings.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, on said Plan 66R-25068, hereinafter referred to as the Westside Phase 1 Lands, which said

rights-of-way or rights in the nature of easements are as set out in Instrument AT2497742 and are as follows:

- (a) in and through the Condominium Lands, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, garbage chutes, sprinkler mains, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps, situate within the Condominium Lands and which are necessary to the operation of the building situate within the Westside Phase 1 Lands.
- (b) in and through the Condominium Lands for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within the Westside Phase 1 Lands.

TOGETHER WITH a Right of Way or Right in the nature of an easement over Part of the Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, on said Plan of Ordnance Reserve, designated as PARTS 7 and 8, on a Plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-17071, for the purposes as set out in Instrument WF27767, partial released by Instrument AT2198441.

TOGETHER WITH a Right of Way or Right in the nature of an easement over Part of the Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, on said Plan of Ordnance Reserve, designated as PARTS 13 and 14, on a Plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-17743, for the purposes as set out in Instrument WF27767.

TOGETHER WITH a Right of Way or Right in the nature of an easement over Part of the Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, on said Plan of Ordnance Reserve, designated as PARTS 3, 4, 5 and 6, on a Plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-23469, until dedicated as a Public Highway, as set out in Instrument AT1707704, Being All Part of PIN 2129-0422 (LT).

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements in favour of the Condominium Lands over the Westside Phase 1 Lands, provided that upon registration of the declaration and description pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19, as amended or replaced, relating to the Westside Phase 1 Lands, the easements described herein cease to apply to, against or with respect to all units described by such declaration and description, as set out in Instrument AT2497742:

- (a) in, over, along and through the stairwell and corridor situate within Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PART 47 on said Plan 66R-25068, for the purposes of providing pedestrian ingress and egress, necessary to the operation of the Condominium Lands.
- (b) in, over, along and through Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PART 49 on said Plan 66R-25068, for pedestrian ingress and egress for the use of the garbage room situate within said PART 49 on Plan 66R-25068 and for the purpose of the temporary storage of refuse and recycling therein.
- (c) in, over, along and through the driveway and walkway, situate within Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PART 43 on said Plan 66R-25068, for the purposes of providing temporary pedestrian ingress and egress, necessary to the operation of the Condominium Lands.
- (d) in, over, along and through the loading space, situate within Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 22, 23 and 24 on said Plan 66R-25068, for the purposes of providing temporary vehicular and pedestrian ingress and egress, including, but not limited to, maintenance, delivery and removal vehicles, allowing for the off loading and on loading of all types of materials and goods necessary to the operation of the Condominium Lands.
- (e) in, over, along and through Part of the Ordnance Reserve on said Plan of Ordnance Reserve, designated as PARTS 23 and 24 on said Plan 66R-25068, for the purpose of

providing emergency fire access, including ingress and egress of emergency vehicles and personnel

- (f) a right-of-support in and through all structural members including, but not limited to, load bearing walls, columns and pillars, floor and roof slabs, footings, foundation and soil, situate within the Westside Phase 1 Lands and which are necessary for the support of the building situate within the Condominium Lands including the buildings, structures and improvements thereon.
- (g) in and through the Westside Phase 1 Lands, a right to the free, unimpeded and uninterrupted flow of air in and through any air intake and air exhaust shaft situate within Westside Phase 1 Lands, which is necessary for the ventilation of the structure situate within the Condominium Lands

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements in favour of the Condominium Lands over the Westside Phase 1 Lands, as set out in Instrument AT2497742:


- (a) in and through the Westside Phase 1 Lands, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, garbage chutes, sprinkler mains, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps, situate within the Westside Phase 1 Lands and which are necessary to the operation of the building situate within the Condominium Lands.
- (b) in and through the Westside Phase 1 Lands for the access of persons, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within the Condominium Lands.

TOGETHER WITH an easement in, over, along, upon and through Part of Block 5 on said Plan of Ordinance Reserve, designated as PARTS 25, 26 and 53 on said Plan 66R-25068, for the purpose of providing unencumbered emergency, fire access, including ingress and egress of emergency vehicles and personnel, as more particularly set out in Instrument AT2497743, Being All of PIN 21298-0435 (LT).

In our opinion, based on the parcel register and the plans and documents recorded in them, the legal description set out above is correct, the easements hereinbefore described will exist in law upon registration of the Declaration and Description and the Declarant is the registered owner of the aforementioned lands and appurtenant easements hereinbefore described.

Iler, Campbell, LLP.
duly authorized representatives for
TORONTO ARTSCAPE INC.

November 3, 2010
Dated

Per: 
Dawne Jubb

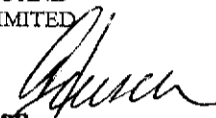
**SCHEDULE B
TO DECLARATION**

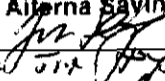
Consent of Mortgagee

1. Alterna Savings and Credit Union Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the Act), registered as Instrument Number AT2497745, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. Alterna Savings and Credit Union Limited consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interest are described in the Description.
3. Alterna Savings and Credit Union Limited postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.
4. Alterna Savings and Credit Union Limited is entitled by law to grant this consent and postponement.

Dated this 7 day of November, 2010

ALTERNA SAVINGS AND
CREDIT UNION LIMITED


 Name: Allan Jensen
 Title: Vice President Commercial Services
Alterna Savings/Alterna Bank


 Name: [Signature]
 Title: Service Branch Manager
 We/I have the authority to bind the Corporation.

**SCHEDULE C
TO THE DECLARATION**

Boundaries of the Units

Each Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 3 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 3 inclusive of the Description and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Unit are as follows:

1. **BOUNDARIES OF THE UNITS**

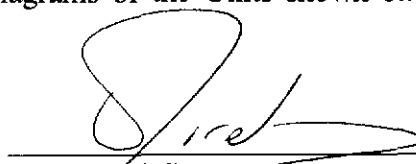
(being Units 1 to 13 inclusive on Level 1, Units 1 to 26 inclusive on Level 2 and Units 1 to 31 inclusive on Level 3).

- a) Each Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Unit is bounded horizontally by one or a combination of the following:
- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a Unit from another Unit or the Common Element.
 - ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
 - iv) the unit side surface and plane of the concrete or concrete block walls and production.
 - v) the vertical plane established by measurement.
 - vi) the vertical plane established by the centre line of the demising wall/column separating one Unit from another such Unit, where applicable.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 3 inclusive of the Description.

November 1, 2010

Dated


D. Miret
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

**SCHEDULE D
TO DECLARATION**

**Proportionate Interest in Common Elements and Proportionate
Share of Common Expenses (By Unit and Level Number)**

Municipal Address	Suite No.	Unit No.	Level No.	Proportionate Interest in Common Elements and Proportionate Share of Common expense Expressed as a Percentage
32 Abell Street		1	1	1.0491%
30 Abell Street		2	1	1.1382%
28 Abell Street		3	1	1.2272%
26 Abell Street		4	1	1.2272%
24 Abell Street		5	1	1.1778%
22 Abell Street		6	1	1.8705%
20 Abell Street		7	1	1.6528%
18 Abell Street		8	1	1.8705%
16 Abell Street		9	1	1.5637%
14 Abell Street		10	1	1.5637%
12 Abell Street		11	1	1.5340%
10 Abell Street		12	1	1.4252%
8 Abell Street		13	1	1.9002%
38 Abell Street	201	1	2	1.9992%
"	202	2	2	1.0491%
"	203	3	2	1.1382%
"	204	4	2	1.2272%
"	205	5	2	1.2272%
"	206	6	2	1.1876%
"	207	7	2	1.8705%
"	208	8	2	1.6528%
"	209	9	2	1.8705%
"	210	10	2	1.5736%
"	211	11	2	1.5736%
"	212	12	2	1.5340%
"	213	13	2	1.4252%
"	214	14	2	1.2272%
"	215	15	2	1.2470%
"	216	16	2	1.8409%
"	217	17	2	1.2965%
"	218	18	2	1.2965%
"	219	19	2	1.2965%
"	223	20	2	1.4054%
"	224	21	2	1.6627%
"	225	22	2	1.3559%
"	226	23	2	1.3658%
"	227	24	2	1.3658%
"	228	25	2	1.1679%
"	229	26	2	0.9897%
"	301	1	3	1.9992%
"	302	2	3	1.0491%
"	303	3	3	1.1382%
"	304	4	3	1.2272%
"	305	5	3	1.2272%
"	306	6	3	1.1876%
"	307	7	3	1.8705%
"	308	8	3	1.6528%
"	309	9	3	1.8705%
"	310	10	3	1.5736%
"	311	11	3	1.5736%
"	312	12	3	1.5340%
"	313	13	3	1.4252%

"	314	14	3	1.2272%
"	315	15	3	1.2478%
"	316	16	3	1.8409%
"	317	17	3	1.2965%
"	318	18	3	1.2965%
"	319	19	3	1.4450%
"	320	20	3	1.4450%
"	321	21	3	1.6528%
"	322	22	3	1.5637%
"	323	23	3	1.5835%
"	324	24	3	1.6627%
"	325	25	3	1.3559%
"	326	26	3	1.3658%
"	327	27	3	1.3658%
"	328	28	3	1.1679%
"	329	29	3	0.9897%
"	330	30	3	0.9996%
"	331	31	3	1.1184%
				100.00%

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SCHEDULE E
TO DECLARATION

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) All sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers whether such objects, duties and power are imposed by the Act, the Declaration and By-laws of the Corporation or other law or by agreement.
- (b) All sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including without limiting the generality of the foregoing, levies or charges payable on account of:
 - i. insurance premiums;
 - ii. water and sewage respecting common elements and units, unless separately metered or check-metered;
 - iii. waste disposal and garbage collection from the Live/Work Studios;
 - iv. maintenance materials, tools and supplies;
 - v. snow removal and landscaping;
 - vi. fuel, including gas, oil and hydro-electricity unless separately metered or check-metered to a Live/Work Studio, and/or Service Unit;
 - vii. the Three-Way Shared Facilities Agreement; and
 - viii. the Two-Way Shared Facilities Agreement.
- (c) All sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager.
- (d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance, replacement or leasing of personal property for the use and enjoyment in or about the Common Elements.
- (e) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation.
- (f) The cost of furnishings and equipment for use in and about the Common Elements or assets of the Corporation including the repair, maintenance, alteration, improvement to, renovation of or replacement thereof.
- (g) The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation.
- (h) The fees and disbursement of the Insurance Trustee, if any, and obtaining insurance appraisals.
- (i) The cost of maintaining fidelity bonds as provided by By-law.
- (j) All sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation
- (k) All sums required to fulfill the obligations of the Three-Way Shared Facilities Agreement and the Two-Way Shared Facilities Agreement as may be amended from time to time.
- (l) All awards of damages or costs in an order of the court against an Owner or occupier of a Unit which the Corporation obtains in order to enforce compliance with the Act,

Declaration, the By-law or the Rules, together with any additional actual costs to the Corporation in obtaining the order.

SCHEDULE F
TO DECLARATION

Exclusive Use Common Elements

There are no exclusive use common element areas.

SCHEDULE "G"

**CERTIFIED OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) of the Condominium Act, 1998)

Artscape Lands: Parts 1 to 5, inclusive, and Parts 7 to 20 inclusive, on Plan 66R-25068
8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32 & 38 Abell Street, Toronto

I certify that each building on the property has been constructed in accordance with the regulations made under the Condominium Act, 1998 with respect to the following matters:

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

- ~~There are no underground garages.~~
5. All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ~~There are no elevating devices as defined in the Elevating Devices Act except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.

OR

- ~~There are no installations with respect to the provision of air conditioning.~~
9. All installations with respect to the provision of electricity are in place.
10. ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

OR

- There are no indoor or outdoor swimming pools.

- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, the perimeter doors are in place.

DATED this 8 day of November, 2010



A handwritten signature in black ink, appearing to read "Carlos Antunes", written over a horizontal line.

Name: Carlos Antunes
Title: Architect or ~~Engineer~~

K:\2007\07112\Admin\Division 2 - Design & Authorities\2G - Warranty Program - Condo Documents\SCHEDULE-G.docx

BETWEEN:

THE TORONTO-DOMINION BANK

-and-

TORONTO ARTSCAPE INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**AFFIDAVIT OF
SARAH PHIPPS**

CITY SOLICITOR’S OFFICE
City of Toronto, Legal Services
Station 1260, Metro Hall
55 John St., 26th Floor
Toronto, ON M5V 3C6

Michele A. Wright (LSO #40724W)
Christopher J. Henderson (LSO #54291B)
Email: Michele.A.Wright@toronto.ca &
Christopher.Henderson@toronto.ca
Tel: (416) 397-5342 & 416-397-7106

Lawyers for the City of Toronto

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

TORONTO ARTSCAPE INC.

Respondent

AFFIDAVIT OF DOUG ROLLINS

(Affirmed April 22, 2024)

I, **DOUG ROLLINS**, of the City of Toronto, in the Province of Ontario, AFFIRM AND SAY as follows:

1. I am currently employed as the Director of Housing Stability Services with the Housing Secretariat of the City of Toronto. The mandate of the Housing Secretariat is to oversee implementation of HousingTO 2020-2030, through protection of the existing affordable rental housing system, and creation of new affordable rental housing using policies, programs and making significant investments in housing. Within that mandate, Housing Stability Services is a group that works to stabilize housing for vulnerable Torontonians through the funding, administration and oversight of:

- (a) social and affordable housing programs delivered by non-profits (for example, Toronto Artscape Inc. (“Artscape”));
- (b) housing benefits such as rent supplements, housing allowances, and rent-gear-to-income (RGI) assistance;

- (c) grants to community partners to support individuals and families to find and maintain permanent housing;
- (d) administration of the City's housing access system for RGI assistance;
- (e) The City's Eviction Prevention in the Community (EPIC) program.

2. I have held this position since January, 2017 and have been personally involved in dealing with matters relating to the Artscape Receivership since August, 2023. In particular, I have been a member of an inter-divisional City working group which has been coordinating the City's response to the Artscape Receivership, including seeking to protect the affordable housing which Artscape provided on behalf of the City. This inter-divisional working group has included senior members of various City divisions, including:

- (a) Housing Secretariat – which oversees the protection and management of affordable housing delivered by non-profit housing providers;
- (b) Economic Development and Culture – which seeks to contribute to the development of arts and culture in Toronto by consulting with and advocating for the cultural sector;
- (c) Corporate Real Estate Management – which is responsible for the operational day-to-day stewardship and planning of the City's real estate assets;
- (d) City Planning – which oversees the growth and physical form of the City to contribute to the development of desirable communities and neighbourhoods; and
- (e) Financial Planning – which seeks to promote the City's financial integrity through the provision of corporate financial advice; and
- (f) Legal Services.

I have discussed the matters to which I depose with other City staff, and reviewed certain electronic and paper records kept by the City. As such, I have knowledge of the matters to which I depose.

Where I indicate that my evidence is based on information and belief, I have indicated the source of my belief and I believe that information to be true.

Factual Context Regarding City’s Secured Interest in Affordable Housing at 210 Simcoe Street

3. The Affordable Housing properties at 210 Simcoe Street consist of two live-work rental condominium units located on third floor of a residential condominium building (along with two accessory units which I understand are storage lockers). They are municipally known as units 304 and 307 (the “Simcoe Affordable Housing”).

4. Information regarding the historical and factual context concerning the creation of Simcoe Affordable Housing is contained in the following:

- (a) A report from the City’s Director of Community Planning to Toronto / East York Community Council, dated April 20, 2011, attached as Exhibit A; and
- (b) City Council Tracking Status 2011.TE8.1, attached as Exhibit B.

These records are publicly available online on the City’s website.

5. The Ontario Land Registry Office parcel register for the Simcoe Affordable Housing properties is attached as Exhibit C. A copy of registered interests:

- (a) s. 37 *Planning Act* Agreement, AT2760061, dated July 21, 2011, attached as Exhibit D; and
- (b) s. 118 *Land Titles Act* instrument, AT3922485, dated June 23, 2015, attached as Exhibit E.

Exhibits D and E are publicly available in the Land Titles Office, and I have been advised by Kelly Rintoul, former Chief Operating Officer at Artscape, that they were made available to the Applicant prior to the commencement of the Receivership proceeding.

6. A copy of registered interests:

(a) A mortgage from First Ontario Credit Union, AT5729198, dated May 6, 2021, is attached as Exhibit F; and

(b) A mortgage from Community Forward Fund, AT5546921, dated October 15, 2020, is attached as Exhibit G.

City's Delivery of Affordable Housing Through Arrangements With Non-Profit (Such as Artscape) and For Profit Agencies

7. Both the non-profit and the private sector have a role to play in creating new affordable housing under agreement and with financial incentives from the City. Private partnerships can offer significant advantages. The private sector has equity, which is important in obtaining the mortgage financing needed to get a housing development built. It has land - a form of equity and in some cases ready-to-go sites. The private sector also has the capacity to deliver significant volumes quickly because of its expertise and the potential for economies of scale.

8. The City promotes the availability of affordable housing through numerous different means. One such model is the provision of affordable, below-market housing through partnerships, relationships and agreements and City incentives with over 200 different housing organizations, which collectively make available to Toronto residents more than 90,000 units of social and affordable housing. These 90,000 units were obtained through a variety of sources, including funding and financing from all levels of government, but also the non-profit and private sector.

Approximately 25%, or 22,500 units, are owned by non profits or cooperative corporations. As set out in:

- (a) paragraph 4 and 5 of my affidavit; and
- (b) the Affidavit of Sarah Phipps,

the Affordable Housing was obtained from private, for-profit developers as community benefits under the *Planning Act* – this is one example of a way in which affordable, below-market housing is obtained and secured by the City.

9. Where the City arranges for non profit housing providers such as Artscape to take legal title to property to provide affordable housing, it makes it clear to the non-profit organization throughout the negotiation process that the purpose of the conveyance is for the property at issue to be made available to low-income members of the public who qualify for below market housing for public and social benefit. This intention forms part of agreements between the City and the not-for-profit organization which set out the conditions upon which the City's rights to acquire the units are transferred to the not-for-profit and the ongoing requirements for the operation of the affordable housing, for example:

- (a) the contribution agreement between the City and the current holder of legal title to the Abell Affordable Housing, Artscape, dated August, 2010, attached as Exhibit H; and
- (b) the contribution agreement between the City and the current holder of legal title to the Simcoe Affordable Housing, Artscape, dated November, 2014, attached as Exhibit I.

These rights the City secured are transferred to the non-profit either for nominal consideration or a discount below market value – the transfer is not intended to be gratuitous for the non-profit to use for their own private purposes.

10. Because the City has determined that Artscape is providing an affordable housing project on behalf of the City, the City has enacted by-laws pursuant to s. 252 of the *City of Toronto Act* designating the Abell Affordable Housing as a “municipal capital facility” and making it exempt from property taxation. Attached are:

- (a) Toronto by-law 778-2010, attached as Exhibit J;
- (b) Toronto by-law 779-2010, attached as Exhibit K;

Based on my understanding of the *City of Toronto Act*, the City cannot (and does not) declare housing projects as municipal capital facilities, with related property tax exemptions, where the purpose of the housing project is for the private purpose or benefit of the owner or operator of the property.

Exercise of Housing Secretariat’s Consent Under its s. 118 *Land Titles Act* Restrictions

11. From time to time, the Housing Secretariat receives requests from holders of legal title to affordable housing which is subject to s. 118 *Land Titles Act* restrictions for the City’s consent to either transfer the property, or register interests. These requests are reviewed by the Housing Secretariat in good faith, primarily from the perspective of whether the proposed transferee is equally (or better) able to provide for:

- (a) affordable housing to low-income members of the public; and
- (b) long-term stewardship of the affordable housing asset.

If the Housing Secretariat is satisfied with the proposed transferee, and provided the proposed transferee enters into a housing or contribution agreement similar to the ones I reference above in paragraph 9 prior to the transfer, the Housing Secretariat would typically consent to the transfer. By contrast, if the proposed transferee intends to operate the property for standard, for-profit business purposes at or near market levels, the Housing Secretariat would refuse to consent, so as to protect the current and future affordability of rent for eligible households. I am not aware of any

reason why the Housing Secretariat, if asked, would review a request for its consent to a transfer of the Abell or Simcoe Affordable Housing any differently by reason only of the insolvency or Receivership proceedings other than the manner in which I have outlined above.

Appraisals Attached to Receiver’s Proposed Sale Process Compare Affordable Housing to Market Housing

12. I have reviewed the redacted sales comparisons for the Affordable Housing contained in the Receiver’s motion record. The “comparable” properties referenced are not affordable housing.

Zoning By-law for 180 Shaw Street

13. Attached are the following by-laws which is also the subject of the within motion:

- (a) Toronto by-law 1014-2010, to which Official Plan Amendment No. 132 is attached, as Exhibit L;
- (b) Toronto by-law 1015-2010, as Exhibit M.


Correspondence with Counsel for the Applicant and Receiver Regarding Affordable Housing

14. A copy of two letters which were sent by counsel for the City to counsel for the Applicant are attached as Exhibit N. Based on my discussion with counsel for the City, I understand the City received no response to the positions contained in these letters regarding the Affordable Housing.

15. A copy of an email thread from counsel for the City to counsel for the Receiver dated February 7, 2024, is attached as Exhibit O. Based on my discussion with counsel for the City, I understand the City received no response to this correspondence.

16. A copy of an email thread from counsel for the City to counsel for the Receiver dated April 15, 2024, is attached as Exhibit P.

17. I affirm this affidavit in support of the City's position sought in the within motion, and for no other or improper purposes.

AFFIRMED BEFORE ME at the City)
of Toronto, in the Province of)
Ontario, this 22nd day of April, 2024)
)
_____)
Christopher J. Henderson)
A Notary Public)
And Commissioner for Taking Affidavits)



DOUG ROLLINS



**STAFF REPORT
ACTION REQUIRED**

This is Exhibit "A" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

**210 Simcoe Street – Zoning Amendment Application –
Final Report**

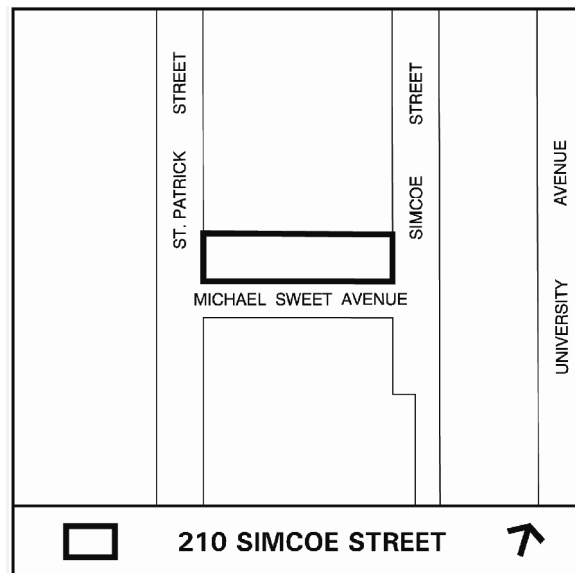
Date:	April 20, 2011
To:	Toronto and East York Community Council
From:	Director, Community Planning, Toronto and East York District
Wards:	Ward 20 – Trinity-Spadina
Reference Number:	08 150716 STE 20 OZ

SUMMARY

This application was made after January 1, 2007 and is subject to the new provisions of the *Planning Act* and the *City of Toronto Act, 2006*.

This application proposes a 25-storey (81 metres to the top of the mechanical penthouse) residential building at 210 Simcoe Street. The proposal consists of 298 residential units, with a mix of one- and two-bedroom units. The owner proposes to convey three units to the Ontario College of Art and Design University to house visiting academics and one unit to Toronto Artscape Inc., at no cost. Four additional units will be sold to Toronto Artscape Inc., at cost (plus development charges), for below-market home ownership purposes.

The project takes the form of two slender towers located at the east and west ends of the site connected by a central core of elevators. The proposal includes a three-storey podium viewed from the Michael Sweet Avenue frontage. Resident parking is provided underground with access to the spaces from two proposed car elevators off of the St. Patrick Street. This report reviews and recommends approval of the application to amend the Zoning By-laws 438-86 and 1156-2010.



RECOMMENDATIONS

The City Planning Division recommends that:

1. City Council authorize amendments to Zoning By-law 438-86 for the former City of Toronto and the new Zoning By-law 1156-2010, for the lands at 210 Simcoe Street substantially in accordance with the draft Zoning By-law Amendments to be made available at the May 25, 2011 meeting of the Toronto and East York Community Council.
2. City Council authorize the City Solicitor to make such stylistic and technical changes to the draft Zoning By-law Amendments as may be required.
3. Before introducing the necessary Bills to City Council for enactment, require the owner to enter into an Agreement pursuant to Section 37 of the *Planning Act*, and satisfactory to the City Solicitor, to secure the following:
 - a. The conveyance of three units to the Ontario College of Art and Design University (OCADU) at no cost;
 - b. The conveyance of one unit to Toronto Artscape Inc. (Artscape) at no cost, other than the School Board and City Development Charges, associated with that unit;
 - c. The conveyance of four units to Artscape at \$240 per square foot, plus the School Board and City Development Charges associated with those units;
 - d. Agreements of Purchase and Sale with respect to the all eight units in Recommendations 3.a., 3.b., and 3.c shall be entered into with OCADU and Artscape and/or the City prior to the issuance of the first above grade building permit for the development;
 - e. A provision allowing the Agreements of Purchase and Sale of all eight units in Recommendations 3.a., 3.b., and 3.c. to be assignable; and
 - f. A warning clause in any Purchase and Sale Agreements with respect to the possible relocation of Michael Sweet Avenue to a location further south.
4. City Council authorize the City to be a party to the Agreements of Purchase and Sale contemplated to be entered into for the Artscape units and the OCADU units as a contingent transferee, in order to ensure the benefit of the units to be conveyed is secured for the intended purpose as set out in the report from the Director, Community Planning, Toronto and East York District (dated April 20, 2011) headed "210 Simcoe Street – Rezoning Application – Final Report", in the event either of the organizations is not able to complete the transactions, by either assigning its interest in the Agreements of Purchase and Sale or by selling the units in the open market at fair market value with the proceeds to go towards affordable housing in Ward 20.
5. City Council authorize and direct the appropriate City Officials to take the necessary action to give effect to the foregoing, including the specific actions set out in "Council Authorities to Implement Matters Pursuant to the Section 37 Agreement" as Attachment 1 to the report from the Director, Community Planning, Toronto and East York District

(dated April 20, 2011) headed "210 Simcoe Street – Rezoning Application – Final Report".

6. Before introducing the necessary Bills to City Council for enactment, require the owner to submit to the City's Executive Director of Technical Services a revised Functional Servicing Report to address the matters detailed in the letter dated April 14, 2011 from the Manager, Technical Services, to the satisfaction of the Executive Director of Technical Services.

Financial Impact

The recommendations in this report have no financial impact.

DECISION HISTORY

At its meeting on November 18, 2008, Toronto and East York Community Council (TEYCC) considered and adopted recommendations within the Preliminary Report from the Acting Director, Community Planning, Toronto and East York District (TE20.26: dated October 23, 2008). Given that staff hosted a community consultation prior to TEYCC considering the Preliminary Report, the report recommended that staff continue to process the application. At the time TEYCC considered the Preliminary Report, the property was under different ownership and reflected a different design. The Preliminary Report provides a brief description of the previous proposal: <http://www.toronto.ca/legdocs/mmis/2008/te/bgrd/backgroundfile-16710.pdf>

Regarding lands immediately to the south of the site, City Council enacted By-laws 1996-0598 and 1996-0599 to amend the Official Plan and Zoning By-law 438-86, as amended, respectively, to designate and zone the Canada Life lands (now owned by Great West Life Insurance Company) to permit implementation of the company's Master Plan in six phases. Phase 1 of this Plan, and the associated Section 37 Agreement, required Canada Life to construct Michael Sweet Avenue to the north of the existing Canada Life 5-storey parking garage, as a temporary public road. The permanent road is intended to be constructed in Phase 4, further south, between the proposed north office block and what is intended to be a residential building in the area where Michael Sweet Avenue currently is located. The proposal for 210 Simcoe Street, which is the subject of this report (dated April 11, 2011), would not preclude the full build-out of the Master Plan as approved by City Council or the relocation of Michael Sweet Avenue.

ISSUE BACKGROUND

Proposal

The proposal is for a 25-storey (81 metres to the top of the mechanical penthouse) residential building with vehicular and resident access along St. Patrick and Simcoe Streets. The project takes the form of two slender towers located at the east and west ends of the site connected by a central elevator core. The towers have a floor plate of approximately 490 square metres for a total floor plate of 1,104 square metres (including the elevator core and corridor). On the St. Patrick frontage, the tower steps back approximately 5 metres at the 20th floor and rises five additional storeys, with a mechanical penthouse. The proposal consists of 298 residential units, with a mix of one- and two-bedroom units. The owner proposes to convey three units to the Ontario College of Art and Design University (OCADU) at no cost and to convey five units to

Toronto Artscape Inc. (Artscape). Four units will go to Artscape at cost and one unit at no cost other than an amount equal to the associated Development Charges for that unit.

A total of 95 vehicle parking spaces are proposed, of which 5 spaces are dedicated to car sharing and 5 spaces are for visitor parking spaces. All spaces are located underground with access via two parking elevators off the St. Patrick frontage. The total residential gross floor area is 22,100 square metres with a floor space index of 16.3 times the area of the lot. Additional project statistics are contained in Attachment No. 9 of this report.

Site and Surrounding Area

The site is rectangular (18 metres by 74 metres) with a total area of 1,361 square metres. It is currently occupied by a two-storey, 135-space commercial parking garage. Surrounding uses are:

North: the Bell Canada Utility building, which has a blank south wall facing the subject property at a height of approximately 54 metres or approximately 18 residential storeys, further north is three-storey above grade commercial parking structure and a 14-storey residential building.

South: the temporary Michael Sweet Avenue, which according to the Master Plan is to be replaced with a 192-unit residential building with a maximum residential gross floor area of 18,000 square metres.

East: across Simcoe Street is the American Consulate building and an open green space, which forms part of the Canada Life Master Plan.

West: across St. Patrick Street to the west is a 9-storey condominium building; further along St. Patrick Street are residential buildings ranging in height from 12 to 18 storeys.

Provincial Policy Statement and Provincial Plans

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development. The PPS sets the policy foundation for regulating the development and use of land. The key objectives include: building strong communities; wise use and management of resources; and, protecting public health and safety. City Council's planning decisions are required to be consistent with the PPS.

The Growth Plan for the Greater Golden Horseshoe provides a framework for managing growth in the Greater Golden Horseshoe including: directions for where and how to grow; the provision of infrastructure to support growth; and protecting natural systems and cultivating a culture of conservation.

Section 3.1 of the Growth Plan states that "In the case of housing, there is an underlying societal need for affordable housing in many municipalities that is heightened by growth pressures."

City Council's planning decisions are required by the Planning Act, to conform, or not conflict, with the Growth Plan for the Greater Golden Horseshoe.

Official Plan

The Official Plan (OP) Urban Structure Map 2 identifies the subject site as part of the *Downtown and Central Waterfront*. The subject site is designated as *Mixed Use Area* in the OP.

The OP contemplates that the *Downtown* will see new development to house residents and jobs. The advantage of developing residential units in the *Downtown* is that it offsets the need for in-bound commuting each day by creating "accessibility through proximity". The *Downtown* policies provide that a full range of housing opportunities be encouraged through sensitive infill.

Mixed Use Areas are made up of a broad range of commercial, residential and institutional uses, in single use or mixed use buildings, as well as parks and open spaces and utilities. Relative to other *Mixed Use Areas* in the City, the highest buildings and greatest intensity will typically occur *Downtown*. With respect to the appropriate built form, the OP provides development criteria in *Mixed Use Areas* (Policy 4.5.2), which staff have applied through the review of the proposed development.

In addition to the development criteria, staff have reviewed the proposal for conformity with the OP Tall Buildings policies, which outline built form principles that are applied to the location and design of tall buildings. These policies seek to ensure an appropriate relationship between adjacent buildings and to minimize negative impacts, while contributing to and reinforcing the overall City structure.

Zoning

The former City of Toronto Zoning By-law 438-86 zones the site CR T4.0 C2.0 R3.5, which permits a mix of commercial and residential uses to a maximum combined total of four times the area of the lot. The maximum building height is 37 metres.

The City of Toronto Zoning By-law 1156-2010 zones the site CR 4.0 (c2.0; r3.5) SS1 (x2374). The CR zoning continues to permit a range of commercial and residential uses to a maximum combined density of 4.0 times the area of the lot. The maximum building height is 37 metres. The site is subject to Development Standard Sets SS1, which outlines a series of performance standards, including floor plate size, permitted encroachments, and others. The site specific exemption (x2374) applying to the site sets out required parking ratios for new developments.

Tall Buildings Guidelines

In June 2006, in co-operation with HOK Architects, the City produced the document entitled Design Criteria for Review of Tall Buildings Proposals. The document provides a common set of measurable criteria and other qualitative indicators that staff have applied in the review of the proposed development.

Site Plan Control

The site is subject to Site Plan Control, for which the applicant submitted an application on February 3, 2011.

Reasons for Application

Given that the proposed building height and density exceed the provisions in both the former City of Toronto Zoning By-law 438-86 and By-law 1156-2010, an application to amend the Zoning By-law is required.

Community Consultation

Staff hosted a community consultation meeting on October 21, 2008 to discuss the original proposal, which 30 members of the community attended. Issues raised at that meeting focused on the previous proposal's reliance on Michael Sweet Avenue as an active frontage and Great West Life's (previously owned by Canada Life) 0.30 metre strip of land along the north side of Michael Sweet Avenue. The Master Plan approved by Council for the Canada Life lands includes a 0.3 metre strip of land immediately south of the subject property, which is to be replaced by residential building once Michael Sweet Avenue is relocated further south.

The current owner resolved this issue through the revised plans, which are the subject of this report. The current proposal was discussed at a Councillor-hosted community meeting on June 21, 2010. The discussion with members of the community revolved around the general design of the revised proposal, including building materials, smaller units for the OCADU and potential landscaping upgrades to Michael Sweet Avenue.

Agency Circulation

The application was circulated to all appropriate agencies and City divisions. Responses received have been used to assist in evaluating the application and to formulate appropriate by-law standards.

COMMENTS

Provincial Policy Statement and Provincial Plans

The proposal is consistent with the Provincial Policy Statement (PPS) and conforms and does not conflict with the Growth Plan for the greater Golden Horseshoe. The PPS includes policies directing municipalities to manage and direct land uses in order to achieve efficient development patterns and calls for the wise management of change and support for strong, liveable and healthy communities. Section 1.4.3 requires that planning authorities provide for an appropriate range of housing types and densities to meet projected requirements of current and future residents, by establishing targets for the provision of housing affordable to low and moderate-income households and permitting and facilitating all forms of housing. Given the subject property's proximity to the financial district, to the subway and Queen Street streetcar line, it is staff's opinion that the subject site can accommodate an intensified built form to promote the use of transit and decrease automobile dependency.

The addition of 5 units for below-market homeownership purposes and the provision of 3 units for academic accommodation for a downtown post-secondary institution helps the City to retain a full range of housing, to meet the needs of current and future residents.

Land Use

The City's Official Plan designates the subject property as a *Mixed Use Area* within the *Downtown and Central Waterfront*. The former City of Toronto's Zoning By-law zones the property in a Mixed Commercial-Residential zone. The proposed residential use is consistent and compatible with the evolving and established character of this area within the *Downtown* and supports the Official Plan's objective of having residential units within the *Downtown* to promote accessibility through proximity to jobs.

Density, Height

The proposed density is 16.3 times the area of the lot. The proposed building density and the resulting unit yield for this site can be supported at this location which is within walking distance to the financial district, a subway station and 24-hour streetcar line.

The proposed building height of 25 storeys (81 metres to top of the mechanical penthouse) is acceptable in the planned context for this area. The site is just to the west of University Avenue where tall buildings are appropriate with two recently approved projects under construction, 426 University Avenue (Royal Canadian Military Institute) at 42 storeys (135 metres) and 180 University Avenue (Shangri-la Hotel/Condominium) at 66 storeys (215 metres).

Although Simcoe and St. Patrick Streets as smaller streets with narrower rights-of-way are not anticipated or recommended for the same heights as University Avenue, there is room for increases in height and density beyond the built context on these streets. The existing context ranges from low-rise buildings (2 to 4 storeys) to mid-rise apartments in the 12 to 18-storey range. To the south, the approved Canada Life Master Plan recommends new office and residential buildings in the range of 12 to 13-storeys and significant increase current densities.

Attachment 6 to this report displays a context elevation from south of Queen Street West to immediately north of the subject property. This context elevation demonstrates that the proposed building height is acceptable at this location.

Massing

The proposed towers have a floor plate of approximately 490 square metres each for a total floor plate of 1,104 square metres (including the elevator core and corridor). The proposed floor plate size exceeds the recommended tower floor plate size of 743 square metres cited in the City's Design Criteria for Review of Tall Buildings Proposals. Given the narrow size of the lot (18 metres), the proposed residential units are clustered and oriented at the eastern and western extents of the site and is connected by the elevator core and corridor. This tower orientation, in effect, bisects the larger floor plate and the proposal can be viewed as two smaller tower floor plates connected by the corridor effectively creating two buildings, one addressed on St. Patrick Street and the other on Simcoe Street. This creates an open space between the two towers with separation distances between primary windows ranging from 22.4 metres to 19.9 metres. These figures fall under the recommended 25 metre facing distances cited in the City's Design Criteria for Review of Tall Buildings Proposals, however, it is staff's opinion that the proposed facing distances minimizes the negative impacts generated by insufficient separation, including issues of privacy, overlook and access to light and skyview, indicative of developments in the

Downtown. The Tall Buildings Downtown Project completed in April 2010, recommended a minimum separation distance of 20 metres, measured from the external wall or exterior edge of balconies.

At the ground level and rising to the top of the second storey, the proposal building includes an architectural feature, which wraps around the St. Patrick, Simcoe and Michael Sweet Avenue frontages. The stone and precast feature demarcates a podium, given the material differentiation between the first two floors and the residential tower above.

The development will block the Bell Building blank wall, which improves the views from the south. The development sits on a 3-storey podium with outdoor amenity space on the roof of the third floor between the east and west tower elements.

Simcoe Street Frontage

The Simcoe Street frontage features the main resident entrance as well as the vehicular exit. The building face is set back 2.0 metres from the property line. The architectural feature that frames the resident entrance provides weather protection and a visible entry into the development.

Michael Sweet Avenue Frontage

The Michael Sweet Avenue frontage will feature a two-storey living green-wall and a symmetrical series of windows that provides an interesting and playful façade on the stretch of the building that is built to its property line. This feature will be secured through the site plan approval process and may include public art.

As noted previously, the Canada Life Master Plan and Section 37 Agreement provide for the possible relocation of Michael Sweet Avenue further to the south and the construction of a residential building on the current Michael Sweet Avenue road allowance. Staff is recommending that the Section 37 Agreement and future Purchase and Sale Agreements for the proposed development contain a clause warning prospective purchasers of units within the development of the possible relocation of Michael Sweet Avenue.

St. Patrick Street Frontage

The main wall of the proposed building is setback 1.5 metres from the Simcoe Street property line. At the 20th floor, the tower steps back approximately 5.0 metres, which occurs at the highest point of the neighbouring Bell Canada Utility building directly to the north. This tower step back demonstrates how the proposed development responds to its immediate built form context.

Sun, Shadow, Wind

The applicant submitted a shadow study in support of the rezoning application, completed by its architects. Given the existing context of tall buildings, the proposed building does not cast significant new shadows in the area or onto any important open spaces.

The applicant also submitted a wind study in support of the rezoning application. The consultant report described that the proposed plan provides benefits for wind conditions at grade on the Simcoe Street and St. Patrick Street elevations, due to their narrow profiles. The wind consultant

recommended that improvements to the wind conditions on the south elevation can be mitigated by the introduction of clusters of coniferous plantings between the deciduous plants proposed on the third floor amenity space. Staff will work with the applicant to secure these mitigation measures and others proposed in the wind study through the site plan approval process.

Traffic Impact, Access

The applicant's transportation consultant conducted trip generation calculations in support of the proposal, which indicates that the proposal would have modest impacts on area intersection operations and result in a net decrease in a.m. and p.m. peak travel. Transportation Services staff concur with the consultant's conclusions.

Vehicular access into the site is taken from St. Patrick Street, which acts as an entrance/exit to the resident parking, as well as the entrance to visitor parking and loading facilities. The Simcoe Street access acts as an exit only. Two car elevators are proposed to provide access to the 90-space underground parking garage. Vehicles would access the car elevators from a two-way driveway off of St. Patrick Street. Each resident choosing to park will require specific training and licensing to use the car elevators.

Transportation Services staff accept the car elevators, but have requested additional information and will continue to work on the technical components and operations of the proposed elevators through the site plan review process.

Parking

The applicant is proposing to provide 95 parking spaces consisting of 87 underground spaces for residents, five spaces for residential visitors (located on the ground floor) and three spaces for car-sharing vehicles (located on the ground floor). Zoning By-laws 1156-2010 and 438-86 require 188 spaces and 174 spaces, respectively. In support of the deficient parking supply, the applicant's transportation consultant provided a utilization analysis of 1,784 available off-street public parking spaces. Transportation Services staff accepts that proposed parking supply - both visitor and resident - given the availability of good public transit, the provision of car-share parking spaces with the development and the number of off-street parking spaces in the area. The applicant has agreed to provide one-time one-year memberships to the car-sharing operator to all eligible occupants within the development.

Servicing

The City's Technical Services Division is requesting additional clarification on the applicant's Functional Servicing review. Prior to the introduction of necessary Bills to City Council, staff is recommending that City Council require that the owner resolve these issues to the satisfaction of the Executive Director of Technical Services.

Amenity Space

The applicant is proposing to provide a total of 325 square metres of indoor amenity space, which is adjoining and directly accessible to the 220 square metres of outdoor amenity space. Both the former City of Toronto Zoning By-law 438-86 and the Zoning By-law 1156-2010 require 2 square metres of indoor and 2 square metres of outdoor amenity space per residential

dwelling unit. The proposal does not meet these requirements. Given the fact that these spaces are connected creating a 545 square metres of contiguous space, the reduced amount of amenity space is acceptable.

Bicycle Parking

The applicant is proposing to provide 173 bicycle parking spaces for the occupants of the building, while 175 spaces are required by the former City of Toronto Zoning By-law 438-86. The amount of visitor bicycle parking spaces (45 spaces) complies with By-law 438-86, but they are located on the P1 level underground, which does not meet the zoning standard of not locating visitor bicycle parking within a secured room, enclosure or bicycle locker. Visitors will use the elevator to access the bicycle visitor parking space. Staff will explore the possibility of increasing the number of bicycle rings on the sidewalks at this location.

The City of Toronto Zoning By-law 1156-2010 requires that the applicant provide 261 spaces for residential occupants and 29 spaces for residential visitors, of which at least 50% of the required visitor bicycle parking spaces must be located in a weather protected bicycle parking area at grade. The ground floor is proposed to accommodate solid waste collection and storage, vehicular access, visitor parking and car-sharing access.

Open Space/Parkland

The Official Plan contains policies to ensure that Toronto's system of parks and open spaces are maintained, enhanced and expanded. Map 8B of the Toronto Official Plan shows local parkland provisions across the City. The lands which are the subject of this application are in an area with 0.43 to 0.78 hectares of local parkland per 1,000 people. The site is in the second lowest quintile of current provision of parkland. The site is in a parkland priority area, as per Alternative Parkland Dedication By-law 1420-2007.

The application proposes 298 residential units on a total site area of 0.1351 hectares (1,351 square metres). At the alternative rate of 0.4 hectares per 300 units specified in By-law 1420-2007, the parkland dedication would be 0.3866 hectares (3,866 square metres). However, a cap of 10% applies and hence the parkland dedication requirement for the development would be 0.01361 hectares (136.1 square metres).

The applicant proposes to satisfy the parkland dedication requirement through cash-in-lieu. This is appropriate as an on-site parkland dedication requirement of 0.01361 hectares (136.1 square metres) would not be of a useable size.

The actual amount of cash-in-lieu to be paid will be determined at the time of issuance of the building permit.

Toronto Green Standard

For applications received before January 31, 2010 the TGS is applied on a voluntary basis. The applicant submitted a revised TGS checklist in support of the proposed plans and has indicated that they will meet and achieve all the Tier 1 level measures related to the site.

The TGS is a set of performance measures for green development. Achieving the Toronto Green Standard will improve air and water quality, reduce green house gas emissions and enhance the natural environment.

Section 37

The Official Plan includes policies pertaining to the exchange of public benefits for the increased height and density for new developments pursuant to Section 37 of the *Planning Act*.

Through discussions with the local Councillor, the applicant and staff, the community benefit recommended to be secured in the Zoning By-law Amendment and Section 37 agreement is as follows:

The community benefit recommended to be secured in the Section 37 Agreement is that:

1. The conveyance of three units to the Ontario College of Art and Design University (OCADU) at no cost;

The following matters are also recommended to be secured in the Section 37 agreement as a legal convenience to support development:

1. The conveyance of one unit to Toronto Artscape Inc. (Artscape) at no cost, other than the Development Charges associated with that unit;
2. The conveyance of four units to Artscape at \$240 per square foot, plus the Development Charges associated with those units;
3. Agreements of Purchase and Sale with respect to the all eight units shall be entered into prior to the issuance of the first above-grade building permit for the development;
4. A provision allowing the Agreements of Purchase and Sale of all eight units to be assigned; and
5. A warning clause in any Purchase and Sale Agreements with respect to the possible relocation of Michael Sweet Avenue to a location further south.

Any reference in this report to the conveyance of dwelling units to either Toronto Artscape Inc. or the Ontario College of Art and Design University is intended to include conveyance to an appropriate alternate organization in the event that Artscape and/or OCADU fail to pursue acquisition of the dwelling units. The Recommendations section of this report authorizes the appropriate City staff to choose another qualified arts organization.

OCADU Units

The owner proposes to convey three units within the development to the Ontario College of Art and Design University (OCADU) at no cost. These units are to be secured as a community benefit under the City's Section 37 policies. As an educational institution, OCADU will be able

to use these units to temporarily house visiting academics, enhancing their ability to create a vibrant atmosphere and enriched opportunities for learning. OCADU intends to rent one of the units to an affiliated OCADU associate in order to cover the maintenance fees for the three units.

OCADU plays a very significant role not only as a unique educational institution in Ontario, but as a focal point for nurturing art and design in Toronto. The ongoing health and vibrancy of this institution is important for Toronto and its Downtown. The City's Official Plan policies on Section 37 community benefits, and specifically policy 5.1.1.6 (d) recognize the contribution of capital facilities to non-profit arts, cultural, community or institutional facilities.

Staff is recommending that the City be a party to the Agreement of Purchase and Sale between the owner and OCADU to ensure the City's intent is realised. The City will direct title be given to OCADU on closing, but in the event of default by OCADU, the City will have the ability to redirect the title to an appropriate organization at no cost to the City and no loss of the benefit.

The City will ensure the OCADU units are used as intended through an agreement between the City and OCADU and a restriction registered on title to the OCADU units similar to the restriction to be registered against the Artscape units. The restriction will require the consent of the City of Toronto if the property is to be sold. The restriction will ensure that, in the event of a sale of the units by OCADU, the units will be transferred at no cost to a similar non-profit or arts and culture organization, selected by the Executive Director, Economic Development and Culture Division, in his sole discretion, which will sell them on terms similar to those contemplated by Artscape for the Artscape units.

Artscape Units

Toronto Artscape Inc. (Artscape) is a non-profit organization with a mandate of:

- Anchoring creative communities within sustainable and affordable spaces;
- Building authentic and dynamic places by connecting creative and cultural resources; and
- Creating tools, expanding thinking and inspiring action.

Affordable housing for the arts community is a core element of Artscape's business. It has for many years operated affordable rental housing in the City and has more recently expanded into the provision of affordable home ownership housing. The applicant proposes to sell four units, at cost, plus development charges to Artscape and one unit will be conveyed to the Artscape at no cost, other than the development charges associated with that unit. Staff will secure the conveyance through the Section 37 Agreement, as a legal convenience, which is described in the Section 37 section of this report. These units will be sold to artists or arts professionals at below-market prices through Artscape's affordable home ownership program. Sale prices will be determined by the average cost to Artscape of the units (including all expenses and taxes plus a reasonable administrative fee).

To maintain these below-market units for the City's arts community over time, Artscape will retain control over the sale of homes to ensure that when buyers eventually sell their units, they can once again be sold through Artscape to another artist or arts professional at a below-market price in perpetuity. This proposal allows individuals who may otherwise not be able to access ownership homes in this area of the City the opportunity to do so.

Staff is recommending that the City be a party to the Agreement of Purchase and Sale between the owner and Artscape to secure these units for the intended purpose. An agreement between just the owner and Artscape could result in the possibility that if Artscape is unable for any reason to complete the transaction, the units would revert to the owner. The City will direct title be given to Artscape on closing or will have the ability to redirect the title to another qualified housing provider, in the event of default by Artscape, at no cost to the City and no loss of the units.

It is the City's intention to secure the ongoing below-market pricing of the units by not only requiring Artscape to enter into an agreement with the City, but also by requiring the registration on title to the Artscape Units of a restriction, pursuant to Section 118 of the *Land Titles Act*, that requires the consent of the City of Toronto if the property is sold. The agreement and the restriction will secure the terms of the sale of the Artscape units, at cost, to help ensure that the units will be more affordable than if left to market pricing, and will require reporting of the activity involving the sale of the units.

Development Charges

It is estimated that the development charges for this project will be \$1,883,236. This is an estimate. The actual charge is assessed and collected upon issuance of the building permit.

Conclusion

The development for new housing reflects an innovative design solution and supports the cultural and arts sector. The proposal is consistent with the broad range of Official Plan policies for development of tall buildings in *Mixed Use Areas* in the *Downtown* taking into consideration its surrounding and planned context. For these reasons, staff is recommending approval.

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SIGNATURE

Gregg Lintern, MCIP, RPP,
Director, Community Planning,
Toronto and East York District

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ATTACHMENTS

Attachment 1: Council Authorities to Implement Matters Pursuant to the Section 37 Agreement

Attachment 2: Site Plan

Attachment 3: Elevation (North and South)

Attachment 4: Elevation (St. Patrick Street)

Attachment 5: Elevation (Simcoe Street)

Attachment 6: Context Elevation

Attachment 7: Zoning (By-law 438-86)

Attachment 8: Zoning (By-law 1156-2010)

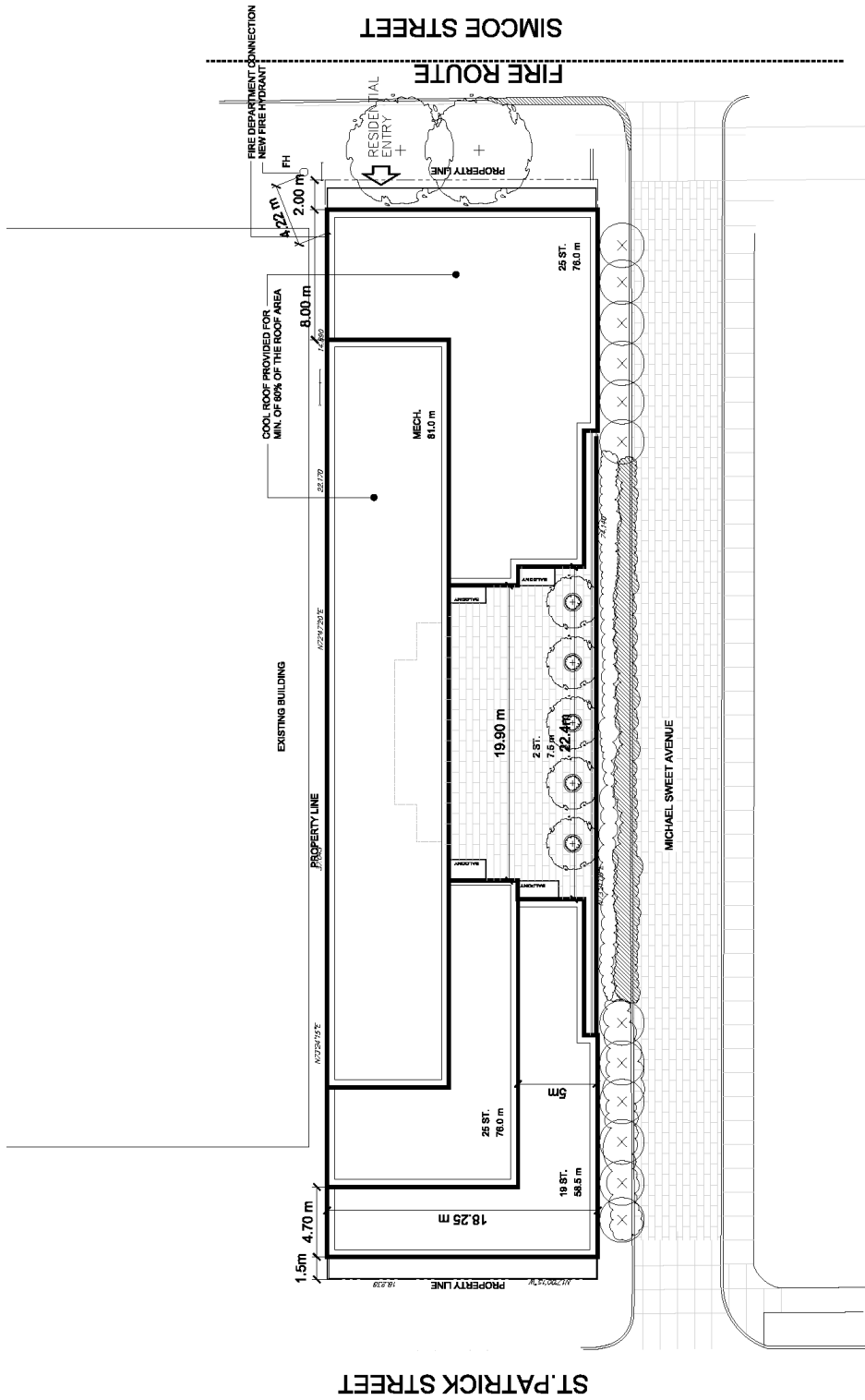
Attachment 9: Application Data Sheet

Attachment 1: Council Authorities to Implement Matters Pursuant to the Section 37 Agreement

1. In order to ensure that construction, condominium registration and finalization of the transfer of units in the development may proceed in a timely manner, in the event either of the Agreements of Purchase and Sale with respect to the Artscape Units or the OCADU Units cannot be completed by the intended organizations, City Council authorize the City to assign its interests in the Artscape Units and/or the OCADU Units to another similar organization that would give effect to the intended purpose as set out in the report from the Director, Community Planning, Toronto and East York District (dated April 20, 2011) headed "210 Simcoe Street – Rezoning Application – Final Report", chosen by the Director, Affordable Housing Office, on terms and conditions determined by him and in a form satisfactory to the City Solicitor, prior to the closing date with the Owner, with the intention that there are no financial consequences of the City having been a party to the Agreements of Purchase and Sale.
2. City Council authorize and direct the City Solicitor to execute the Agreements of Purchase and Sale with respect to the Artscape Units and the OCADU Units and to complete any assignment or any document relating to the re-sale transactions that may occur as a result of entering into that agreement, on behalf of the City, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, on such terms as she considers reasonable.
3. City Council authorize and direct the Director, Affordable Housing Office, to enter into an agreement with the purchaser of the Artscape Units to secure the terms of the sale of the Artscape Units, at cost, to ensure the ongoing affordability, to ensure the intended arts affiliated use of the units, to require reporting of the activity involving the sale of the units and to secure such other terms and conditions as he deems advisable, such agreement to be in a form satisfactory to the City Solicitor and to be entered into prior to the completion of the Agreements of Purchase and Sale referred to in Recommendation 4 to the report from the Director, Community Planning, Toronto and East York District (dated April 20, 2011) headed "210 Simcoe Street – Rezoning Application – Final Report".
4. City Council authorize and direct the Executive Director, Economic Development and Culture Division to enter into an agreement to govern the ownership of the OCADU Units, to secure the terms of sale of the OCADU Units, to ensure the intended arts affiliated use of the units, to require annual reporting on the use or lease of the OCADU Units, and to secure such other terms and conditions as she deems advisable, such agreement to be in a form satisfactory to the City Solicitor and to be entered into prior to the completion of the Agreements of Purchase and Sale referred to in Recommendation 4 to the report from the Director, Community Planning, Toronto and East York District (dated April 20, 2011) headed "210 Simcoe Street – Rezoning Application – Final Report".

5. City Council authorize the Chief Planner and Executive Director of City Planning Division to execute, in his sole discretion, consents pursuant to the restriction to be registered on title to the Artscape units and the OCADU units under Section 118 of the *Land Title Act*.

Attachment 2: Site Plan



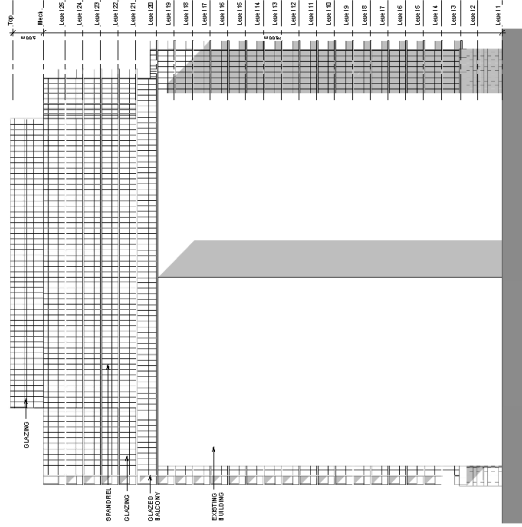
210 Simcoe Street

Site Plan
 Applicant's Submitted Drawing

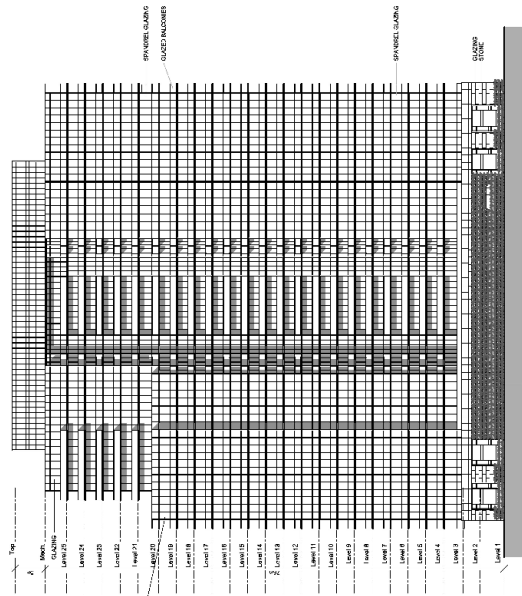
Not to Scale
 04/21/2011

File # 07 251456 0Z

Attachment 3: Elevation (North and South)



North



South

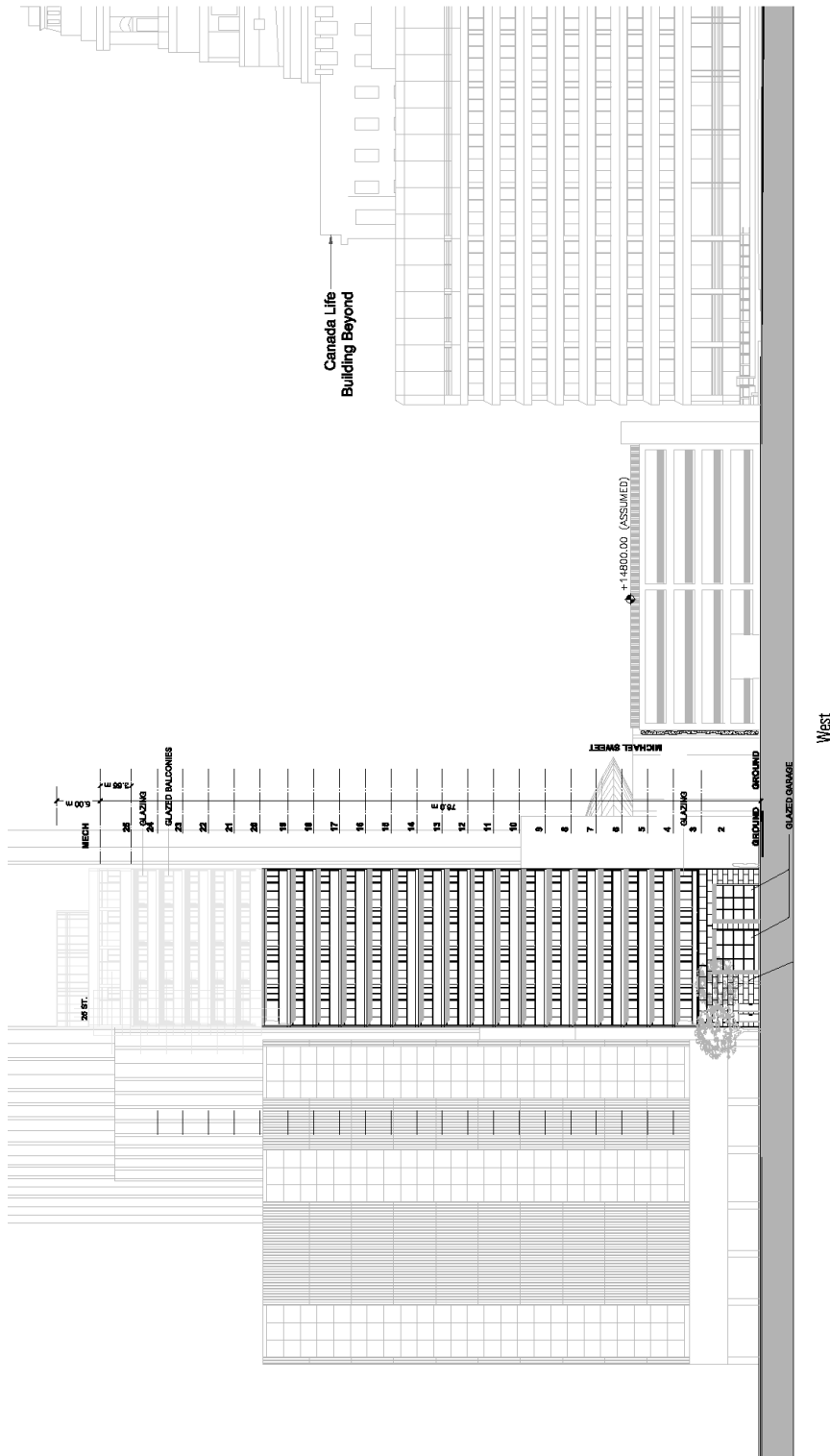
210 Simcoe Street

File # 07 251456 0Z

Elevations
 Applicant's Submitted Drawing

Not to Scale
 04/21/2011

Attachment 4: Elevation (St. Patrick Street)



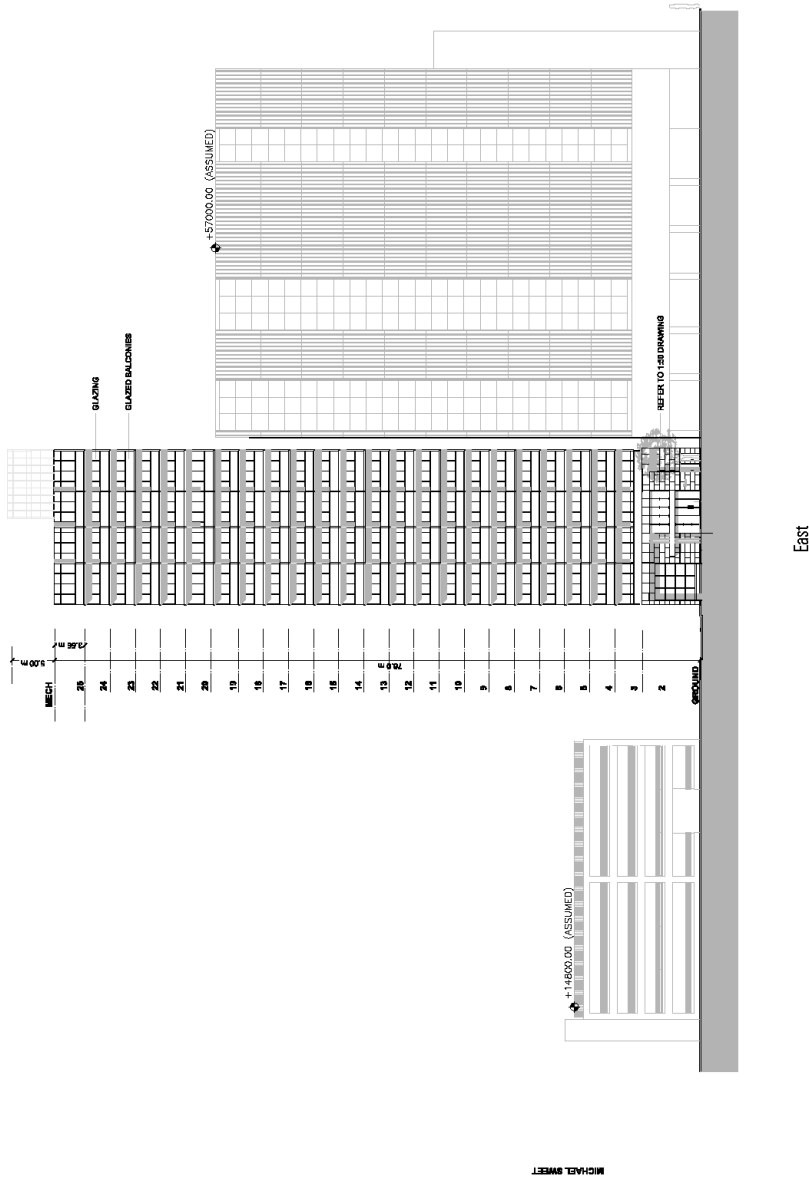
210 Simcoe Street

Elevations
 Applicant's Submitted Drawing

Not to Scale
 04/21/2011

File # 07 251456 0Z

Attachment 5: Elevation (Simcoe Street)



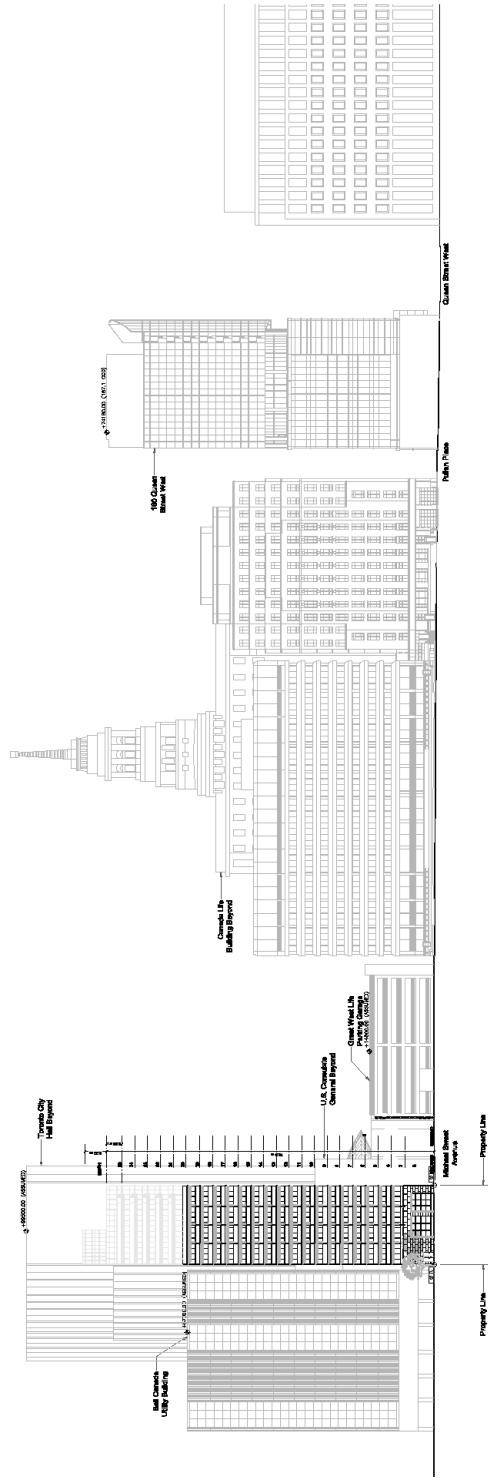
210 Simcoe Street

Elevatrions
Applicant's Submitted Drawing

Not to Scale
 04/21/2011

File # 07 251456 0Z

Attachment 6: Context Elevation



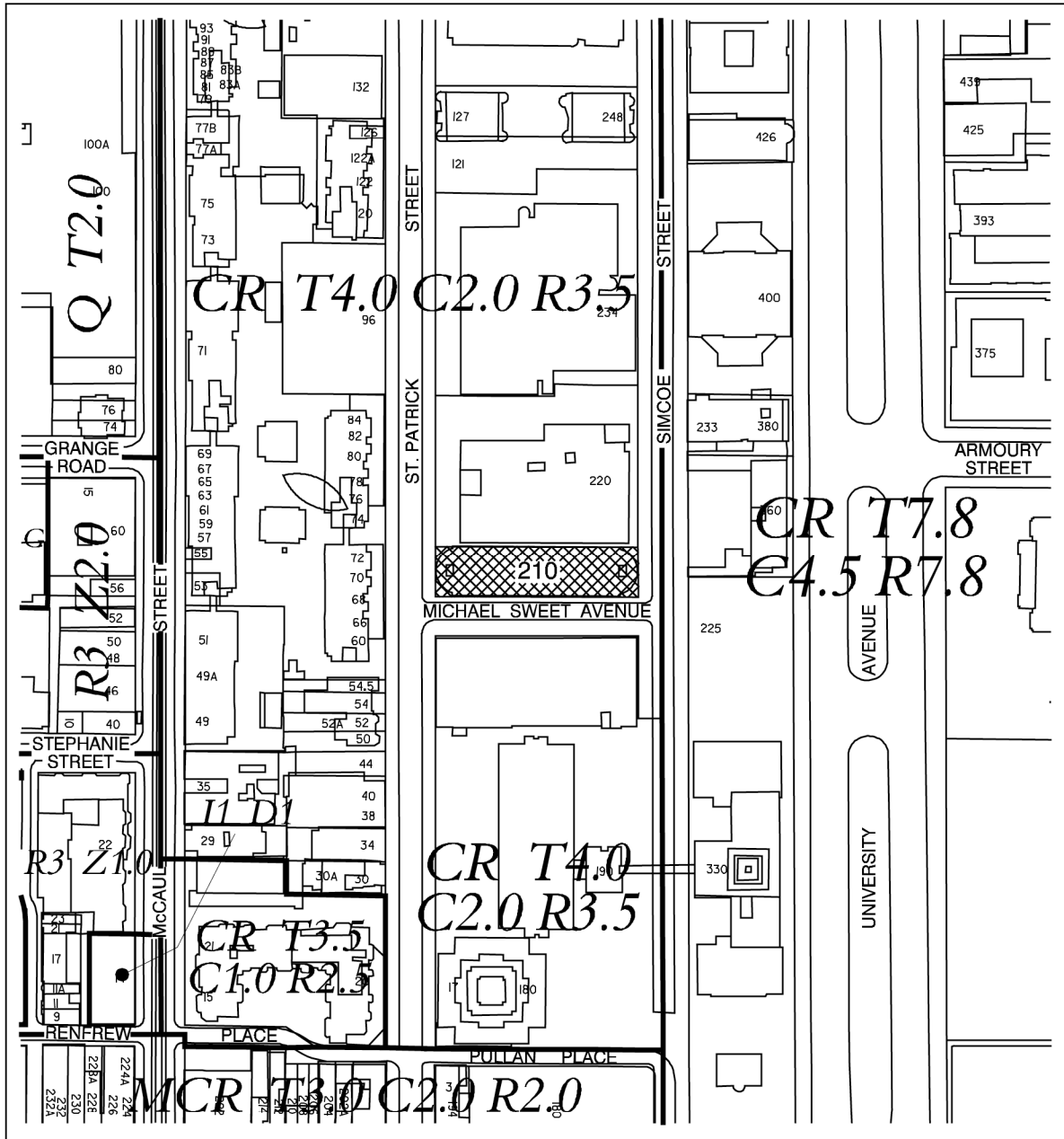
210 Simcoe Street

Context Elevation
 Applicant's Submitted Drawing

Not to Scale
 04/21/2011

File # 07 251456 0Z

Attachment 7: Zoning (By-law 438-86)

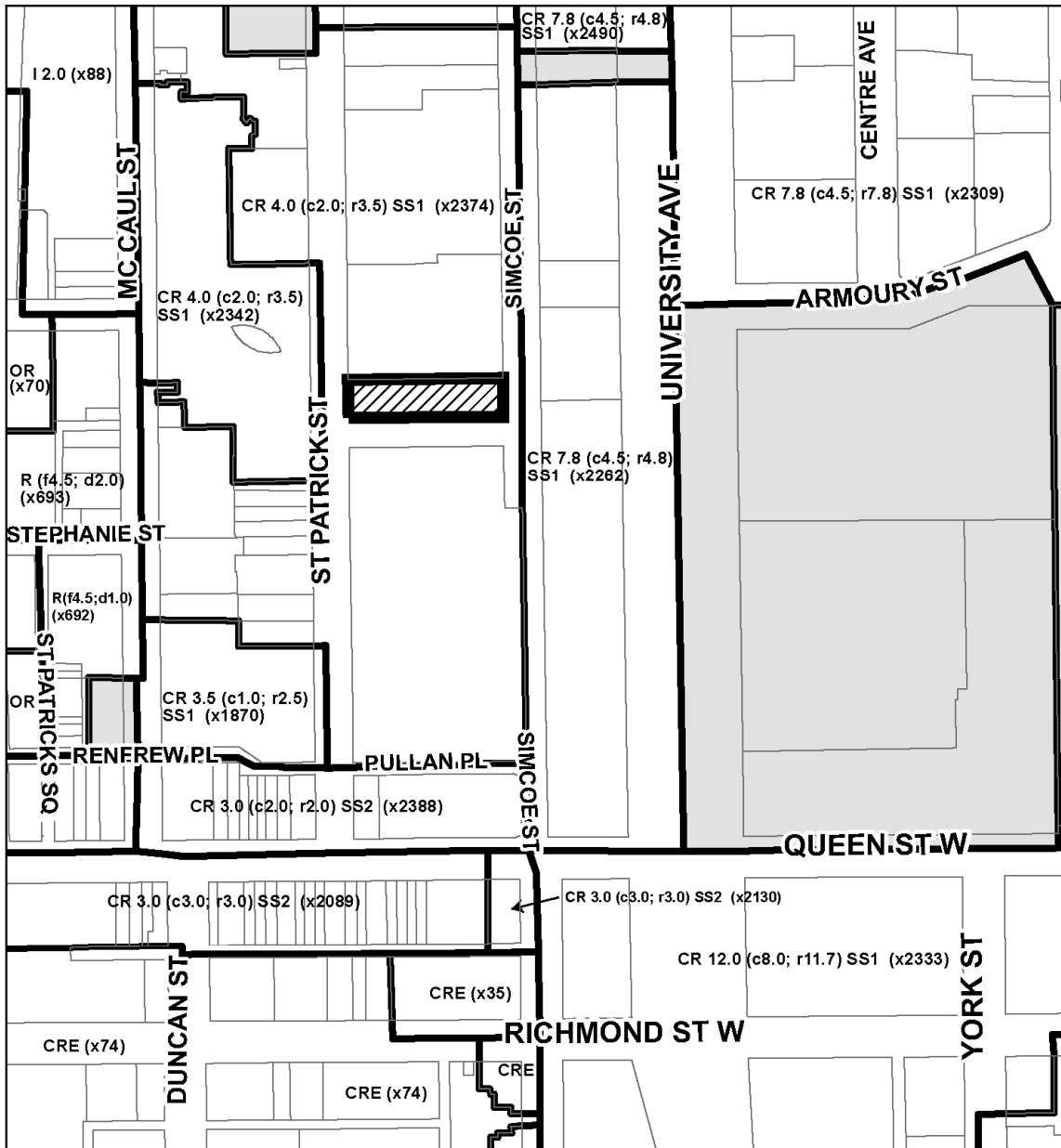


210 Simcoe Street
File # 08_150716

- R3 Residential District
- CR Mixed-Use District
- MCR Mixed-Use District
- Q Mixed-Use District
- I1 Industrial District
- G Parks District

Not to Scale
Zoning By-law 438-86 as amended
Extracted 07/07/08 - TA

Attachment 8: Zoning (By-law 1156-2010)



Zoning City of Toronto By-law 1156-2010

210 Simcoe Street

File # 08 150716 0Z

- Subject Site
- Not Part of Zoning By-law 1156-2010
- R Residential Zone
- CR Commercial Residential Zone
- CRE Commercial Residential Employment Zone
- OR Open Space - Recreation Zone
- I Institutional Zone



Not to Scale

04/18/2011

Attachment 9: Application Data Sheet

Application Type	Rezoning	Application Number:	08 150716 STE 20 OZ
Details	Rezoning, Standard	Application Date:	April 23, 2008
Municipal Address:	210 SIMCOE ST		
Location Description:	PL 1 49 55 LT10 **GRID S2011		
Project Description:	Rezoning application l application to construct a new 25 storey residential building containing 298 residential units with 3 levels below grade parking – 95 vehicular parking spaces and 218 bicycle parking spaces		

Applicant:	Agent:	Architect:	Owner:
DIAMONDCORP		PAGE & STEELE IBI GROUP ARCHITECTS	210 SIMCOE HOLDINGS INC

PLANNING CONTROLS

Official Plan Designation:	Mixed Use Areas	Site Specific Provision:	
Zoning:	CR T4.0 C2.0 R3.5	Historical Status:	
Height Limit (m):	37	Site Plan Control Area:	Y

PROJECT INFORMATION

Site Area (sq. m):	1,361	Height:	Storeys:	25
Frontage (m):	18.25		Metres:	76
Depth (m):	74.06			
Total Ground Floor Area (sq. m):	0			Total
Total Residential GFA (sq. m):	22,100		Parking Spaces:	95
Total Non-Residential GFA (sq. m):	0		Loading Docks	1
Total GFA (sq. m):	22,100			
Lot Coverage Ratio (%):	0			
Floor Space Index:	16.30			

DWELLING UNITS

Tenure Type:	Condo
Rooms:	0
Bachelor:	0
1 Bedroom:	252
2 Bedroom:	46
3 + Bedroom:	0
Total Units:	298

FLOOR AREA BREAKDOWN (upon project completion)

	Above Grade	Below Grade
Residential GFA (sq. m):	22,100	0
Retail GFA (sq. m):	0	0
Office GFA (sq. m):	0	0
Industrial GFA (sq. m):	0	0
Institutional/Other GFA (sq. m):	0	0

CONTACT: PLANNER NAME: Jeffrey Cantos, Planner
TELEPHONE: 416-338-5740

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

Item - 2011.TE8.1

Tracking Status

- City Council adopted this item on July 12, 2011 without amendments.
- This item was considered by Toronto and East York Community Council on June 22, 2011 and was adopted with amendments. It will be considered by City Council on July 12, 2011.
- See also By-law 973-2011

City Council consideration on July 12, 2011

TE8.1 - Final Report - 210 Simcoe Street - Zoning Amendment Application

Decision Type: ACTION

Status: Adopted

Ward: 20 - Trinity-Spadina

City Council Decision

City Council on July 12, 13 and 14, 2011, adopted the following:

1. City Council authorize amendments to Zoning By-law 438-86 for the former City of Toronto, for the lands at 210 Simcoe Street substantially in accordance with the draft Zoning By-law Amendment, attached as revised Attachment 7 to the report dated April 20, 2011, from the Director, Community Planning, Toronto and East York District, with the following amendments to revised Attachment 7:
 - a. Adding to Subsection 5(2), the following new paragraphs (g), (h) and (i), to read:
 - "(g) the provision of a maximum of two units per floor, commencing on the fourth floor above grade, to be capable of being designed as three-bedroom units in compliance with the provisions of the Ontario Building Code. These dwelling units are to be shown on any marketing plans with knock-out panels having the potential to be constructed as three-bedroom units. Details of the construction of these units shall be included in an Agreement pursuant to Section 37 of the Planning Act;
 - (h) a provision that the condominium declaration shall provide that dwelling units on the fourth floor may be maintained and operated as live/work units;
 - (i) the requirement that the owner shall provide to the satisfaction of the Chief Planner and Executive Director, City Planning Division and Executive Director, Technical Services Division, in consultation with the Ward Councillor, a Construction Management Plan, prior to Site Plan Approval."
 - b. Deleting and replacing Subsection 6(4) with the following definition:
 - "(4) OCAD University shall mean OCAD University, or if it is not able to complete the transaction for any reason, such other similar, qualified arts organization."
2. City Council authorize the City Solicitor to make such stylistic and technical changes to the draft Zoning By-law Amendment as may be required.

3. Before introducing the necessary Bills to City Council for enactment, City Council require the owner to enter into an Agreement pursuant to Section 37 of the Planning Act, and satisfactory to the City Solicitor, to secure the following:
 - a. The conveyance of three units to the Ontario College of Art and Design University (OCADU) at no cost.
 - b. The conveyance of one unit to Toronto Artscape Inc. (Artscape) at no cost, other than the School Board and City Development Charges, associated with that unit.
 - c. The conveyance of four units to Artscape at \$240 per square foot, plus the School Board and City Development Charges associated with those units.
 - d. Agreements of Purchase and Sale with respect to all eight units in Recommendations 3.a., 3.b., and 3.c shall be entered into with OCADU and Artscape and/or the City prior to the issuance of the first above grade building permit for the development.
 - e. A provision allowing the Agreements of Purchase and Sale of all eight units in Recommendations 3.a., 3.b., and 3.c. to be assignable.
 - f. A warning clause in any Purchase and Sale Agreements with respect to the possible relocation of Michael Sweet Avenue to a location further south.
4. City Council authorize the City to be a party to the Agreements of Purchase and Sale contemplated to be entered into for the Artscape units and the OCADU units as a contingent transferee, in order to ensure the benefit of the units to be conveyed is secured for the intended purpose as set out in the report from the Director, Community Planning, Toronto and East York District (dated April 20, 2011), headed "210 Simcoe Street - Rezoning Application - Final Report", in the event either of the organizations is not able to complete the transactions, by either assigning its interest in the Agreements of Purchase and Sale or by selling the units in the open market at fair market value with the proceeds to go towards affordable housing in Ward 20.
5. City Council authorize and direct the appropriate City Officials to take the necessary action to give effect to the foregoing, including the specific actions set out in "Council Authorities to Implement Matters Pursuant to the Section 37 Agreement" as Attachment 1 to the report from the Director, Community Planning, Toronto and East York District (dated April 20, 2011), headed "210 Simcoe Street - Rezoning Application - Final Report".
6. Before introducing the necessary Bills to City Council for enactment, City Council require the owner to submit to the City's Executive Director of Technical Services a revised Functional Servicing Report to address the matters detailed in the letter dated April 14, 2011, from the Manager, Technical Services, to the satisfaction of the Executive Director of Technical Services.
7. City Council request the General Manager, Transportation Services to report back on the steps necessary to designate Michael Sweet Avenue as a local road in the official plan at its current location, and to consult with the Chief Planner and Executive Director, City Planning on any actions necessary to achieve this.

Statutory - Planning Act, RSO 1990

Background Information (Community Council)

(April 20, 2011) Report from the Director, Community Planning, Toronto and East York District - Final Report - 210 Simcoe Street - Zoning Amendment Application

<https://www.toronto.ca/legdocs/mmis/2011/te/bgrd/backgroundfile-38416.pdf>

Revised Attachment 7 to the Report dated April 20, 2011 from the Director, Community Planning, Toronto and East York District - Draft By-law - 210 Simcoe Street

<https://www.toronto.ca/legdocs/mmis/2011/te/bgrd/backgroundfile-38417.pdf>

Communications (Community Council)

(May 20, 2011) E-mail from May Luong, Borden Ladner Gervais (TE.Main.TE8.1.1)
 (May 22, 2011) E-mail from Ceta Ramkhalawansingh (TE.Main.TE8.1.2)
 (May 24, 2011) E-mail from Fred Sztabinski (TE.Main.TE8.1.3)
 (May 21, 2011) E-mail from Patricia Li (TE.Main.TE8.1.4)
 (May 24, 2011) E-mail from Max Allen, Grange Community Association and Grangetown Condominium Corp. MTCC#1318 (TE.Main.TE8.1.5)
 (June 20, 2011) E-mail from Ceta Ramkhalawansingh, Honorary President, Grange Community Association (TE.Supp.TE8.1.6)

Motions (City Council)

Motion to Adopt Item (Carried)

Vote (Adopt Item)

Jul-13-2011 9:43 AM

Result: Carried	Majority Required - TE8.1 - Adopt the item
Yes: 35	Ana Bailão, Michelle Berardinetti, Shelley Carroll, Raymond Cho, Josh Colle, Gary Crawford, Vincent Crisanti, Janet Davis, Glenn De Baeremaeker, Mike Del Grande, Frank Di Giorgio, Sarah Doucette, Rob Ford, Mary Fragedakis, Mark Grimes, Doug Holyday, Norman Kelly, Mike Layton, Gloria Lindsay Luby, Giorgio Mammoliti, Josh Matlow, Pam McConnell, Mary-Margaret McMahon, Joe Mihevc, Denzil Minnan-Wong, Ron Moeser, Frances Nunziata (Chair), Cesar Palacio, John Parker, James Pasternak, Gord Perks, Jaye Robinson, David Shiner, Michael Thompson, Adam Vaughan
No: 0	
Absent: 10	Paul Ainslie, Maria Augimeri, John Filion, Paula Fletcher, Doug Ford, Chin Lee, Peter Milczyn, Anthony Perruzza, Karen Stintz, Kristyn Wong-Tam

Toronto and East York Community Council consideration on June 22, 2011

Source: Toronto City Clerk at www.toronto.ca/council

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REGISTRY
OFFICE #66

76430-0097 (LT)

PAGE 1 OF 2
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:29:57

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 7, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2012/01/18.

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE CONDOMINIUM FROM 21207-0192
LT ABSOLUTE PLUS

PIN CREATION DATE:
2015/03/09

OWNERS' NAMES **CAPACITY** **SHARE**
TORONTO ARTSCAPE INC.

This is Exhibit "C" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
63BA1093	1977/10/12	PLAN BOUNDRIES ACT				C
		REMARKS: CT258877				
AT2760061	2011/07/21	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
		REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD				
AT3018607	2012/05/16	TRANSFER EASEMENT	\$2	210 SIMCOE HOLDINGS INC.	ROGERS COMMUNICATIONS INC.	C
AT3125178	2012/09/11	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
		REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD.				
TCP2430	2015/02/24	STANDARD CONDO PLN				C
AT3816544	2015/02/24	CONDO DECLARATION		210 SIMCOE HOLDINGS INC.		C
AT3829291	2015/03/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
		REMARKS: BY-LAW NO. 1				
AT3922485	2015/06/23	RESTRICTION-LAND		210 SIMCOE HOLDINGS INC.		C
		REMARKS: NO TRANSFER OR CHARGE WITHOUT THE CONSENT OF THE CITY OF TORONTO				
AT3935003	2015/07/03	TRANSFER	\$176,668	210 SIMCOE HOLDINGS INC.	TORONTO ARTSCAPE INC.	C
AT5763629	2021/06/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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 OFFICE #66

76430-0097 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6487307	2023/12/28	CONDO LIEN/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
<i>REMARKS: APPOINTMENTS MSI SPERGEL INC. AS RECEIVER</i>						

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OFFICE #66

76430-0065 (LT)

PAGE 1 OF 2
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:30:46

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 65, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2012/01/18.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM 21207-0192

PIN CREATION DATE:
2015/03/09

OWNERS' NAMES TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
63BA1093	1977/10/12	PLAN BOUNDRIES ACT				C
REMARKS: CT258877						
AT2760061	2011/07/21	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT3018607	2012/05/16	TRANSFER EASEMENT	\$2	210 SIMCOE HOLDINGS INC.	ROGERS COMMUNICATIONS INC.	C
AT3125178	2012/09/11	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD.						
TCP2430	2015/02/24	STANDARD CONDO PLN				C
AT3816544	2015/02/24	CONDO DECLARATION		210 SIMCOE HOLDINGS INC.		C
AT3829291	2015/03/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
REMARKS: BY-LAW NO. 1						
AT3922485	2015/06/23	RESTRICTION-LAND		210 SIMCOE HOLDINGS INC.		C
REMARKS: NO TRANSFER OR CHARGE WITHOUT THE CONSENT OF THE CITY OF TORONTO						
AT3935003	2015/07/03	TRANSFER	\$176,668	210 SIMCOE HOLDINGS INC.	TORONTO ARTSCAPE INC.	C
AT5763629	2021/06/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C

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76430-0065 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6487307	2023/12/28	CONDO LIEN/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
<i>REMARKS: APPOINTMENTS MSI SPERGEL INC. AS RECEIVER</i>						

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PAGE 1 OF 2
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:29:10

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 51, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2012/01/18.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS
RECENTLY: CONDOMINIUM FROM 21207-0192

PIN CREATION DATE:
2015/03/09

OWNERS' NAMES TORONTO ARTSCAPE INC.
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
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NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
63BA1093	1977/10/12	PLAN BOUNDRIES ACT				C
REMARKS: CT258877						
AT2760061	2011/07/21	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT3018607	2012/05/16	TRANSFER EASEMENT	\$2	210 SIMCOE HOLDINGS INC.	ROGERS COMMUNICATIONS INC.	C
AT3125178	2012/09/11	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD.						
TCP2430	2015/02/24	STANDARD CONDO PLN				C
AT3816544	2015/02/24	CONDO DECLARATION		210 SIMCOE HOLDINGS INC.		C
AT3829291	2015/03/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
REMARKS: BY-LAW NO. 1						
AT3922485	2015/06/23	RESTRICTION-LAND		210 SIMCOE HOLDINGS INC.		C
REMARKS: NO TRANSFER OR CHARGE WITHOUT THE CONSENT OF THE CITY OF TORONTO						
AT3934762	2015/07/02	TRANSFER	\$2	210 SIMCOE HOLDINGS INC.	TORONTO ARTSCAPE INC.	C
AT5763629	2021/06/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6487307	2023/12/28	CONDO LIEN/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
REMARKS: APPOINTS MSI SPERGEL INC. AS RECEIVER						

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76430-0094 (LT)

PAGE 1 OF 2
PREPARED FOR cdsmith1
ON 2024/04/19 AT 14:27:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2012/01/18.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM 21207-0192

PIN CREATION DATE:
2015/03/09

OWNERS' NAMES TORONTO ARTSCAPE INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
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NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
63BA1093	1977/10/12	PLAN BOUNDRIES ACT				C
REMARKS: CT258877						
AT2760061	2011/07/21	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT3018607	2012/05/16	TRANSFER EASEMENT	\$2	210 SIMCOE HOLDINGS INC.	ROGERS COMMUNICATIONS INC.	C
AT3125178	2012/09/11	NOTICE	\$2	CITY OF TORONTO	210 SIMCOE HOLDINGS INC.	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD.						
TCP2430	2015/02/24	STANDARD CONDO PLN				C
AT3816544	2015/02/24	CONDO DECLARATION		210 SIMCOE HOLDINGS INC.		C
AT3829291	2015/03/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
REMARKS: BY-LAW NO. 1						
AT3922485	2015/06/23	RESTRICTION-LAND		210 SIMCOE HOLDINGS INC.		C
REMARKS: NO TRANSFER OR CHARGE WITHOUT THE CONSENT OF THE CITY OF TORONTO						
AT3934762	2015/07/02	TRANSFER	\$2	210 SIMCOE HOLDINGS INC.	TORONTO ARTSCAPE INC.	C
AT5763629	2021/06/10	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #66

76430-0094 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6487307	2023/12/28	CONDO LIEN/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2430		C
AT6496748	2024/01/16	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C
<i>REMARKS: APPOINTMENTS MSI SPERGEL INC. AS RECEIVER</i>						

This is Exhibit "D" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

Received as AT2760061 on 2011 07 21 at 12:02

LRO # 80 Notice

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 21207 - 0122 LT
Description LT 10 E/S DUMMER ST, 10 W/S WILLIAM ST PL 1-49-55 TORONTO; CITY OF TORONTO
Address 210 SIMCOE ST
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

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

This document is being authorized by a municipal corporation BRIAN W. HALEY, Solicitor for the CITY OF TORONTO.

Party To(s) **Capacity** **Share**

Name 210 SIMCOE HOLDINGS INC. Registered Owner
Address for Service 22 St. Clair Avenue East
Suite 1010
Toronto, ON M4T 2S3

I, STEPHAN DIAMOND, 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

Schedule: See Schedules

Signed By

Patricia Manuela Wharton 55 John St., 26th Floor acting for Signed 2011 07 21
Toronto Applicant(s)
M5V 3C6
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 2011 07 21
Toronto
M5V 3C6
Tel 4163928047
Fax 4163975624

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Applicant Client File Number : 6400 700 4591 2009

THIS AGREEMENT made as of this 12th day of July, 2011

B E T W E E N :

210 SIMCOE HOLDINGS 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 described as 210 Simcoe Street, Toronto, and legally described in Schedule "A" hereto (the "Site");
- b) The Owner proposes to develop the Site with a 25 storey residential building, containing approximately 298 residential units, with a mix of one and two bedroom units (the "Development");
- c) The Owner has applied to amend the Zoning By-law with respect to the Site, including an amendment to permit an increase in the height and density of the Development beyond what is permitted by the Zoning By-law;
- d) As part of such application, the Owner has requested that the City consider the use of the City's powers under Subsection 37(1) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "*Planning Act*"), whereby City Council may, in a by-law passed under Section 34 of the *Planning Act*, authorize increases in the density and height of development not otherwise permitted by the applicable zoning, in return for the provision of such facilities, services and matters as the City may desire and specify in such by-law;
- e) City Council has agreed to use the City's powers under Subsection 37(1) of the *Planning Act*;
- f) The Owner has elected to provide the facilities, services and matters required by the City in return for certain authorized increases in height and density as set forth in the draft Zoning By-law Amendments as attached as Schedule "B" hereto;
- g) This Agreement has been entered into by the Parties pursuant to Section 37(3) of the *Planning Act*, subject to compliance with the provisions of Section 37(2) of the *Planning Act*;

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. SCHEDULES

1.1 The following schedules form part of this agreement:

Schedule "A" – Legal Description of the Site

Schedule "B" – Zoning By-law Amendment to By-law 438-86

2. DEFINITIONS

2.1 For the purposes of this Agreement, the term:

2.1.1 "**Amending By-law**" means the site specific Zoning By-law Amendments substantially in the form attached as Schedule "B", subject to the terms of this Agreement;

2.1.2 "**Application to Court**" has the meaning set forth in Section 7.3.1;

2.1.3 "**Artscape**" means Toronto Artscape Inc., a non-profit corporation controlled by it, its permitted assignees or such other similar, qualified arts organization;

2.1.4 "**Building Permit**" means a permit issued by the City's Chief Building Official pursuant to Section 8 of the *Building Code Act* to construct the Development or a portion thereof, but does not mean a permit issued by the City's Chief Building Official for demolition, excavation, or shoring on the Site;

2.1.5 "**Building Code Act, 1992**" means the *Building Code Act, 1992*, S.O. 1992, c.23, as amended, re-enacted or substituted from time to time;

2.1.6 "**Chief Planner**" means the City's Chief Planner and Executive Director, City Planning Division;

2.1.7 "**Date of Final Approval of the Amending By-law**" has the meaning set forth in Section 7.2.2;

2.1.8 "**Development Charges Act**" means the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended, re-enacted or substituted from time to time;

- 2.1.9 **“Development Charges”** means those charges under the City’s Development Charges By-law, being By-law No. 275-2009, as amended, re-enacted or substituted from time to time;
- 2.1.10 **Education Development Charges”** means those charges as may be payable under a by-law enacted pursuant to the *Education Act*, R.S.O. 1990, c.E.2, as amended, re-enacted or substituted from time to time;
- 2.1.11 **“Final Confirmation Date”** has the meaning set forth in Section 7.2.1;
- 2.1.12 **“Final Disposition”** has the meaning set forth in Section 7.3.2;
- 2.1.13 **“OCADU”** means OCAD University or a corporation controlled by it, or if it is not able to complete the transaction for any reason, such other similar, qualified arts organization;
- 2.1.14 **“Parties”** means the Owner and the City;
- 2.1.15 **“Zoning By-law”** means the former City of Toronto Zoning By-law 438-86, as amended; and
- 2.1.16 **“Zoning By-law Amendments”** means the Zoning By-law Amendments substantially in the form and having the content attached hereto as Schedule “B”.

3. CONFIRMATION OF RECITALS

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

4. COMMUNITY BENEFITS AND OTHER SECURED MATTERS

Artscape

- 4.1 Prior to the issuance of the first above grade building permit for the Development, the Owner shall enter into Agreements of Purchase and Sale with Artscape and/or the City for the conveyance of each of 5 dwelling units (together with 5 lockers) in the Development (the "Artscape Units") within 45 days of the Owner, acting reasonably, providing both Artscape and the City with a copy of its standard form of agreement of purchase and sale modified to incorporate the following and other such modifications as the parties may agree to, failing which the Owner's obligations under this section 4.1 are terminated:

- 4.1.1 Four (4) of the Artscape Units shall be conveyed at the cost of \$240.00 per square foot (excluding the square footage of the locker), plus an amount equal to the Development Charges and the Education Development Charges, if applicable, to the Artscape Units and any common expense fees, including prepaid contributions to the reserve fund and realty taxes that may be payable with respect to the Artscape Units, either on interim occupancy or final closing. There shall be no other costs, levies (park or otherwise), fees, charges or adjustments on closing payable by Artscape. Artscape acknowledges that it is responsible for registration costs, including payment of any applicable land transfer tax and applicable sales taxes on any chattels being acquired.
- 4.1.2 One (1) of the Artscape Units shall be conveyed at no cost, other than an amount equal to the Development Charges and the Education Development Charges if applicable to the Artscape Units and, any common expense fees, including prepaid contributions to the reserve fund and realty taxes that may be payable with respect to the Artscape Units either on interim occupancy or final closing. There shall be no other costs, levies (park or otherwise), fees, charges or adjustments on closing payable by Artscape. Artscape acknowledges that it is responsible for registration costs, including payment of any applicable land transfer tax and applicable sales taxes on any chattels being acquired.
- 4.1.3 The Owner and the City acknowledge and agree that the Artscape Units may be:
- (a) assigned to artists, deemed qualified by Artscape under its affordable homes programs for less than market value; and
 - (b) marketed for purchase by qualified artists at the same time and at other preceding times (if required) as the marketing is being conducted for the Owner's units and access to any showroom or model suite the Owner is utilizing in the Development during regular hours of operation for the purpose of such marketing shall be permitted;
- 4.1.4 The Owner agrees to provide copies of the condominium information package, declaration and ancillary condominium documents, for distribution to prospective purchasers of the Artscape Units as soon as each is available.
- 4.1.5 The Owner and the City agree that during the interim occupancy period, the Artscape Units may be leased to qualified artists.
- 4.1.6 The Owner and the City agree that there will be no restrictions in the Condominium Declaration or the ancillary condominium documents, preventing the use of the Artscape Units as live/work units.

- 4.1.7 In the event the City becomes the sole purchaser to complete the one or more of the agreements of purchase and sale for the Artscape Units, it may assign one or more of the agreements to a non-profit arts based housing corporation, or failing that, the City shall be entitled to sell one or more of the Artscape Units in the open market at fair market value, free of any restrictions relating to the assignment.
- 4.1.8 The Artscape Units shall be conveyed pursuant to the agreements of purchase and sale forthwith upon the registration of the Development as a condominium pursuant to the *Condominium Act*.
- 4.1.9 The Artscape Units shall be located on the third floor of the Development, shall each contain a minimum of 640 square feet of usable space, and will be conveyed with a locker, in the Development, in a location determined at the discretion of Owner. The Artscape Units shall be finished to the base finishing standard, without upgrades, but together with fixtures and refrigerator/freezer, stove/oven, dishwasher and washer, dryer, as would be provided to the other unit purchasers, unless agreed otherwise in writing with Artscape. It is the intention of the Owner to include operable windows in each Artscape Unit.
- 4.1.10 Each of the Artscape Units shall be a unit within the meaning of the *Condominium Act* and all of the owners and occupiers of the Artscape Units shall have the right to use the same means of access to the Artscape Units as the other owners and occupiers of the Development and have the same rights and services as other owners and occupiers of the Development and there shall be no restriction on use of the common elements by the owners and occupiers of the Artscape Units other than restrictions that are generally imposed on all owners of the units in the condominium, all as more particularly contained, in the Declaration, by-laws and rules of the Development.
- 4.1.11 No deposits shall be payable.
- 4.1.12 The Artscape Units will be conveyed free and clear of encumbrances save for permitted encumbrances as defined in the Owner's standard form of agreement of purchase and sale. Notwithstanding the forgoing, permitted encumbrances shall not include: (i) charges, mortgages and security interests; and (ii) liens under the *Construction Lien Act* and/or securing amounts owing to governmental authorities which are registered against title to the Site.

If any charges or mortgages are not discharged on or before the time of conveyance the Owner's solicitor shall provide an undertaking to discharge same as soon as is reasonably possible after closing.

OCAD University

4.2 Prior to the issuance of the first above grade building permit for the Development, the Owner shall enter into an Agreement of Purchase and Sale with OCADU and/or the City (the "OCADU APS") for the conveyance of three (3) dwelling units in the Development, including a housekeeping closet, (the "OCADU Units") within 45 days of the Owner, acting reasonably, providing both OCADU and the City with a copy of its standard form of agreement of purchase and sale modified to incorporate the following and such other modifications as the parties agree (the "Draft OCADU APS") failing which the Owner's obligations under this Section 4.2 are terminated:

4.2.1 The OCADU Units and lockers described below shall be conveyed at no cost. OCADU shall not be responsible for any Development Charges or Education Development Charges or parks levies, nor any other costs, fees, levies and charges. The only adjustments in favour of the Owner shall be for any common expense fees, including prepaid contributions to the reserve fund, and for realty taxes applicable to the OCADU Units. OCADU acknowledges that it is responsible for transfer registration costs, including payment of any applicable land transfer tax and applicable sales taxes on any chattels being acquired.

4.2.2 The OCADU Units shall be conveyed pursuant to the OCADU APS forthwith upon the registration of the Development as a condominium pursuant to the *Condominium Act* and all of the owners and occupiers of the OCADU Units shall have the right to use the same means of access to the OCADU Units as the other owners and occupiers of the Development and shall have the same rights and services as other owners and/or occupiers of the Development and there shall be no restriction on use of the common elements by the owners and occupiers of the OCADU Units other than the restrictions that are generally imposed on all owners of the units in the condominium, all as more particularly contained in the Declaration, by-laws and rules of the Development.

4.2.3 The OCADU Units shall be located adjacent to each other on the third floor of the Development, shall each contain a minimum of 640 square feet of usable space and one of which shall have, as part of the unit, an attached housekeeping room containing a minimum of 45 square feet, with a separate door into the hallway. The OCADU Units shall each be finished to the base finishing standard, without upgrades, but together with refrigerator and freezer combination, stove/oven,

dishwasher, and washer and dryer. The housekeeping room shall contain a washer and dryer and a large sink.

4.2.4 The Owner will also convey to OCADU three (3) lockers in the Development at no cost, in a location to be determined by the Owner.

4.2.5 Each of the OCADU Units shall be a unit within the meaning of the *Condominium Act*.

4.2.6 The OCADU Units will be conveyed free and clear of encumbrances save for permitted encumbrances as defined in the Owner's standard form of agreement of purchase and sale. Notwithstanding the foregoing, permitted encumbrances shall not include: (i) charges, mortgages and security interests; or (ii) liens under the *Construction Lien Act* and/or securing amounts owing to governmental authorities which are registered against title to Development. If any charges or mortgages are not discharged on or before the time of conveyance the Owner's solicitor shall provide an undertaking to discharge same as soon as is reasonably possible after closing.

4.2.7 The Owner and the City acknowledge and agree that OCADU may retain ownership in one or more of the OCADU Units.

4.2.8 The Owner agrees to provide OCADU with copies of the condominium information package, declaration and ancillary condominium documents as soon as each is available.

4.2.9 OCADU can let others use the OCADU Units on a short or long term basis, whether by lease or otherwise, without notice to or consent of the Owner or the Condominium Corporation, including during the interim occupancy period.

4.2.10 No deposits shall be payable.

4.2.11 The OCADU Units shall all front on St. Patrick Street and it is the intention of the Owner that each OCADU Unit will have operable windows.

Section 118 Restriction

4.3 Upon the request of the City, forthwith upon the registration of the Development as a condominium pursuant to the *Condominium Act* and prior to the conveyance of any units, the Owner shall register, to the satisfaction to the City Solicitor, a restriction against title to the Artscape Units and/or the OCADU Units pursuant to Section 118 of the *Lands Titles Act*, to restrict the transferring and/or charging of the Artscape Units and

the OCADU Units, other than as may be consented to in writing by the Chief Planner and Executive Director of Community Planning, or their designates, in order to preserve the intended long term use of the Artscape Units and the OCADU Units, or to allow the City's sale of the Artscape Units in the open market at fair market value, or, if the City becomes the owner of the OCADU Units because OCADU is not able to complete the agreements of purchase and sale, to allow the City's sale of the OCADU Units in the open market at fair market value.

Sale of OCADU Units and Artscape Units

- 4.4 In the event the City sells and/or assigns any of the Artscape Units in the open market at fair market value, the proceeds of the sale(s) shall go towards the provision of affordable housing in Ward 20. If the City is the owner of the OCADU Units because OCADU is not able to complete the agreement of purchase and sale for the OCADU Units and elects to sell same in the open market at fair market value, the proceeds of the sale(s) shall go towards the provision of affordable housing in Ward 20.

Michael Sweet Avenue – Warning Clause.

- 4.5 The Owner shall inserted the following clause into any City development agreement as well as any transfer agreement, sale agreement, lease agreement, occupancy agreement, or similar agreement that the Owner enters into that has the effect of transferring an interest in relation to the whole or any part of the Site:

"Warning: A 0.30 metre wide strip of land directly to the south of the property municipally known in 2011 as 210 Simcoe Street, and along the north side of Michael Sweet Avenue. is owned by The Canada Life Assurance Company. That strip of land is legally described as Part 13 on Reference Plan 64R-15600. Consequently, there is no legal, direct access from the southern boundary of 210 Simcoe Street to Michael Sweet Avenue. The construction of Michael Sweet Avenue was part of a transaction involving the City of Toronto and The Canada Life Assurance Company that saw the partial closure of Simcoe Street to facilitate the redevelopment of the Canada Life campus. As part of the planned context of the Canada Life campus and the implementing planning documents, including a Section 37 Agreement, Michael Sweet Avenue may, upon application to Toronto City Council, be eventually relocated further to the south to permit the build out of subsequent phases of the Canada Life redevelopment. Consequently, Michael Sweet Avenue may be closed, conveyed to Canada Life, and a building constructed on the closed road allowance."

Three Bedroom Units

- 4.6 The Owner shall provide the opportunity for a maximum of two 3-bedroom units to be constructed on each floor of the Development, above the 3rd floor (i.e. commencing on the 4th floor), as follows:
- 4.6.1 Subject to section 4.6.2, the Owner shall include in its marketing plans for the Development units which are capable of being designed as 3-bedroom units in compliance with the provisions of the Ontario Building Code Act, 1992, through the depiction of knock out panels on units which otherwise have fewer bedrooms, to a maximum of two 3-bedroom units per floor, on the 4th floor and above:
- 4.6.2 Notwithstanding anything in this Agreement, no provision hereof shall obligate the Owner to sell, otherwise transfer, or construct any 3-bedroom units unless two 3-bedroom units on the floor immediately below said unit(s) have been sold.

Live/Work Units

- 4.7 The Owner shall include a provision in the condominium declaration for the Development that dwelling units on the fourth floor, as well as the Artscape Units, may be maintained and operated as live/work units.

Construction Management Plan

- 4.8 The Owner shall provide to the satisfaction of the Chief Planner and Executive Director, Technical Services Division, in consultation with the Ward Councillor, a Construction Management Plan, prior to Site Plan Approval of the Development.

5. DEVELOPMENT CHARGES , PARK LEVY AND CONTRIBUTIONS

- 5.1 The City and the Owner acknowledge and agree that the facilities, services and matters to be provided to the City pursuant to this Agreement do not:
- (a) constitute Development Charges nor do they qualify as a development charge credit under the Development Charges By-law No. 275-2009 or any successor by-law, or
- (b) constitute a parks levy payment pursuant to Section 42 of the *Planning Act*.
- 5.2 The Owner acknowledges and agrees that any payments or contributions made to the City pursuant to this Agreement are separate and distinct from any other payment the Owner may be liable for pursuant to the *Planning Act* or other applicable legislation, including

but not limited to the aforesaid Development Charges or park levy payments pursuant to Section 42 of the *Planning Act* and *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.

6. LEGAL AUTHORITY

- 6.1 The City represents and the Owner acknowledges that the City has the legal authority to adopt and pass the Zoning By-law Amendments substantially in the form attached as Schedule "B", and to enter into this Agreement with the Owner.
- 6.2 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 the Zoning By-law Amendments and to enter into this Agreement.

7. COMPLETION AND UNWINDING

- 7.1 Subject to subsection 7.4 hereof, this Agreement shall be effective, enure to the benefit of and be binding upon the Parties hereto, and their respective heirs, executors, administrators, successors and assigns on and after the date of this Agreement. On the Final Confirmation Date, the City and/or the Owner shall give notice in writing to the other Party that the Final Confirmation Date has occurred, and upon either Party hereto giving such notice, subsection 7.4 hereof shall have no further effect. In the event no such notice is given within 30 days after the Final Confirmation Date, subsection 7.4 shall have no further effect.

7.2 Final Confirmation Date and Date of Final Approval

7.2.1 The "**Final Confirmation Date**" for the purposes of this Agreement shall be the second (2nd) business day, other than a Saturday, following the later of:

- (a) the Date of Final Approval of the Amending By-law; and
- (b) such other date as may be agreed to by the Parties hereto, provided that the occurrence of the Final Confirmation Date in accordance with the foregoing shall be expressly conditional upon such Amending By-law being approved, in force, and/or in effect in accordance with this subsection on the Final Confirmation Date.

7.2.2 The "**Date of Final Approval of the Amending By-law**" for the purposes of this Agreement shall be the first day upon which all of the provisions of the Amending By-law have actually come into force and effect, with all applicable

appeal or rehearing periods having lapsed with no appeals nor rehearing requests to the Ontario Municipal Board, and/or Applications to Court having been launched with respect thereto or with any such appeals or rehearing requests to the Ontario Municipal Board and/or Applications to Court having been finally determined in favour of the Amending By-law, so that a Building Permit(s) would be issued by the Chief Building Official for the City, permitting the construction contemplated by the Amending By-law to the heights and densities as permitted thereunder, upon the Owner obtaining all requisite approvals, submitting the appropriate applications for a Building Permit(s), and paying the requisite application fees.

7.3 For the purposes of this Agreement, the term:

7.3.1 “**Application to Court**” means an application for leave to appeal, an appeal, an application for judicial review, an application to quash pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the “*Municipal Act*”), and includes an appeal(s) from a Decision or Order in respect of any of these which are made to a Court; and

7.3.2 “**Final Disposition**” means any of the following events:

- (a) the issuance of an Order of the Ontario Municipal Board finally disposing of the Amending By-law, which rejects the Amending By-law or certain parts thereof, or results in certain amendments to the Amending By-law;
- (b) the issuance of an Order of the Ontario Municipal Board which follows a rehearing by the Ontario Municipal Board finally disposing of the Amending By-law, which rejects the Amending By-law or certain parts thereof, or results in certain amendments to the Amending By-law;
- (c) the issuance of an Order of the Court which finally disposes of an Application to Court and rejects the Amending By-law or certain parts thereof, or results in certain amendments to the Amending By-law.

7.4 **Unwinding of this Agreement**

7.4.1 The date of unwinding of this Agreement, should such occur (hereinafter referred to as the “Unwinding Date”), shall be the earlier to occur of:

- (a) the date of Final Disposition of the Amending By-law if the Final Disposition rejects the Amending By-law; and

- (b) The date of expiry of the sixty (60) day period specified in a written notice of termination, which is given pursuant to subsections 7.4.4, 7.4.5 or 7.4.6 hereof (“Notice of Termination”).
- 7.4.2 At any time within thirty days (30) days from the date of the occurrence of a Final Disposition of the Amending By-law (which results in the Amending By-law coming into force or effect with modification(s) or amendment(s) thereto), then sixty (60) days written Notice of Termination may be given by either the City or the Owner to the other. Unless the City and the Owner otherwise agree, the Unwinding Date shall occur on the expiry of the sixty (60) day period specified in such Notice of Termination. If a Notice of Termination is not given in accordance with this subsection, the modification(s) or amendment(s) shall be deemed to be “Permitted Amendments” for the purposes of this Agreement.
- 7.4.3 If, as a result of being required to do so by the Final Disposition of the Amending By-law, Council passes, or adopts a modification(s) or amendment(s) to the Amending By-law which is not one of the Permitted Amendments pursuant to subsection 7.4.2 then, at any time within thirty (30) days from the date of the giving of notice of the passing or adoption of such amendment(s) or modification(s) by the City to the Owner, sixty (60) days written Notice of Termination may be given by either the City or the Owner to the other. After passing or adopting one of the aforesaid amendment(s) or modification(s), the City shall forthwith give notice thereof to the Owner. Unless the City and the Owner otherwise agree, the Unwinding Date shall occur on the expiry of the sixty (60) day period specified in such Notice of Termination. If a Notice of Termination is not given in accordance with this subsection, the modification(s) or amendment(s) shall be deemed to be one of the Permitted Amendments for the purposes of this Agreement.
- 7.4.4 If the Final Confirmation Date has not occurred on or before **December 31, 2013** then written Notice of Termination may be given by either the City or the Owner to the other. Unless on or prior to the expiry of sixty (60) days after the date on which such Notice of Termination was given to such other Party, either the Date of Final Approval of the Amending By-law occurs, or the City and the Owner hereto otherwise agree, the Unwinding Date shall occur on the expiry of such sixty (60) day period.
- 7.4.5 On or after the occurrence of the Unwinding Date, the Owner, at the Owner’s expense, may expunge registration of this Agreement by appropriate means according to the requirements of the registry system pertaining to the affected property and the City shall co-operate with all requests of the Owner, acting

reasonably, in such respect, including the execution of releases and quit claims in suitable form for registration.

7.4.6 Without fettering City Council in any way in the exercise of its discretionary powers, on or after the occurrence of the Unwinding Date, Council may repeal or amend the Amending By-law with the object of restoring the provisions of the Zoning By-laws applicable to the Site to the state they were in on the day immediately prior to the date of the passing of the Amending By-law. With respect to any repealing or Amending By-law(s) passed pursuant to this subsection either on or after the occurrence of the Unwinding Date, the Owner covenants and agrees that it will not object to the passing, approval, or coming into force and effect of such rescinding By-law(s).

7.4.7 On the occurrence of the Unwinding Date, the Chief Financial Officer and Treasurer of the City shall return any cash or letters of credit deposited by the Owner pursuant to this Agreement.

8. ENUREMENT

8.1 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.

8.2 Notwithstanding anything in this Agreement to the contrary, in the event the City acquires any part of the Site for any municipal purpose, including road widening, the City shall not be bound by this Agreement as an Owner.

9. REGISTRATION OF AGREEMENT

9.1 The Owner hereby consents, at its sole expense, to the registration of this Agreement against the title to the lands comprising the Site; provided however that in the event that this Agreement is terminated pursuant to the provisions of Section 7, then the City shall forthwith execute all requisite documents or assurances in order to discharge and delete the registration of this Agreement from the title to the lands comprising the Site.

10. TITLE/POSTPONEMENTS

10.1 The Owner hereby agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this Agreement shall have priority over any other interest, other than the fee simple interest and the permitted encumbrances, in the Site.

10.2 The Owner shall, at its sole expense, provide to the City prior to registration of this Agreement against the title to the Site hereof, a title opinion for the Agreement from the Owner's solicitors, addressed to the City, in a form satisfactory to the City Solicitor.

11. FURTHER ASSURANCES

11.1 The Parties covenant and agree that at all times and from time to time hereafter upon every reasonable written request to do so, 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.

12. NOTICES

12.1 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:

(a) To the Owner at:

210 Simcoe Holdings Inc.
22 St. Clair Avenue East, Suite 1010
Toronto, ON M4T 2S3

Attention: Mr. Stephan Diamond
Fax: 416-924-6353

(b) To the City at:

City Solicitor
55 John Street
26th Floor, Metro Hall
Toronto ON M5V 3C6
Fax: 416-397-4420

12.2 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.

12.3 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).

13. INDEMNITY

13.1 The Owner will well and truly save, defend and keep harmless and fully indemnify the City and each of its elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the City, its elected officials, officers, employees and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses

which may be sustained, incurred or paid by the City, its elected officials, officers, employees and agents, or any of them, by reason of, or on account of, or in consequence of the fulfilment by the Owner of its obligations under this Agreement including the default or breach by the Owner of its obligations under this Agreement or by reason of any negligence or wilful default of the Owner, its officers, employees, agents or persons acting under its direction in connection with the Owner's obligations hereunder. The Owner will pay to the City and to each such elected official, officer, employee or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the City or by any of its elected officials, officers, employees and agents in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the City or any of its elected officials, officers, employees or agents in settlement of or in discharge or on account thereof. The Owner releases the City and each of its elected officials, officers, employees and agents of, from and against all manner of actions, suits, claims, executions and demands which could be brought against or made upon the City, its elected officials, officers, employees and agents or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Owner by reason of, or on account of, or in consequence of the fulfilment of their respective obligations or exercise of their respective powers under this Agreement, provided, however, that such release shall not apply to any loss, costs, charges, damages, liens and expenses incurred by the Owner arising from the gross negligence and/or wilful misconduct of the City, its officers, employees, agents or persons for whom it is responsible in law. Any amounts owing to the City pursuant to the obligation of the Owner to indemnify the City pursuant to the terms of this Agreement may be collected by the City, in addition to any other remedies it may have, as taxes with all such amounts to be payable as directed by City Council pursuant to Section 264 of the *City of Toronto Act, 2006*, S.O. 2006, c.11, as amended from time to time.

- 13.2 The obligations of the Owner to indemnify and release the City under the provisions of this Agreement shall survive any termination or release in whole or in part of this Agreement, anything in this Agreement to the contrary notwithstanding.

14. SEVERABILITY

- 14.1 If any covenant or provision, except for Section 7, of this Agreement, including all or any part of this clause, 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.
- 14.2 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.

15. JURISDICTION TO ENTER INTO AGREEMENT

- 15.1 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.
- 15.2 Notwithstanding subsection 15.1, 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-law and the provisions of subsection 15.1 shall apply to such repeal.
- 15.3 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.

16. INTERPRETATION

- 16.1 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.
- 16.2 Reference to an official of the City in this Agreement is deemed to include a reference to the official of the City who performs the duties of the referenced official from time to time.

16.3 Whenever the provisions of this Agreement require an approval or consent of any official of the City, the approval or consent may alternatively be given by City Council or such other official as City Council may direct or is otherwise empowered to act.

16.4 This Agreement shall be construed with all changes in number and gender as may be required by the context.

17. FORCE MAJEURE

17.1 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.

17.2 Nothing in section 17.1 shall operate to excuse the Owner from the prompt payment of cash to the City in accordance with the terms of this Agreement.

18. GOVERNING LAW

18.1 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.

18.2 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.

19. APPLICABLE LAW

19.1 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.

20. SPECIFIC PERFORMANCE

20.1 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.

21. TAXES

21.1 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 41 of the *Planning Act* provided:

- (a) such indemnity shall be net of any rebate available to the City; and
- (b) 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.

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.

21.2 Upon the request of the Owner, the City agrees that it shall provide the relevant, if any, HST/GST registration number for a particular department or agency of the City.

22. FACILITIES, WORKS AND MATTERS

22.1 The Owner agrees that certain facilities, works, matters and payments 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. 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*, S.O. 2006, c.11, as amended.

23. TIME OF THE ESSENCE

23.1 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.

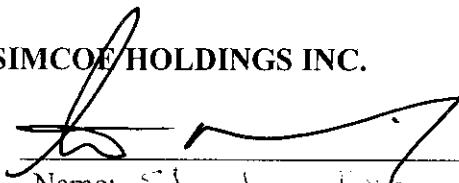
24. EFFECTIVE DATE

24.1 This Agreement shall be effective from and after the earlier of the signing of this Agreement by the City, or by their duly authorized delegates, and the Final Confirmation Date.

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 12th day of July, 2011.

210 SIMCOE HOLDINGS INC.

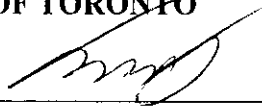
Per: 
Name: Stephen D'Amico
Title: President


I have authority to bind the corporation.

Per: _____
Name:
Title:

I have authority to bind the corporation.


CITY OF TORONTO

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

Per: 
Name: Cam Weldon
Title: Deputy City Manager and Chief
Financial Officer

We have authority to bind the corporation.

APPROVED AS TO FORM
For Anna Kinastowski
City Solicitor


Authorized by Item TE8.1 as adopted by City Council
at its meeting of July 12 and 13, 2011
Marilyn M. Toft
City Clerk

SCHEDULE "A"
LEGAL DESCRIPTION OF SITE

Municipal Address: 210 Simcoe Street, Toronto

Legal Description:

PIN No. 21207-0122 (LT)

Lot 10 E/S Dummer St., 10 W/S William St., Plan 1-49-55

Toronto, City of Toronto

SCHEDULE "B"
ZONING BY-LAW AMENDMENT TO BY-LAW 438-86

Authority: Toronto and East York Community Council Item TE8.1 as adopted by City of Toronto Council on July 12 and 13, 2011

Enacted by Council:

CITY OF TORONTO

Bill No.

BY-LAW No. ~ -2011

**To amend the former City of Toronto Zoning By-law No. 438-86, as amended,
with respect to the lands municipally known as 210 Simcoe Street**

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

WHEREAS pursuant to Section 37 of the *Planning Act*, the Council of a municipality may in a By-law under Section 34 of the *Planning Act*, authorize increases in the height or density of development beyond those otherwise permitted by the by-law in return for the provision of such facilities, services or matters as are set 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 height and density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services or matters; and

WHEREAS the owner of the lands hereinafter referred to has elected to provide the facilities, services and matters, as hereinafter set forth; and

WHEREAS the increases in the density or height permitted hereunder, beyond those otherwise permitted in the aforesaid lands by By-law No. 438-86 of the City of Toronto, as amended, are to be permitted in return for the provision of the facilities, services and matters set out in this By-law and are to be secured by one or more agreements between the owner of such lands and the City of Toronto (the "City");

WHEREAS Council has required the owner of the aforesaid lands to enter into one or more agreements dealing with certain facilities, services and matters in return for the increases in height and density in connection with the aforesaid lands as permitted in this By-law; and

The Council of the City of Toronto HEREBY ENACTS as follows:

1. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted in 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 facilities, services and matters set out in Section 5 of this By-law, to the City at the *owner's* expense.
2. Upon execution and registration of an agreement or agreements with the *owner* of the *lot*

pursuant to Section 37 of the *Planning Act* securing the provisions of the facilities, services and matters set out in Section 5 of this By-law, the *lot* is subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the *owner* may not erect or use such building until the *owner* has satisfied the said requirements.

3. None of the provisions of Section 2(1) with respect to the definition of *bicycle parking space – visitor* and *grade*, 4(2)(a), 4(5)(b), 4(5)(i)(ii), 4(12), 4(13)(a), (c), and (d), 4(17)(e), 8(2)(1)(a), 8(3)(Part I) 1 and 3(a) of By-law No. 438-68 being "A By-law to regulate the use of land and the erection, use, bulk, height, spacing of and other matters relating to buildings and structures and to prohibit certain uses of lands and the erection and use of certain buildings and structures in various areas of the City of Toronto", as amended, shall apply to prevent the erection and use of a *residential building* on the *lot* containing residential uses, including uses *accessory* thereto, provided that:
 - (1) the *lot* on which the proposed building is to be located comprises at least those lands delineated by heavy lines on Map 1, attached to and forming part of this By-law;
 - (2) the total *residential gross floor area* erected or used on the *lot* shall not exceed 22,150 square metres;
 - (3) no portion of any building erected above finished ground level is located outside the areas delineated by heavy lines shown on Map 2 attached to and forming part of this By-law, with the exception of the following:
 - (a) balconies, may extend beyond the heavy lines shown on Map 2 to a maximum of 2.0 metres beyond the wall to which they are attached, and for clarity, where they attach to two or more walls, the projection is measured perpendicular from the access thereto, provided such projection is not beyond the *lot* line;
 - (b) a vertical green wall provided it does not project beyond the lot line; and,
 - (c) eaves, cornices, window washing equipment, parapets, railings, canopies, or awnings may extend beyond the heavy lines shown on Map 2 to a maximum of 3 metres beyond the wall to which they are attached;
 - (4) no person shall erect or use a building or structure on the *lot* having a greater *height*, in metres than the *height* in metres specified by the numbers following the symbol H on the attached Map 2, provided this does not prevent:
 - (a) stairs, stair enclosure, elevator, heating, cooling or ventilating equipment or a fence, wall or structure enclosing such elements provided they are no higher than 5.0 metres above the height limits shown on Map 2 and not located above a height of 81.5 metres;
 - (b) parapets, balcony dividers, planters and railings extending to a maximum vertical projection of 1.8 metres above the height limits shown on Map 2;
 - (c) window washing equipment, landscape elements (including green wall), lighting fixtures, vents, flues, pipes, access roof hatch, and structures located on the roof used for outside or open air recreation, safety or wind protection purposes may project above the height limits shown on Map 2; and
 - (d) balconies, canopies, cornices, and eaves may extend above the *height* limit provided they are no higher than the wall to which they are attached;
 - (5) *parking spaces* shall be provided and maintained on the *lot* in accordance with the following requirements:
 - (a) a minimum of 0.30 parking spaces for each bachelor dwelling unit;

- (b) a minimum of 0.30 parking spaces for each one bedroom dwelling unit;
 - (c) a minimum of 0.45 parking spaces for each two bedroom dwelling unit;
 - (d) a minimum of 0.70 parking spaces for each three or more bedroom dwelling unit; and
 - (e) a minimum of 5 visitor parking spaces shall be provided on the lot;
- (6) for each *car-share parking space* provided on the *lot*, the minimum resident parking required shall be reduced by 4 *parking spaces*;
 - (7) the number of *car-share parking spaces* shall be 3;
 - (8) the maximum number of *parking spaces* shall be 107;
 - (9) despite section 4(17) of By-law No. 438-86, a maximum of 14 *parking spaces* may have the following minimum dimensions:
 - length 5.2 metres;
 - height 2.0 metres; and
 - width 2.4 metres;
 - (10) despite section 4(5)(II) of By-law No. 438-86, in respect of ingress and egress to and from the underground parking facility, a vehicle elevator lift shall provide access to a public highway. Otherwise, aisle widths within the underground parking facility have a minimum width of 3.5 metres, for one-way operation, and a minimum width of 5.5 metres for two-way operation;
 - (11) *bicycle parking spaces – visitor* shall be located only on the first level below grade or the first level closest to grade; and, shall be reserved at all times for visitors to the building and designated by means of clearly visible signs as being for the exclusive use of visitors to the building in such areas;
 - (12) *residential amenity space* shall be provided in accordance with the following table:

TYPE OF RESIDENTIAL AMENITY SPACE REQUIRED	AMOUNT OF RESIDENTIAL AMENITY SPACE REQUIRED
<i>Residential amenity space</i> in a multi-purpose room or multi-purpose rooms, at least one of which contains a kitchen and a washroom:	1.0 square metre of <i>residential amenity space</i> for each dwelling unit
<i>Residential amenity space</i> located outdoors:	0.74 square metres of <i>residential amenity space</i> for each dwelling unit of which at least 40 square metres is to be provided in a location adjoining or directly accessible from the indoor residential amenity space.

- (13) the maximum floor area of *residential amenity space* shall be 325 square metres indoor and 220 square metres outdoor; and
- (14) the *owner* of the *lot* enters into an agreement with the City, pursuant to Section 37(3) of the *Planning Act*, to secure the facilities, services and matters referred to in Section 5 of this By-law and that such an agreement be registered on title to the *lot* to the satisfaction of the City Solicitor

4. 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:
- (1) 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
 - (2) all water mains and sanitary sewers, and appropriate appurtenances, have been installed and are operational.
5. Pursuant to Section 37 of the *Planning Act*, and subject to compliance with the provisions of this By-law, the increase in height and density of development permitted by this By-law on the *lot* is permitted in return for the provision by the *owner* of the following facilities, services and matters to the City at the *owner's* sole expense:
- (1) prior to the issuance of the first above grade building permit, the owner must enter into assignable Agreements of Purchase and Sale with Toronto Artscape Inc., OCAD University and/or the City of Toronto with respect to eight dwelling units within the development, described in subsections 5(2)(b), 5(2)(c), and 5(2)(d) below, such Agreements of Purchase and Sale to be subject to the terms and conditions respecting those Agreements of Purchase and Sale set out in the agreement described in subsection 5(2) below;
 - (2) the owner must enter into one or more agreements with the City, pursuant to Section 37 of the *Planning Act* which are registered on title to the lands to secure:
 - (a) the matters provided for in subsection 5(1) above;
 - (b) the conveyance of three OCAD University dwelling units at no cost;
 - (c) the conveyance of one Toronto Artscape Inc. dwelling unit at no cost, other than the Education Development Charges and City Development Charges, associated with that dwelling unit;
 - (d) the conveyance of four Toronto Artscape Inc. dwelling units at \$240 per square foot, plus the Education Development Charges and City Development Charges associated with those dwelling units;
 - (e) a provision allowing the Agreements of Purchase and Sale of all eight dwelling units in subsections 5(2)(b), 5(2)(c), and 5(2)(d) to be assignable;
 - (f) a warning clause in any Purchase and Sale Agreements with respect to the possible relocation of Michael Sweet Avenue to a location further south;
 - (g) the provision of a maximum of two units per floor, commencing on the fourth floor above grade, to be capable of being designed as three-bedroom units in compliance with the provisions of the Ontario Building Code. These dwellings units are to be shown on any marketing plans with knock-out panels having the potential to be constructed as three-bedroom units. Details of the construction of these units shall be included in an Agreement pursuant to Section 37 of the *Planning Act*;
 - (h) a provision that the condominium declaration shall provide that dwelling units on the fourth floor may be maintained and operated as live/work units; and
 - (i) the requirement that the owner shall provide to the satisfaction of the Chief Planner and Executive Director, City Planning Division and Executive Director, Technical Services Division, in consultation with the Ward Councillor, a Construction Management Plan, prior to Site Plan Approval.

6. Definitions:

For the purposes of this By-law, each word or expression that is italicized in this By-law shall have the same meaning as each such word or expression as defined in the said By-law No. 438-86, as amended, except for the following:

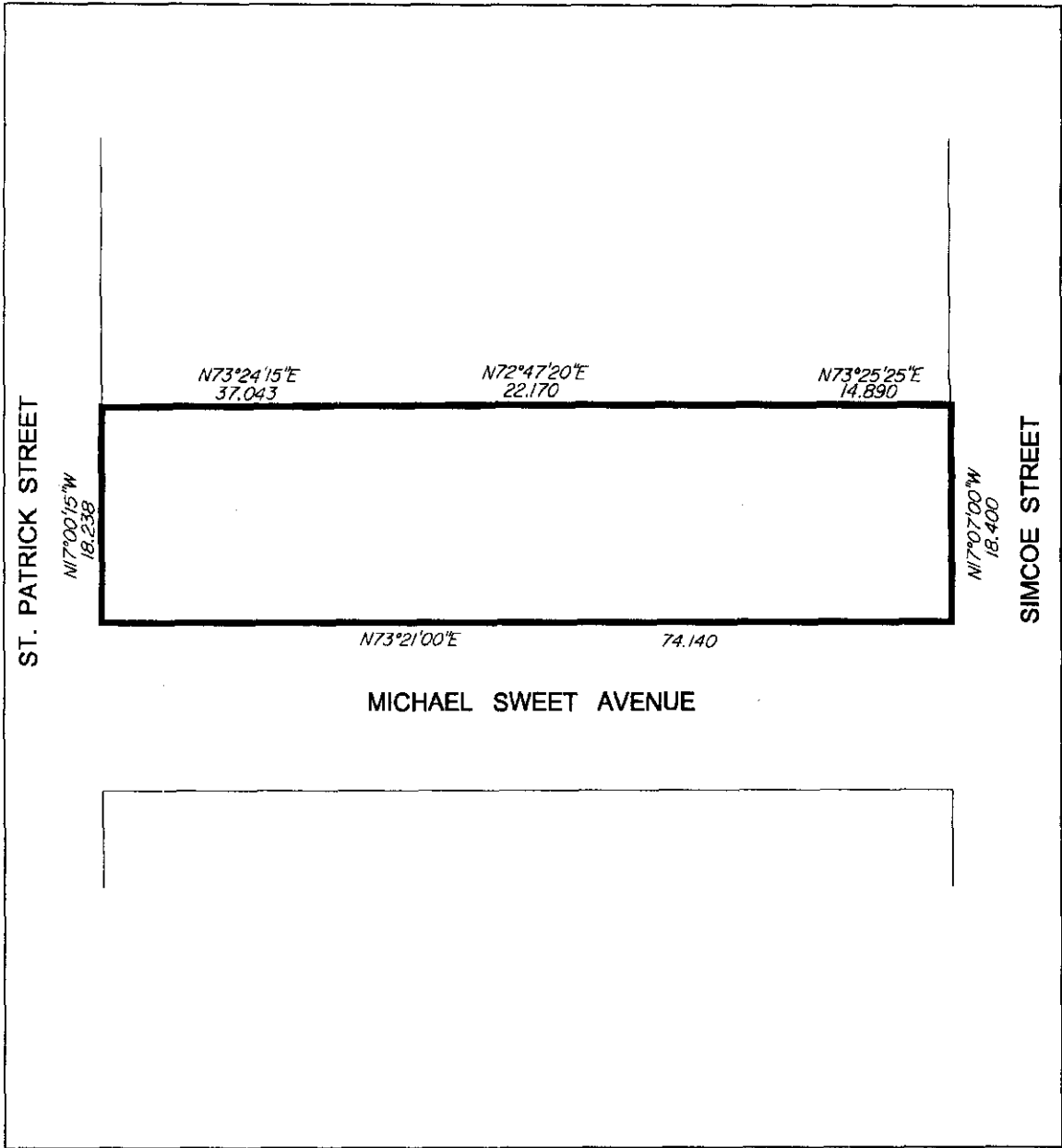
- (1) *car-share motor vehicle* shall mean a motor vehicle available for the short term rental, including an option for hourly rental, for the use of at least the occupants of a building erected on the lot;
- (2) *car-share parking space* shall mean a parking space used exclusively for the parking of a *car-share motor vehicle*;
- (3) *grade* shall mean 92.25 metres Canadian Geodetic Datum;
- (4) *OCAD University* shall mean the OCAD University or a corporation controlled by it, or if it is not able to complete the transaction for any reason, such other similar, qualified arts organization;
- (5) *Toronto Artscape Inc.* means Toronto Artscape Inc., a non-profit corporation controlled by it, its permitted assignees, or such other similar, qualified arts organization; and
- (6) each other word or expression that is italicized shall have the same meaning as each such word or expression as defined in By-law No. 438-86, as amended.

ENACTED AND PASSED this ~ day of ~, A.D. 2011

ROB FORD,
Mayor

ULLI S. WATKISS,
City Clerk

(Corporate Seal)

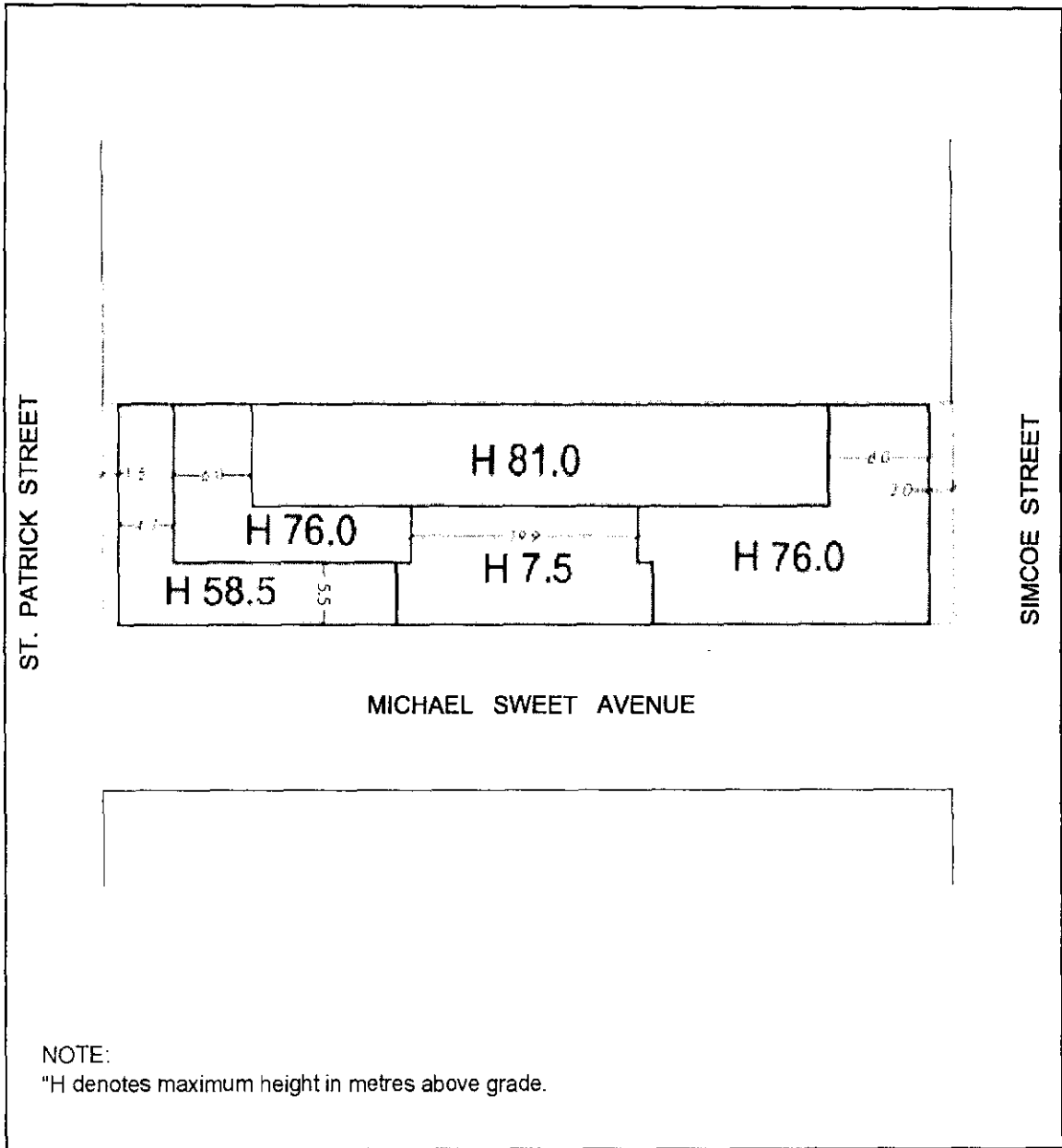


TORONTO City Planning
 Map 1

210 Simcoe Street

File # 08 150716 0Z

↑
 Not to Scale
 04/21/2011



The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

Properties

PIN 76430 - 0091 LT

Description UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address 301 SUITE
210 SIMCOE STREET
TORONTO

PIN 76430 - 0092 LT

Description UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address 302 SUITE
210 SIMCOE STREET
TORONTO

PIN 76430 - 0093 LT

Description UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address 303 SUITE
210 SIMCOE STREET
TORONTO

PIN 76430 - 0094 LT

Description UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address 304 SUITE
210 SIMCOE STREET
TORONTO

PIN 76430 - 0097 LT

Description UNIT 7, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address 307 SUITE
210 SIMCOE STREET
TORONTO

PIN 76430 - 0023 LT

Description UNIT 23, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address TORONTO

PIN 76430 - 0024 LT

Description UNIT 24, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address TORONTO

PIN 76430 - 0022 LT

Description UNIT 22, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO

Address TORONTO

This is Exhibit "E" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

Properties

PIN	76430 - 0051 LT
Description	UNIT 51, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	TORONTO
PIN	76430 - 0065 LT
Description	UNIT 65, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	TORONTO
PIN	76430 - 0095 LT
Description	UNIT 5, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	305 SUITE 210 SIMCOE STREET TORONTO
PIN	76430 - 0050 LT
Description	UNIT 50, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	TORONTO
PIN	76430 - 0098 LT
Description	UNIT 6, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	306 SUITE 210 SIMCOE STREET TORONTO
PIN	76430 - 0084 LT
Description	UNIT 64, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	TORONTO
PIN	76430 - 0098 LT
Description	UNIT 8, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	308 SUITE 210 SIMCOE STREET TORONTO
PIN	76430 - 0086 LT
Description	UNIT 66, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2430 AND ITS APPURTENANT INTEREST ; THE EAST SIDE OF ST. PATRICK STREET & WEST SIDE SIMCOE STREET IS CONFIRMED UNDER BOUNDARIES ACT PLAN 63BA1093 REGISTERED INSTRUMENT CT258877; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3816544; CITY OF TORONTO
Address	TORONTO

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 3 of 3

Applicant(s)

Name 210 SIMCOE HOLDINGS INC.
Address for Service 3700 Steeles Avenue West
Suite 800
Woodbridge, Ontario
L4L 8M9

I, Edward Sorbara, President, have the authority to bind the corporation.

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

Statements

Schedule: 210 Simcoe Holdings Inc., the registered owner of the Units set out in the Properties Box, hereby requests that you make an entry on the register of the following restrictions:

No Transfer or Charge shall be registered with respect to the Units without the prior written consent of the City of Toronto.

Signed By

Michael Joseph Callahan 10 Director Court, Suite 101 acting for Signed 2015 06 23
Woodbridge Applicant(s)
L4L 7E8
Tel 905-265-2252
Fax 905-265-0667

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

Submitted By

TANZOLA & SORBARA PROFESSIONAL 10 Director Court, Suite 101 2015 06 23
CORPORATION Woodbridge
L4L 7E8
Tel 905-265-2252
Fax 905-265-0667

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Applicant Client File Number : 41664

Properties

<i>PIN</i>	76118 - 0005	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0015	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0016	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 3, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0019	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 6, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0021	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 8, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0025	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 12, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0026	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 13, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0027	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 14, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0028	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 15, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0038	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 25, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0039	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 26, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0041	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0042	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS			

This is Exhibit "F" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

Properties

	SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76118 - 0045	LT	Interest/Estate Fee Simple
Description	UNIT 6, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76118 - 0047	LT	Interest/Estate Fee Simple
Description	UNIT 8, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76118 - 0051	LT	Interest/Estate Fee Simple
Description	UNIT 12, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76118 - 0052	LT	Interest/Estate Fee Simple
Description	UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76118 - 0053	LT	Interest/Estate Fee Simple
Description	UNIT 14, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76118 - 0054	LT	Interest/Estate Fee Simple
Description	UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76118 - 0068	LT	Interest/Estate Fee Simple
Description	UNIT 29, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO		
Address	TORONTO		
PIN	76397 - 0001	LT	Interest/Estate Fee Simple
Description	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO		
Address	TORONTO		
PIN	76397 - 0002	LT	Interest/Estate Fee Simple
Description	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO		
Address	TORONTO		
PIN	76397 - 0003	LT	Interest/Estate Fee Simple
Description	UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO		
Address	TORONTO		
PIN	76397 - 0004	LT	Interest/Estate Fee Simple
Description	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO		
Address	TORONTO		
PIN	76397 - 0005	LT	Interest/Estate Fee Simple
Description	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO		
Address	TORONTO		

Properties

<i>PIN</i>	76397 - 0007	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0010	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0015	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 5, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0018	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 8, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0019	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 9, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0026	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0030	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 5, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0032	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 7, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0044	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76397 - 0045	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2397 AND ITS APPURTENANT INTEREST; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3657726; CITY OF TORONTO			
<i>Address</i>	TORONTO			

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name TORONTO ARTSCAPE INC.
Address for Service 130 Queens Quay East, Suite 423,
Toronto, Ontario, M5A 0P6

I, Grace Lee Reynold, CEO and Andrew Gall, CFO, have the authority to bind the corporation.

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

Chargee(s)	Capacity	Share
-------------------	-----------------	--------------

Name FIRSTONTARIO CREDIT UNION LIMITED
 Address for Service 4021 Upper Middle Road, Burlington, ON, L7M 0Y9

Statements

In accordance with registration AT3110448 registered on 2012/08/24, the consent of City of Toronto, Executive Director of the Housing Secretariat has been obtained for the registration of this document.

Provisions

Principal \$5,700,000.00 Currency CDN
 Calculation Period
 Balance Due Date
 Interest Rate
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200027
 Insurance Amount Full insurable value
 Guarantor

Signed By

Philip Robert Cumbo 21 King Street West, 11th Floor acting for Signed 2021 05 06
 Hamilton Chargor(s)
 L8P 4W7

Tel 905-527-6877
 Fax 905-527-6169

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

Submitted By

AGRO ZAFFIRO LLP 21 King Street West, 11th Floor 2021 05 06
 Hamilton
 L8P 4W7

Tel 905-527-6877
 Fax 905-527-6169

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
 Total Paid \$65.30

File Number

Chargee Client File Number : 29540PRC

Properties

<i>PIN</i>	76118 - 0001	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0002	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0005	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0015	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0016	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 3, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0019	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 6, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0021	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 8, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0025	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 12, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0026	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 13, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0027	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 14, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0028	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 15, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0038	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 25, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO			
<i>Address</i>	TORONTO			
<i>PIN</i>	76118 - 0039	LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 26, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS			

This is Exhibit "G" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

Properties

SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0041 LT *Interest/Estate* Fee Simple

Description UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0042 LT *Interest/Estate* Fee Simple

Description UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0045 LT *Interest/Estate* Fee Simple

Description UNIT 6, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0047 LT *Interest/Estate* Fee Simple

Description UNIT 8, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0051 LT *Interest/Estate* Fee Simple

Description UNIT 12, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0052 LT *Interest/Estate* Fee Simple

Description UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0053 LT *Interest/Estate* Fee Simple

Description UNIT 14, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0054 LT *Interest/Estate* Fee Simple

Description UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

PIN 76118 - 0068 LT *Interest/Estate* Fee Simple

Description UNIT 29, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2118 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2549616; CITY OF TORONTO

Address TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name TORONTO ARTSCAPE INC.
Address for Service 130 Queens Quay East, Suite 423, East
Tower, Toronto ON M5A 0P6

I, Tim Jones, CEO, and I, Andrew Gall, CFO, have the authority to bind the corporation.

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

Chargee(s)	Capacity	Share
-------------------	-----------------	--------------

<i>Name</i>	COMMUNITY FORWARD FUND ASSISTANCE CORP./FOND DE PROGRESS COMMUNITAIRE SOCIETE DE GESTION
<i>Address for Service</i>	c/o Community Forward Fund 251 Bank Street, 2nd Floor Ottawa, Ontario K2P 1X3

Statements

In accordance with registration AT3110448 registered on 2012/08/24, the consent of City of Toronto, the Executive Director of the Housing Secretariat has been obtained for the registration of this document.

Provisions

<i>Principal</i>	\$2,215,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>			
<i>Balance Due Date</i>			
<i>Interest Rate</i>	6% per annum		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>			
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	Full insurable value		
<i>Guarantor</i>			

Signed By

Edward Michael Hyland	150 John Street, Suite 700 Toronto M5V 3E3	acting for Chargor(s)	First Signed	2020 10 15
Tel	416-598-0103			
Fax	416-598-3484			
Edward Michael Hyland	150 John Street, Suite 700 Toronto M5V 3E3	acting for Chargor(s)	Last Signed	2020 12 14
Tel	416-598-0103			
Fax	416-598-3484			

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

Submitted By

ILER CAMPBELL LLP	150 John Street, Suite 700 Toronto M5V 3E3			2020 12 14
Tel	416-598-0103			
Fax	416-598-3484			

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.05
<i>Total Paid</i>	\$65.05

File Number

Chargor Client File Number : B9594

This is Exhibit "H" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

CITY OF TORONTO

(the "City")

- and -

TORONTO ARTSCAPE INC.

(the "Proponent")

INCENTIVES CONTRIBUTION AGREEMENT

38 Abell Street, Toronto

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BETWEEN:

CITY OF TORONTO

(the "City")

- and -

TORONTO ARTSCAPE INC.

(the "Proponent")

Background

- A. The Proponent, a not for profit corporation, that provides housing, requested the City's assistance for its Affordable Housing Project at 38 Abell Street, Toronto;
- B. At its meeting held July 6, 7 and 8, 2010, Council approved a loan to the Proponent to assist with its condominium planning fees; and
- C. At the same meeting, Council also enacted By-law 778-2010 authorizing the City enter into this agreement with the Proponent for the provision of a municipal capital facility at 38 Abell Street, Toronto, being more particularly a facility used for affordable housing and By-law 779-2010 authorizing an exemption from tax for municipal and school purposes;

Also at its meeting held July 6, 7 and 8, 2010, Council enacted By-law 783-2010 amending the City's Official Plan for the lands known as 38 Abell Street allowing 20 artist live/work affordable housing rental units to be registered within a plan of condominium, on the condition that the affordability and rental tenure of which was to be secured in an agreement between the Proponent and the City

NOW THEREFORE in consideration of the mutual covenants and other **terms and conditions in this Agreement** and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties to the other (the receipt and sufficiency whereof are acknowledged), the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 In this Agreement and Schedules attached hereto, the following terms shall have the following respective meanings:

"Affordability Period" means the first twenty-five (25) years of the Term of this Agreement, as set out in Article 3 hereof;

"Affordable Housing" means rental housing operated at or below Average Market Rents;

“Average Market Rents” or “Average Rents” or “AMR” means average monthly Toronto-wide rents by unit type as determined in the end-of-year survey of City-wide rents for the prior calendar year published by CMHC; if CMHC does not publish a survey of City-wide rents, then “average market rents” for the calendar year shall be City-wide average rents as determined by the City acting reasonably;

“Chief Planner” means the Chief Planner and Executive Director, City Planning Division or his/her designate, if any;

“Deputy City Manager” means the Deputy City Manager responsible for the Affordable Housing Office and includes his or her designate or successor, if any;

“Household Income” means total gross household income from all sources of all persons who reside in a unit or who will reside in a unit if it is rented to them as defined in the City’s Community Rental Housing Program – Income Verification Guide;

“Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation other than those services described in Article 3 hereof;

“Initial Income Limit” means Household Income at or below four (4) times the annualized Monthly Occupancy Costs, as determined annually by the Deputy City Manager;

“Lands” means the lands described in Article 3, together with any buildings or improvements thereon from time to time;

“Monthly Occupancy Costs” means the total of the monthly rent payable to the Landlord for a housing unit including hydro, heat, water and hot water; “Monthly Occupancy Costs” do not include charges for parking, cable, telephone and condominium common expenses or any other like charges;

“PIPEDA” means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;

“PIPEDA PROTECTED INFORMATION” means any “Personal Information” or “Personal Health Information” as defined in PIPEDA;

“Project” means the following rental housing units located in a building municipally known in 2010 as 38 Abell Street to be to be operated by or on behalf of the Proponent in accordance with the terms and conditions of this Agreement, as outlined in Article 3:

Units 106, 202, 203, 206, 208, 212, 213, 214, 215, 228, 229, 301, 303, 306, 308, 312, 313, 314, 315 and 329;

“Tenant Selection Policy” means a policy established by the Proponent and approved by the Deputy City Manager, which policy shall specify how tenants are to be selected and how information about such process is disseminated to the public.

1.2 This Agreement, the Schedules incorporated into it by reference and any documents entered into pursuant to this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

1.3 Any reference in this Agreement to a statute shall be deemed to include any regulations made under the statute, any amendments made from time to time and any successor legislation.

**ARTICLE 2
GENERAL**

2.1 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

2.2 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

**ARTICLE 3
THE PROJECT**

3.1 The Proponent agrees to operate the Project for a period of Fifty (50) years (the "Term") and during the Affordability Period, as Affordable Housing, all on terms and conditions as outlined herein.:

Location:	38 Abell Street, Toronto Part of Ordnance Reserve, Plan A Ordnance Reserve Toronto; Part of Abell Street, as Closed by By-Law No. D33202, being Parts 1 & 2; Plan 66R-23469, registered in the Land Titles Division of the Toronto Registry Office (No. 66); being part of PIN 21298-0422.
Affordable Housing:	20 units within a condominium corporation to contain 67 of housing units
Rents:	(a) for the Affordability Period the average rents for the Project shall be maintained at or below 80% of Average Market Rents. (b) for the remainder of the term, there shall be no restriction on the level of rents or the eligibility of tenants.

**ARTICLE 4
CITY BENEFITS**

4.1 Property Tax Exemptions - The City shall exempt the Project from taxation for municipal and school purposes for a period of twenty-five (25) years.

4.2 Grant by way of Forgivable Loan – the City shall loan the Proponent the sum of Seven-teen Thousand Two hundred and Forty-one Dollars and Twenty-two Cents (\$17,241.22), to be payable within twenty-one (21) days of the execution of this agreement, or the registration of the restriction referred to in section 10.2 hereof, whichever is later. This loan will be forgiven on the expiry of the Term, if not previously repaid, pursuant to the terms of this Agreement

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES**

5.1 The Proponent represents and warrants that:

- (a) it is duly incorporated under the laws of Ontario or Canada;
- (b) the Board of Directors of the Proponent has authorized the Proponent to enter into this Agreement and such authorization has not been withdrawn;
- (c) it shall not alter, supersede or cancel its articles of incorporation, letters patent or other constating document in any way which would affect its ability to perform its obligations under this Agreement without the prior written consent of the City;

5.2 The Proponent agrees that the City shall be entitled to rely at all times on the representations and warranties set out in this Article.

**ARTICLE 6
OBLIGATIONS OF THE PROPONENT**

6.1 The Proponent shall:

- (a) ensure that, when first entering into a tenancy agreement for the Affordability Period, the tenant has a Household Income that does not exceed four times the annual equivalent of the monthly occupancy cost to be paid. The verification of the Household Income will be determined in accordance with the City's Affordable Rental Housing – Income Verification Guide and in a form acceptable to the Deputy City Manager;
- (b) not rent an Affordable Housing unit to the Proponent or shareholder or director of the Proponent, or any individual not at arm's length to the Proponent, shareholder or director of the Proponent unless the Proponent is a non-profit co-operative, as defined in the *Co-operative Corporations Act*, R.S.O. 1990, c. C.35, as amended;
- (c) operate and maintain the Project, in accordance with the terms and conditions of this Agreement and in a good state of repair and fit for occupancy in the same manner as a prudent owner would do;
- (d) manage the Project so the total average of the Monthly Occupancy Costs for the Project is maintained at a maximum of eighty percent (80%) of Average Market Rents for the Affordability Period;
- (e) maintain all units comprising the Project, as rental units during the Term;
- (f) provide representatives of the City, with access to its books, records, and to the Project, subject to the rights of the residential tenants, if any, of the Project;
- (g) in each year, provide to the City, no later than three (3) months after the end of the Proponent's fiscal year with information on the Gross Household Income and household composition of the Project rented to new tenants during the year, in a form acceptable to the Deputy City Manager;

**ARTICLE 7
MONTHLY OCCUPANCY COSTS**

7.1 Monthly Occupancy Costs Increases

The Proponent shall not increase the Monthly Occupancy Costs during the Affordability Period by more than the prevailing rent increase guideline established each calendar year pursuant to the Rent Acts, *Tenant Protection Act, 1997*, the *Residential Tenancies Act, 2006* or any successor legislation (the "Acts"), to an amount not to exceed Average Market Rent. The Proponent acknowledges that the rent increase guideline of the Rent Acts does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of this Agreement.

7.2 Tenant Provisions

The Proponent shall ensure that:

- (a) each lease with a residential tenant shall provide that the disclosure to the City, by the Proponent of the tenant's personal information including Household Income, has been consented to by the tenant;

each lease with a residential tenant shall provide that the lease is exempt from paragraphs 6, 7 and 8 of subsection 30(1), Part VII of the *Residential Tenancies Act, 2006*;

- (b) it will provide the City with access to all information obtained from the tenant concerning the Household Income and family composition of each housing unit, which information the City may verify; and
- (c) it will ensure that it otherwise complies with the provisions of PIPEDA, in its collection and sharing of any PIPEDA Protected Information, collected and shared, in accordance with the terms of this Agreement.

**ARTICLE 8
FINANCIAL RECORDS AND RIGHT TO AUDIT**

8.1 The Proponent shall, during the Affordability Period, keep proper books of account and records of the income verification and Monthly Occupancy Costs.

8.2 The Proponent shall retain all books, accounts, records (including records related to Monthly Occupancy Costs and tenant income and eligibility verification), receipts and other documents, that pertain to the Project for a period of not less than seven (7) years from the end of each fiscal year of the Proponent to which the records relate.

8.3 The Proponent will make such books, accounts and records available at all reasonable times for audit and inspection by the auditor of the City or anyone designated in writing by the auditor to ensure compliance with the City's terms and conditions of this Agreement.

8.4 The Proponent shall permit the City's representatives to make copies and take extracts from such books and records and shall furnish the City with such additional information as it may require with reference to such books and records.

8.5 For the purposes of this article, audit includes any type of audit.

8.6 This article shall survive the termination of this Agreement.

ARTICLE 9

INDEMNITY

9.1 The Proponent hereby agrees that it shall, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the City, and their elected and appointed officials, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all actions, claims and demands whatsoever which may be brought against or made upon the Indemnified Parties and against any and all loss, liability, claims, judgments, costs, demands or expenses whatsoever which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of or in connection with:

- (a) this Agreement;
- (b) the Project, including without limitation, environmental hazards;
- (c) the obligations of the Proponent hereunder;
- (d) any act or omission of the Proponent, its officers, agents, servants, consultants, contractors, employees or by anyone for whom the Proponent is at law responsible relating to any work or any other thing required to be performed or rendered hereunder by the Proponents;
- (e) death or economic loss, caused by or in any way related to any of the Proponent's obligations under this Agreement.

provided that the Proponent shall not be liable for any loss, liability, claims, judgments, costs, demands or expenses which result from negligent or wrongful acts of the Indemnified Parties.

ARTICLE 10 RESTRICTIONS ON CHANGES

10.1 Neither the lands on which the Project is located, nor any part of the building in which the Project is located shall be sold or transferred by the Proponent unless the purchaser or transferee has first entered into an agreement with the City assuming the covenants set forth herein, which agreement shall be duly executed by the purchaser or the transferee and delivered to the City prior to sale or transfer.

10.2 To secure this obligation, the Proponent agrees to register a restriction pursuant to Section 118 of the *Land Titles Act*, on the title to each unit comprising the Project, requiring the prior written consent of the City's Chief Planner to any transfer of the Project, in whole or in part.

ARTICLE 11 DEFAULT AND REMEDIES

11.1 The following shall be considered events of default under this Agreement:

- (a) if in the opinion of the City, acting reasonably, the Proponent knows or ought reasonably to have known that a unit of Affordable Housing is being provided to a tenant whose Household Income exceeded the Initial Income Limit at the time of initial occupancy or that the household composition has been misrepresented;
- (b) if in the opinion of the City, acting reasonably the Proponent knows or ought reasonably to have known that the average Monthly Occupancy Costs for the Project exceed 80% of Average Market Rent;

- (c) if the Proponent has breached Article 6, of this Agreement, in whole or in part;
- (d) an order is made or resolution is passed for the winding up or dissolution of the Proponent, or the Proponent is dissolved;
- (e) the Proponent becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or fails any proposal or makes any assignment for creditors or any arrangement or compromise; or
- (f) a receiver or receiver-manager is appointed for the Project by a creditor other than the City; or

11.2 If any of the above events of default occurs and:

- (a) the default has not been remedied within 30 days of receipt by the Proponent of written notice of an event of default or within such longer period as the City may allow; or
- (b) a plan satisfactory to the Deputy City Manager to remedy the default has not been implemented within the time period specified in the notice.

the City may, in its absolute discretion, without restricting any remedies otherwise available, immediately terminate the Agreement by giving written notice to the Proponent, rescind the Property Tax Exemption By-Law passed with respect to the Project, and request repayment of the loan set out in Section 4.2.

ARTICLE 12 CONFIDENTIALITY

12.1 The collection, use and disclosure of information by the City shall be governed by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56.

ARTICLE 13 DISPUTE RESOLUTION

13.1 The City and Proponent agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

13.2 In the event the parties agree to arbitration, the arbitration shall be governed by the provisions of the *Arbitrations Act*, 1991, S.O. c.17.

ARTICLE 14 NOTICES

14.1 Unless otherwise provided in this Agreement, any notice, approval or other communication required or permitted to be given ("Notice") shall be in writing and shall be personally delivered, sent by prepaid registered mail, or sent by telecopier and, in the case of notice to the City, addressed as follows:

- (a) if to the City, at:

City of Toronto
Metro Hall, 55 John Street, 7th Floor
Toronto, ON M5V 3C6
Fax No: (416) 392-8492
Attention: Director, Affordable Housing Office

For the purposes of section 10.2:

City of Toronto
Toronto City Hall, 100 Queen Street West, 12th Floor East Tower
Toronto, ON M5H 2N2
Fax No. (416) 392-8772

Attention: Chief Planner and Executive Director, City Planning Division

with a copy to the City Solicitor, at

City of Toronto
55 John Street, Str. 1260
26th Floor, Metro Hall
Toronto, ON M5V 3C6
Fax No: (416) 397-5624
Attention: City Solicitor

(b) if to the Proponent, at:

171 East Liberty Street, Unit 224
Toronto, Ontario M6K 3P6
Fax No.: (416) 392-1059
Attention: Executive Director

14.2 Any Notice shall be deemed to have been validly and effectively given and received: if personally delivered, on the date of delivery; if sent by prepaid registered mail, on the third (3rd) business day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be in person; and if sent by facsimile, on the business day next following the day on which it was sent.

14.3 Any Notice permitted or required to be given by the City may be given by the Chief Corporate Officer. However, the Chief Corporate Officer specifically reserves the right to submit the issue of the giving of any Notice, or of the contents of any Notice, to City Council for its determination.

14.4 Notwithstanding any consent or approval given by the City with respect to any plans, specifications or other construction-related matter, the City will not be in any way liable for the design or construction of any proposed structure, and the party that has obtained the consent or approval of the City shall be wholly liable for such design and construction.

14.5 Either party under this Agreement may from time to time by Notice to the other party change its address for service under this Agreement.

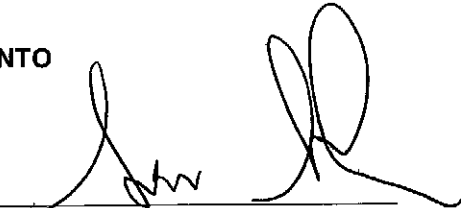
**ARTICLE 15
GENERAL PROVISIONS**

- 15.1** This Agreement may be changed only by written amendment duly executed by authorized representatives of both parties.
- 15.2** In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.
- 15.3** The insertion of headings and the division of this Agreement into articles and subdivisions thereof is for convenience of reference only and shall not affect the interpretation hereof.
- 15.4** Any reference in this Agreement to an "article" or any subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly-labelled provision of this Agreement.
- 15.5** Time shall in all respects be of the essence of all matters provided for in this Agreement, provided that the time for the doing or completing of any matter may be extended or abridged by an agreement, in writing, executed by the City and the Proponent, or by their respective solicitors, who are expressly appointed for that purpose.
- 15.6** No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by an authorized representative of the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.
- 15.7** This Agreement shall not be assigned by the Proponent without the prior written consent of the Deputy City Manager, which consent may be withheld or given subject to such terms and conditions as the Deputy City Manager deems appropriate.
- 15.8** Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.
- 15.9** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 15.10** The covenants, representations, warranties and indemnity of the Proponent set forth in this Agreement shall survive the expiry of the Affordability Period.
- 15.11** Wherever any consent, agreement or approval of the City is required under the terms of this Agreement, unless otherwise provided and subject to any specific provision respecting such consent, agreement or approval, the City shall not unreasonably or arbitrarily withhold its consent, agreement or approval.
- 15.12** Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City of all of its rights as a municipality, or imposes any obligations on the City, in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including planning rights and responsibilities. Nothing in this Agreement derogates from or interferes with or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.
- 15.13** No communication or dealing between the Proponent and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City will be deemed to be a communication or dealing under the provisions of this Agreement between the Proponent and the City as parties to this Agreement, or to affect the City with notice of any such communication or dealings. It is intended and agreed that the City acts solely in a private capacity under this Agreement and any

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

DATED this 11th day of August, 2010

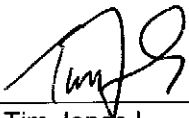
CITY OF TORONTO

Per: 
Name: Sean Gadon
Title: Director Affordable Housing Office

I have authority to bind the corporation.

DATED this 3rd day of August, 2010

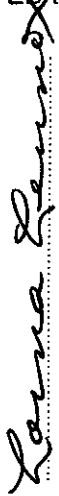
TORONTO ARTSCAPE INC.

Per: 
Name: Tim Jones I
Title: Chief Executive Officer

Per: 
Name: Celia Smith
Title: Executive Vice President

We have authority to bind the Corporation

APPROVED AS TO FORM



For Anna Kinastowski

Authorized by Executive Committee,
Item No. 45.50 as adopted by City
of Toronto Council on
July 6, 7, & 8, 2010.

Authorized by Executive Committee,
Item No. 45.50 as adopted by City
of Toronto Council on
July 6, 7, & 8, 2010.

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This is Exhibit "T" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

CITY OF TORONTO

- and -

TORONTO ARTSCAPE INC.

CONTRIBUTION AGREEMENT

210 Simcoe Street, Toronto

This Agreement made the day of November, 2014.

BETWEEN:

CITY OF TORONTO

(hereinafter called the "City")

-and-

TORONTO ARTSCAPE INC.

(hereinafter called the "Artscape")

WHEREAS:

- A. A public benefit, in the form of fourteen residential condominium units ("the Units") in a new development at 210 Simcoe Street, has been secured by the City entering into an agreement under section 37 of the *Planning Act*, R.S.O. 1990, c. P. 13 with the developer of the Units;
- B. Artscape has developed a model for delivering affordable home ownership units to the arts community which includes a means of securing the ongoing affordability for subsequent owners of the condominium units; and
- C. At its meeting held on July 12, 13 and 14, 2011, Council passed Item No. TE11.8 naming Artscape as the party to deliver the public benefit and, as a result, Artscape and the City wish to enter into this agreement to set out the terms and conditions under which the public benefit will be administered.

NOW THEREFORE, the City and Artscape agree with each other as follows:

1. INTERPRETATION

In this Agreement, including all Schedules attached hereto, unless the context requires otherwise, the following terms have the meaning set out in this section.

"Affordability Period" means for so long as this Agreement remains in effect;

"Affordable Ownership Housing" means Housing that is affordable to individuals and households with an income at or below the sixtieth (60th) percentile of income for the

City of Toronto or the Province of Ontario, whichever is lower, as defined by the Ministry of Municipal Affairs and Housing on an annual basis under the Affordable Housing Program;

"Artscape's Administration Costs" means the administrative, legal, project management and legal fees reasonably incurred directly in relation to the development at 210 Simcoe Street, which shall be capped at \$210,000;

"Average Market Rents" or "Average Rents" or "AMR" means average monthly Toronto-wide rents by unit type as determined in the end-of-year survey of City-wide rents for the prior calendar year published by CMHC; if CMHC does not publish a survey of City-wide rents, then "average market rents" for the calendar year shall be City-wide average rents as determined by the City acting reasonably;

"Artscape Home Ownership Program" or "the Program" means the model for affordable home ownership developed by Artscape and approved by the City;

"Director" means the Director responsible for the Affordable Housing Office and includes his or her designate or successor, if any;

"Disposition" means the Eligible Purchaser ceasing to occupy a Unit as his principle residence for more than a period of six months by leasing, selling, or otherwise;

"Eligible Purchaser" means a purchaser who satisfies the Purchaser Eligibility Criteria as defined in Schedule "A";

"Housing" means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

"Household Income" means total gross household income from all sources of all persons who reside in a Rental Unit or who will reside in a Rental Unit, if it is rented to them.

"Maximum Price" means the average resale price for a home in the City of Toronto at the time an Eligible Purchaser enters into an assignment of or an agreement to purchase a Unit, such Maximum Price being \$542,075.00 at the time of the entering into of this Agreement;

"Monthly Occupancy Costs" means the total of the monthly rent payable to the Landlord for a housing unit including hydro, heat, water and hot water; "Monthly Occupancy Costs" do not include charges for parking, cable, telephone and condominium common expenses or any other like charges;

"Monthly Shelter Costs" means the total of mortgage principal and interest, based on a 25 year amortization, a minimum 10% down payment and the chartered administered mortgage rate for a conventional 5-year mortgage as reported by the Bank of Canada, plus property taxes calculated on a monthly basis;

"Ownership Units" means the 3 or 4 Units which will be disposed of by the Proponent pursuant to the Proponent's Home Ownership Program and the terms and conditions of this Agreement;

"Parties" means the City and Artscape and **"Party"** means any one of them, as the context may require;

"PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c 5, including any amendments thereto;

"PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;

"Planning Agreement" means the agreement between the parties dated July 12, 2011, entered into pursuant to Section 37 of the *Planning Act*, R.S.O. 1990, c P.13;

"Rental Unit" means the one or 2 Units that will be retained by the Proponent and rented, in accordance with the terms of this Agreement;

"Restriction" means the restriction on sale and transfer to be registered on title to the Units pursuant to section 118 of the *Land Titles Act*, R.S.O., 1990, C.1.5;

"Tenant Selection Policy" means a policy established by the Proponent and approved by the Director, which Policy shall specify how tenants are to be selected and how information about such process is disseminated to the Proponent's constituency;

"Units" means the five residential condominium units located at 210 Simcoe Street being purchased by the Parties from 210 Simcoe Holdings Inc.

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

Schedule "A" Purchaser Eligibility Criteria

Schedule "B" Annual Declaration of Occupancy

Schedule "C" Progress Report

Schedule "D" Final Report on Unit Sales

Schedule "E" Resale, Repayment and Activity Report

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. AGREEMENT

2.1 The parties have entered into agreements of purchase and sale with Simcoe Holdings Inc. for the purchase of the five Units at (the "Purchase Agreements"), in accordance with the terms of the Planning Agreement

2.2 Artscape agrees to use its best efforts to market the Units and assign the Purchase Agreements for the Ownership Units and to rent the Rental Units prior to the closing date set out in the Agreements.

2.3 Within 90 days of the execution of this Agreement, Artscape will submit to the City for approval Artscape's Tenant Selection Policy and Home Ownership Program for the Units, which Ownership Program shall include details of:

- a) an open and transparent marketing plan;
- b) purchaser eligibility criteria, which will include, at a minimum, the criteria set out in Schedule "A" to this agreement;
- c) income verification process;
- d) how affordability of the Units can be sustained during resale of the Units including the capital appreciation sharing scheme;
- e) a home ownership education plan;
- f) how requests for consents required by the Restriction will be handled; and
- g) how monitoring of owner occupation of the units will be handled and remedies for non-compliance.

2.4 Any Purchase Agreement not assigned to an Eligible Purchaser 180 days prior to the closing date set out in the Purchase Agreement, will be assigned to the City as sole purchaser and the City shall indemnify Artscape with respect to any liability for the Purchase Agreement or the Unit.

3. CONDITIONS PRECEDENT TO RELEASE OF PURCHASE AGREEMENTS

3.1 The City agrees to release its interest in each of the Purchase Agreements, by way of executing a Direction with respect to title in favour of an Eligible Purchaser, on no less than 15 business days notice from the Artscape, upon the following terms and conditions:

- a) the City having approved Artscape's Tenant Selection Policy and its Home Ownership Program, as set out above.

- b) the City being provided with a fully executed assignment of a Purchase Agreement, accompanied by the statutory declaration of the Artscape that the assignee is an Eligible Purchaser and which assignment;
 - i. indicates that the purchase price to be paid by the Eligible Purchaser does not exceed the Maximum Price;
 - ii. contains a provision for a second mortgage in favour of Artscape the principal amount of which shall be the difference between the amount payable to 210 Simcoe Holdings Inc. and the Eligible Purchaser's purchase price, less Artscape's Administration Costs, and which mortgage results in the Eligible Purchaser's Monthly Shelter Costs being equal to or less than Average Market Rent; and
 - iii. contains a clause wherein the Assignee acknowledges the registration of a restriction under section 118 of the *Land Titles Act* (the "Assignment") on title; and
- c) the City being provided with proof that 210 Simcoe Holdings Inc., has registered the Restriction.

4. OBLIGATIONS OF ARTSCAPE

4.1 With respect to the Ownership Units, Artscape agrees to:

- a) follow the Program as that Program may be amended from time to time as approved by the City, when assigning the Purchase Agreements and reselling the Units as they become available;
- b) promote and make information available about the Program and the Units in a fair and equitable manner including providing information about the process for determining Eligible Purchasers;
- c) adjust the principal amount of Artscape's home ownership assistance loan on the subsequent sale of a Unit, only to the extent the sale price of a Unit requires;
- d) not sell a Unit to Artscape or to a shareholder or a director of Artscape, or any individual not at arm's length to Artscape, a shareholder or a director of Artscape;
- e) provide the City with a minimum of ten (10) days notice that a consent is required, pursuant to the Restriction, which notice to be accompanied by the following information:
 - (i) copy of an assignment of or an agreement of purchase and sale;
 - (ii) copy of draft deed to new Eligible Purchaser; and

(iii) draft of Artscape's Charge from new Eligible Purchaser.

such other information or documentation as the City may request, acting reasonably

- f) maintain an adequate and appropriate administrative organizational structure sufficient to discharge its obligations pursuant to the Program and this Agreement;
- g) assign a representative of Artscape to act as a liaison with City staff for the purposes of this Agreement and will co-operate and work with City staff to evaluate the services which Artscape provides pursuant to this Agreement; and
- h) comply with the reporting requirements set out in this Agreement.

4.2 With respect to the Rental Units, Artscape agrees to

- a) ensure that, when first entering into a tenancy agreement, that the tenant has a Household Income that does not exceed four times the annual equivalent of the Monthly Occupancy Cost to be paid pursuant to the tenancy agreement. The verification of the Household Income will be determined in accordance with the City's Affordable Rental Housing – Income Verification Guide and in a form acceptable to the Director;
- b) ensure that each tenancy agreement with a residential tenant shall provide that the tenancy agreement is exempt from Section 8, paragraphs 6, 7 and 8 of subsection 30(1), sections 51, 52, 54, 55, 56 and 95 to 99, subsection 100(2) and sections 101, 102, 104, 111 to 115, 117, 120, 121, 122, 126 to 133, 140, 143, 149, 150, 151, 159, 165 and 167 of the Residential Tenancies Act, 2006;
- c) not rent a Rental Unit to the Proponent or shareholder or director of the Proponent, or any individual not at arm's length to the Proponent, shareholder or director of the Proponent;
- d) operate and maintain the Project, in accordance with the terms and conditions of this Agreement and in a good state of repair and fit for occupancy in the same manner as a prudent owner would do;
- e) manage the Project so the total average of the Monthly Occupancy Costs for the Project is maintained at a maximum of eighty percent (80%) of Average Market Rents for the Affordability Period;

- e) not increase the Monthly Occupancy Costs during the Affordability Period by more than the prevailing rent increase guideline established each calendar year pursuant to the Rent Acts, *Tenant Protection Act, 1997*, the *Residential Tenancies Act, 2006* or any successor legislation (the "Acts"), to an amount not to exceed Average Market Rent. The Proponent acknowledges that the rent increase guideline of the Rent Acts does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of this Agreement;
- f) ensure that each lease with a residential tenant shall:
 - i. provide that the disclosure to the City, by the Proponent of the tenant's personal information including Household Income, has been consented to by the tenant;
 - ii. provide the City with access to all information obtained from the tenant concerning the Household Income and family composition of each housing unit, which information the City may verify; and
 - iii. complies with the provisions of PIPEDA, in its collection and sharing of any PIPEDA Protected Information, collected and shared, in accordance with the terms of this Agreement.
- g) provide representatives of the City, with access to its books, records, and to the Project, subject to the rights of the residential tenants, if any, of the Project; and

5. REPORTING REQUIREMENTS

- 5.1 During the period in which Artscape is negotiating assignments of the Purchase Agreements, Artscape shall quarterly, the first quarter to commence on the first day of the month following the execution of this Agreement, provide the City with a Progress Report substantially in the form attached hereto as Schedule "C" and such other information as may be determined by the Director, acting reasonably, from time to time.
- 5.2 Artscape shall provide to the City, no later than three (3) months from the date set for closing the last Assignment of the Purchase Agreements for the Units, with a Final Report on Unit Sales substantially in the form of the report attached hereto as Schedule "D", together with the following:
 - a. copies of all Transfers with respect to the Units;
 - b. copies of all Charges in favour of Artscape; and
 - c. such other information as may be determined by the Director, acting reasonably, from time to time.

- 5.3 Artscape shall provide to the City annually, with the first report being due one year from the date of registration of the last assignment of Purchase Agreement and every year thereafter on the anniversary of that day:

Ownership:

- a. copies of Annual Declarations of Occupancy attached hereto as Schedule "B" for each of the Units sold by Artscape;
- b. a report on any changes made to the Program since the date the last of the Purchase Agreements was assigned, or since the last report on changes; and
- c. such other information as may be determined by the Director, acting reasonably, from time to time.

Rental:

- d. the Gross Household Income and household composition for the Rental Units rented to new tenants during the year, in a form acceptable to the Director.
- 5.4 Artscape shall provide a report to the City, substantially in the form of the Resale, Repayment and Activity Report attached as Schedule "E", any sales or repayments of Artscape's Charge, within sixty (60) days of the transaction.
- 5.5 Artscape agrees to provide such other information, documentation or reports as reasonably requested by the City from time to time.

6. RECORD KEEPING REQUIREMENTS

- 6.1 Artscape is responsible for retaining the following documents for a minimum period of seven years:
- a. all approved applications;
 - b. the Canada Revenue Agency Notice of Assessment or other documentation verifying household income for all members of the Eligible Purchaser's household or other proof of income;
 - c. copies of photo identification for each Eligible Purchaser;
 - d. annual Declarations of Occupancy;
 - e. records of actions taken by Artscape with respect to any defaults under the terms of Artscape's Charge;
 - f. income verification documentation for the tenants of the Rental Units; and

- g. any other documentation pertinent to the administration of the Program with respect to the Units, as determined by the Director or Artscape, from time to time.

7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 Artscape agrees to indemnify the City and save it harmless from one hundred percent (100%) of all damages, losses, costs and expenses incurred by the City as a result of the negligence or willful misconduct of Artscape, or those for whom Artscape is, in law, responsible.

8. EVENTS OF DEFAULT

The following shall be considered events of default by Artscape under this Agreement:

- a. failure to follow the Program as determined by the City, in its sole discretion;
- b. entering into an Assignment with a purchaser who Artscape knew or ought to have know is not as an Eligible Purchaser;
- c. failure to obtain an Annual Declarations of Occupancy in accordance with the terms of this Agreement;
- d. failure to verify the Household Income for a Rental Unit, on initial occupancy;
- e. renting a Rental Unit to a tenant who Artscape knew or ought to have known did not qualify to rent a Rental Unit;
- f. failure to report to the City, in accordance with the terms of this Agreement; and
- g. failure to keep the records required by the terms of this Agreement.

9. REMEDIES

- 9.1 If an event of default occurs and the default is not corrected within thirty (30) days after written notice has been given to Artscape, the Director may, by written notice to Artscape:
 - a. request specific corrective or clarifying actions be taken, as determined by the Director, in his sole discretion; or
 - b. terminate this Agreement, demand assignment of all Artscape's Charges and a transfer of the Rental Units to the City.

- 9.2 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 9.3 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a continuing waiver unless otherwise provided.

10. NOTICE

10.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) sent by facsimile communication and confirmed by mailing the original document so sent by prepaid mail on the same or following day, addressed as follows:

(i) in the case of notice to the City:

City of Toronto
Metro Hall, 55 John Street
7th Floor
Toronto, Ontario
M5V 3C5

Attention: Director, Affordable Housing Office

Fax No.: 416-392-4219

(ii) in the case of notice to Artscape:

Toronto Artscape Inc.
171 East Liberty Street
Suite 224
Toronto, Ontario
M6K 3P6

Attention: Chief Executive Officer

Fax No.: 416-392-1059

- (b) or at such other address as the party to whom notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communications transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

11. GENERAL

- 11.1 Artscape shall, on seventy-two (72) hours prior written notice, give the City free access to such staff, documents, books, records and accounts as may be reasonably required by the City, for the purpose of verifying compliance with this Agreement. It is understood and agreed that this right to access for documents books, records and accounts shall exist for each unit for a period of up to five (5) years after each Artscape mortgage is discharged or each lease is terminated for a unit.
- 11.2 Artscape represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the Minster in the performance of its obligations under this Agreement.
- 11.3 It is understood that the *Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 11.4 Artscape represents and warrants that:
 - (a) it shall preserve the PIPEDA compliance of all PIPEDA Protected information transferred to it by the City;
 - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
 - (c) it shall ensure the PIPEDA compliance of all Protected Information that it transfers to the City.
- 11.5 Nothing in this Agreement is to be construed as authorizing one party to contract for or incur any obligations on behalf of the other to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and Artscape as partners of each other.
- 11.6 No officer, director, shareholder or member of Artscape, or any family of any officer, director, shareholder or member of Artscape shall be entitled to any benefit arising from

this Agreement, including without limitation, any contract, agreement or commission arising from or related to the Program.

- 11.7 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and their respective solicitors on their behalf, who are hereby expressly appointment in this regard.
- 11.8 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 11.9 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 11.10 The headings and subheading contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 11.11 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 11.12 This Agreement shall be read with all changes of gender and number required by the context.
- 11.13 Each of the parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Parties, execute and deliver to the other Parties a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 11.14 Artscape shall not assign this Agreement without the prior written consent of the City, which consent may be withheld by the City, acting in its sole discretion.

11.15 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 10.4 restricting Artscape's ability to assign this Agreement.

IN WITNESS THEREOF this Agreement has been executed by the Parties.

CITY OF TORONTO

per: 

Name: Sean Gadon

Title: Director, Affordable Housing Office

I have the authority to bind the Corporation.

TORONTO ARTSCAPE INC.

per: 

Name: Tim Jones

Title: President

Per: 

Name: Celia Smith

Title: Executive Vice President

I have the authority to bind the Corporation.

APPROVED AS TO FORM

For Anna Kinastowski
City Solicitor

Authorized by Toronto and East York Community
Council Item 8.1 as adopted by City of Toronto
Council on July 12, 13 and 14, 2011

SCHEDULE "A"

PURCHASER ELIGIBILITY CRITERIA

A person seeking to be approved as an Eligible Purchaser must meet each of the following criteria at the time he or she applies for such approval:

- 1) be at least 18 years old and be a legal, permanent resident of Canada;
- 2) is currently renting his or her home and neither owns a home nor has an ownership interest in a home;
- 3) is not living in a spousal relationship with a person who owns a home or who has an ownership interest in a home;
- 4) meets the definition of Artist or Non-Profit Art Professional as that term is defined from time to time by Artscape's Advisory Committee for the purpose of its Program;
- 5) the total household annual income of all members of the individual's household cannot exceed at the time of application \$84,000.00 or such amount as the City may set from time to time. The household of an Eligible Purchaser shall be deemed to include and be limited to:
 - (i) the Eligible Purchaser;
 - (ii) any person with whom the Eligible Purchaser is living in a spousal relationship; and
 - (iii) any person over the age of eighteen (18) expected to be normally resident with the Eligible Purchaser at the time of the first occupancy of the Unit.
- 6) is qualified to obtain his or her own primary financing for the purchase of the Eligible Unit; and
- 7) is able to provide the following:
 - i) copy of photo identification;
 - ii) an original notice of assessment from Canada Revenue Agency or other equally reliable evidence of a stable source of income, as determined by Artscape; and
 - iii) a declaration that all information provided in the application is true and correct.

SCHEDULE "B"

ANNUAL DECLARATION OF OCCUPANCY

Artscape will use a declaration of occupancy substantially in the form below:

This will confirm that the undersigned [name of Eligible Purchaser] continues to occupy the property known as [Unit # _____, 210 Simcoe Street, Toronto] as my principal residence and at no time in the past year have I rented the property or ceased, in any way to occupy the property as my principal residence.

DATED at the City of Toronto this _____ day of _____, 20____

[signature of Eligible Purchaser]

SCHEDULE "C"

PROGRESS REPORT

Artscape will use a form substantially in the form below for reporting to the City on a quarterly basis during the Sales period and until all Assignments for Agreement for Units have closed.

Units: 210 Simcoe Street

Date: _____

Report Number: _____

Unit No.	Purchaser Name	Household Size		Household Income	From Social Housing	From Social Housing Waiting List	Loan Amount	Purchase Price	Scheduled Closing Date
		Adults	Children						

I hereby confirm that the above Purchasers and Units comply with all provisions and eligibility requirements set out in Schedule "A".

Name

Title

Signature

Date

SCHEDULE "D"

FINAL REPORT ON UNIT SALES

Artscape will use the following reporting form when all Units sales have been completed:

Units: 210 Simcoe Street

Date: _____

Unit No.	Purchaser Name	Client Type	Household Size		Household Income	From Social Housing	From Social Housing Waiting List	Purchase Price	Loan Amount	Closing Date
			Adults	Children						

Legend

1. Client Type

Family, Senior, Single, Aboriginal, Disabled, Recent Immigrant, or non-specific clientele

I hereby confirm that the above mentioned Purchasers comply with all provisions and eligibility requirements of the Artscape Home Ownership Assistance Program and the agreement with the City.

 Name Title Signature Date

SCHEDULE "E"

RESALE, REPAYMENT AND ACTIVITY REPORT

Artscape will use a form substantially in the form below for reporting to the City after any resale, repayment or other material activity affecting the Units as it occurs.

Units: 210 Simcoe Street

Date: _____

With respect to any resale of an Eligible Unit, cessation of occupancy by Eligible Purchaser:

Unit No.	Original Purchaser Name	Original Purchase Price	New Purchaser Name	Resale Price (if applicable)	Current Fair Market Value	Appreciation Since Original Purchase	Appreciation Payable under Artscape Mortgage	Reason for Payment	Date Payment Received

With respect to new purchasers through the resale of an Eligible Unit:

Unit No.	Purchaser Name	Client Type	Household Size		Household Income	From Social Housing	From Waiting List	Purchase Price	Loan Amount	Closing Date
			Adults	Children						

Authority: Executive Committee Item 45.50,
as adopted by City of Toronto Council on July 6, 7 and 8, 2010
Enacted by Council: July 8, 2010

CITY OF TORONTO

BY-LAW No. 778-2010

This is Exhibit "J" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

To authorize the entering into of an agreement for the provision of a municipal capital facility by Toronto Artscape Inc. on land municipally known as 38 Abell Street.

WHEREAS the City's By-law No. 282-2002, *A Municipal Housing Facility By-law* provides that the City may enter into agreements for the provision of affordable housing, as a municipal capital facility and that the City may exempt, from taxation for municipal and school purposes, land or a portion of land on which an affordable housing facility is or will be located; and

WHEREAS the *City of Toronto Act* also provides that the City may exempt from taxation for municipal and school purposes land or a portion of it on which municipal capital facilities are, or will be located and an agreement from municipal capital facilities may allow for the provision of the facilities; and

WHEREAS Toronto Artscape Inc. has been approved by Council for an exemption from taxation for municipal school purposes for its affordable housing project being constructed on land municipally known as 38 Abell Street; and

WHEREAS Council is desirous of entering into a municipal capital facility agreement for setting out the terms and conditions of the funding with Toronto Artscape Inc.;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The City of Toronto is authorized to enter into an agreement with Toronto Artscape Inc. for the provision of municipal capital facilities at the premises and housing project described in Schedule "A" hereto, in accordance with By-law No. 282-2002.

ENACTED AND PASSED this 8th day of July, A.D. 2010.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

SCHEDULE "A"**DESCRIPTION OF PREMISES AND PROJECT****LEGAL DESCRIPTION**

The condominium to be created (the Artscape Condominium) is to be located on part of those lands and premises in the City of Toronto, Ontario (herein referred to as the Property) legally described as Part of Ordnance Reserve, Plan A Ordnance Reserve Toronto; Part of Abell Street, as Closed by By-law No. D33202, being Parts 1 & 2; Plan 66R-23469, registered in the Land Titles Division of the Toronto Registry Office (No. 66); being part of PIN 21298-0422.

PROJECT

The construction of a condominium within a building also registered as a condominium, the total units in the structure being 440, the total units in the condominium being developed by Toronto Artscape Inc. is 67 units, 20 of which are affordable rental housing units, at 38 Abell Street, Toronto.

Authority: Executive Committee Item 45.50,
as adopted by City of Toronto Council on July 6, 7 and 8, 2010
Enacted by Council: July 8, 2010

This is Exhibit "K" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

CITY OF TORONTO

BY-LAW No. 779-2010

To authorize the exemption from taxation for municipal and school purposes for the municipal capital facility for affordable housing located on land municipally known as 38 Abell Street.

WHEREAS the City's By-law No. 282-2002, *A Municipal Housing Facility By-law* provides that the City may enter into agreements for the provision of affordable housing, as a municipal capital facility and that the City may exempt, from taxation for municipal and school purposes, land or a portion of land on which an affordable housing facility is or will be located; and

WHEREAS the *City of Toronto Act* also provides that the City may exempt from taxation for municipal and school purposes land or a portion of it on which municipal capital facilities are, or will be located and an agreement from municipal capital facilities may allow for the provision of the facilities; and

WHEREAS Toronto Artscape Inc. has been approved by Council for an exemption from taxation for municipal school purposes for land municipally known as 38 Abell Street; and

WHEREAS the City and Toronto Artscape Inc. will enter into a municipal capital facility agreement for setting out the terms and conditions of the provision of the exemption from taxation for municipal and school purposes;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The land and municipal capital facility located at 38 Abell Street, Toronto, and described in Schedule "A" (the "Premises") shall, subject to paragraph 2, be exempt from taxation for municipal and school purposes while this by-law is in force and so long as the Premises are used as a municipal capital facility, namely as affordable housing.
2. The tax exemptions referred to herein shall be effective the date that Toronto Artscape Inc. enters into a municipal capital facility agreement, or the date Toronto Artscape Inc., takes title to the land municipally known as 38 Abell Street, whichever is later, and shall continue for a period of 25 years thereafter.
3. This by-law shall be deemed repealed:
 - (a) if the Housing Provider fails to enter into an municipal housing project facility agreement with the City which meets the requirements set out in City of Toronto By-law No. 282-2002 (the "Agreement");
 - (b) if the Housing Provider ceases to occupy the Premises without having assigned the Agreement to a person approved by the City in accordance with the Agreement;

- (c) if the Housing Provider or its successor in law ceases to use the Premises for the purposes of affordable housing in accordance with City of Toronto By-law No. 282-2002; and/or
- (d) if the Agreement is terminated for any reason whatsoever.

ENACTED AND PASSED this 8th day of July, A.D. 2010.

SANDRA BUSSIN,
Speaker

ULLI S. WATKISS
City Clerk

(Corporate Seal)

SCHEDULE "A"

DESCRIPTION OF PREMISES AND PROJECT

LEGAL DESCRIPTION

The condominium to be created (the Artscape Condominium) is to be located on part of those lands and premises in the City of Toronto, Ontario (herein referred to as the Property) legally described as Part of Ordnance Reserve, Plan A Ordnance Reserve Toronto; Part of Abell Street, as Closed by By-law No. D33202, being Parts 1 & 2; Plan 66R-23469, registered in the Land Titles Division of the Toronto Registry Office (No. 66); being part of PIN 21298-0422.

PROJECT

The construction of a condominium within a building also registered as a condominium, the total units in the structure being 440, the total units in the condominium being developed by Toronto Artscape Inc. is 67 units, 20 of which are affordable rental housing units, at 38 Abell Street, Toronto.

Authority: Toronto and East York Community Council Item 36.6,
as adopted by City of Toronto Council on August 25, 26 and 27, 2010
Enacted by Council: August 27, 2010

This is Exhibit "L" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

CITY OF TORONTO

BY-LAW No. 1014-2010

**To adopt Amendment No. 132 to the Official Plan for the City of Toronto
with respect to lands municipally known as 180 Shaw Street.**

WHEREAS authority is given to Council under the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The attached Amendment No. 132 to the Official Plan is hereby adopted pursuant to the *Planning Act*, R.S.O. 1990, c.P. 13, as amended.

ENACTED AND PASSED this 27th day of August, A.D. 2010.

DAVID R. MILLER,
Mayor

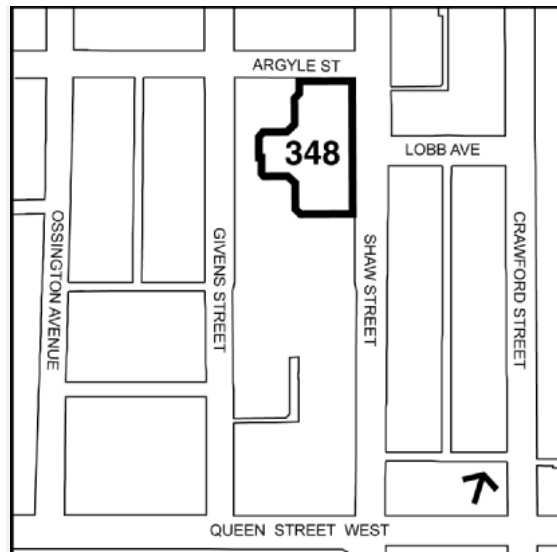
ULLI S. WATKISS
City Clerk

(Corporate Seal)

AMENDMENT NO. 132 TO THE OFFICIAL PLAN**LANDS MUNICIPALLY KNOWN IN THE YEAR 2009 AS 180 SHAW STREET**

The Official Plan of the City of Toronto is amended as follows:

1. Chapter 7, Site and Area Specific Policies, is amended by adding Site and Area Specific Policy No. 348 for lands municipally known in 2009 as 180 Shaw Street, as follows:
 348. Work space for artists and not-for-profit arts and community organizations, including but not limited to: production, exhibition, education, programming and administrative space is permitted. One small-scale restaurant is permitted.



2. Chapter 7, Map 29, Site and Area Specific Policies, is amended to add the lands municipally known in 2009 as 180 Shaw Street shown on the map above as Site and Area Specific Policy No. 348.

Authority: Toronto and East York Community Council Item 36.6,
as adopted by City of Toronto Council on August 25, 26 and 27, 2010
Enacted by Council: August 27, 2010

This is Exhibit "M" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

CITY OF TORONTO

BY-LAW No. 1015-2010

To amend the General Zoning By-law No. 438-86 of the former City of Toronto with respect to lands municipally known as 180 Shaw Street.

WHEREAS authority is given to Council by Section 34 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, to pass this By-law; and

WHEREAS Council of the City of Toronto has provided adequate information to the public and has held at least one public meeting in accordance with the *Planning Act*;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. None of the provisions of Sections 2(1) with respect to the definition of *artist's or photographer's studio, lot, or restaurant*, 4(6), 6 (1), 6(3) Part I, 6(3)Part II 3, 6(3) Part II 4 and 6(3) Part III 1(A), of By-law No. 438-86, as amended, shall apply to prevent the retention, renovation and use of the former Shaw Street School, as existing on the *lot* in the year 2010, for the purposes of a centre for non-profit arts and community programming on the lands outlined by heavy lines on Map 1 of this By-law, provided that:
 - (1) the total *non-residential gross floor area* does not exceed 7,200 square metres;
 - (2) in addition to all other uses permitted in Section 6 (1), the following uses are permitted: *artist's or photographer's studios, multi-purpose rooms, multi-purpose area, performing arts studios, non-profit community use, gallery space, meeting, classroom and administration spaces*;
 - (3) one *loading space - type B* and one *loading space - type C* are provided and maintained on the lot;
 - (4) notwithstanding the parking requirement in Section 4(4)(b), no parking spaces are required for the uses identified in paragraph (2).
2. For the purposes of this By-law:
 - (a) "*artist's or photographer's studio*" shall mean a studio or workshop used for the production and display of art and photography, or a *designer's studio*;
 - (b) "*lot*" shall mean the area delineated by heavy lines on Map 1;
 - (c) "*multi-purpose rooms*" or "*multi-purpose area*" shall mean rooms or areas used for the display and exhibition of art, cultural and community events, a meeting, classroom and administration spaces;

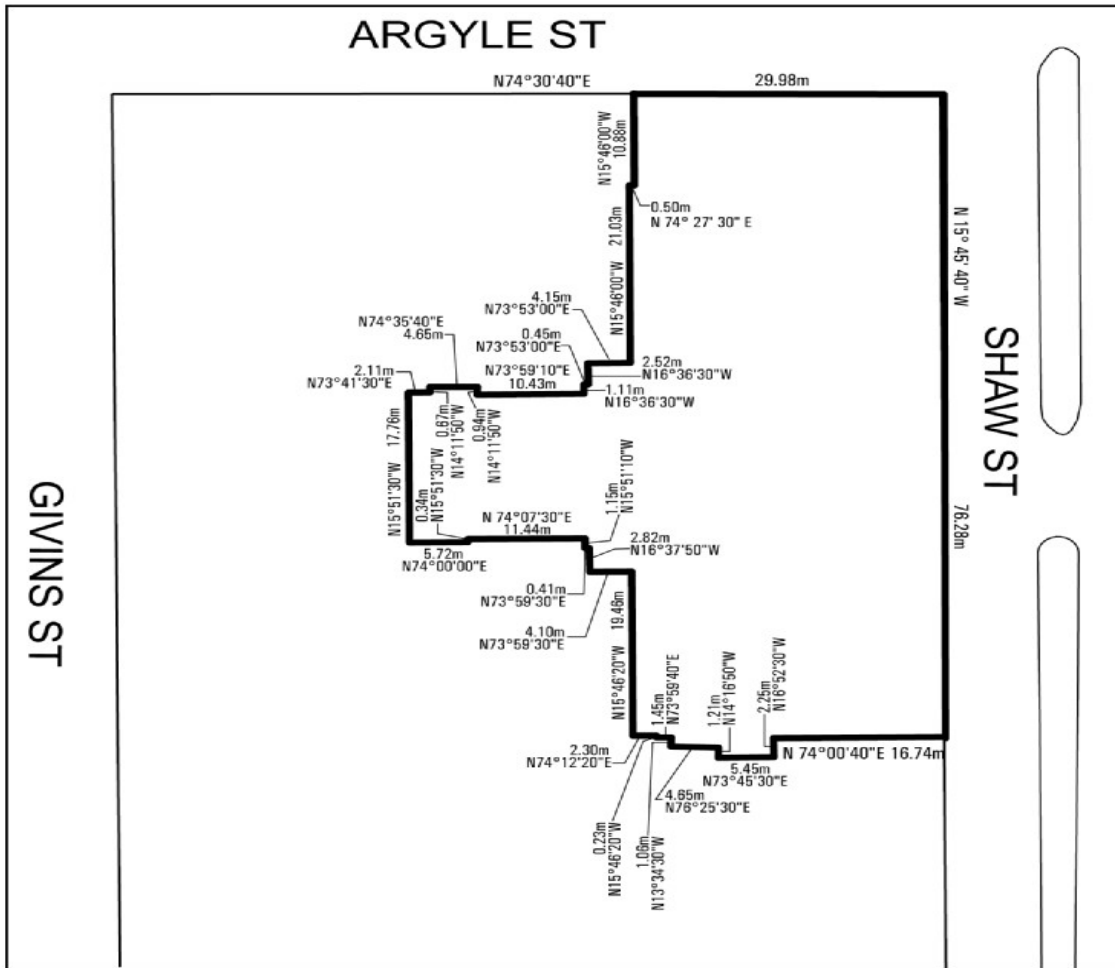
- (d) "*non-profit community use*" shall mean a use operated by a *non-profit organization* as office or meeting space and such office or meeting space may also be used for cultural and artistic or educational activities;
- (e) "*non-profit organization*" shall mean:
- (i) a corporation without share capital to which the provisions of Part III of the *Corporations Act*, R.S.O. 1990, c.C.38, as amended, apply; or
 - (ii) a *non-profit organization*, a charitable organization or registered charity, as those terms are defined in the *Income Tax Act*, R.S.C. 1985, Chapter 1 (5th Supp.), as amended.
- (f) "*restaurant*" shall mean a portion of a building used for the preparation and cooking of meals and the sale of food and beverages to the public while they are seated, for consumption on the premises and incidental take-out service and is subject to the following restrictions:
- (i) only one *restaurant* shall be permitted on the *lot*;
 - (ii) the *restaurant* use shall be to a maximum of 100 sq.m of *non-residential gross floor area*;
 - (iii) no outdoor or rooftop patio shall be permitted;
3. Each word or expression which is italicized herein shall have the same meaning as such word or expression as defined in the aforesaid By-law No. 438-86, as amended, unless otherwise defined in this By-law.
4. 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.

ENACTED AND PASSED this 27th day of August, A.D. 2010.

DAVID R. MILLER,
Mayor

ULLI S. WATKISS
City Clerk

(Corporate Seal)



TORONTO City Planning
Map 1

180 Shaw Street

File # 10_153172

↑
 Not to Scale
 07/29/2010



This is Exhibit "N" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

LEGAL SERVICES

Wendy Walberg, LL.B., LL.M., C.S.*

City Solicitor

26th Floor, Metro Hall, Stn. 1260

55 John Street

Toronto, ON M5V 3C6

Tel 416 - 392 - 8047

** Certified by the Law Society as a Specialist in Municipal Law*

Reply to: **Christopher J. Henderson, M.P.A., LL.B.**
Deputy Director,
Land Development & Real Property Litigation
Tel: 416 – 397 – 7106
Email: Christopher.Henderson@toronto.ca

Reply To: **Michele A. Wright, B.A., LL.B.**
Deputy Director,
Commercial & Technology Litigation
Tel: 416 – 397 - 5342
Email: Michele.A.Wright@toronto.ca

File No. L9000-4500=652=2023=209200944

VIA EMAIL:

September 20, 2023

Messrs. Timothy C. Hogan, Chris Hamber and Thomas Masterson
Harrison Pensa LLP
1101 - 130 Dufferin Avenue
London, ON N6A 5R2

Dear Counsel:

Re: **Toronto Dominion Bank v. Toronto Artscape Inc.**
Court File No: TBD

I write to raise some issues of concern to the City in response to the Applicant’s draft Notice of Application, in particular, the draft Appointment Order, as revised on September 15, 2023 (the “revised Order”) in advance of our meeting, to discuss appropriate next steps.

As set out below, the City has concerns with respect to: (1) how the revised Order contemplates different types of properties will be treated and (2) how the interests of third party tenants, some of whom are residential tenants of limited financial means, will be protected in the Receivership.

Refining the Definition and Treatment of Different Properties

The City has no objection or interest in the manner in which the revised Order contemplates the Artscape Daniels Launchpad be treated.

However, in the City’s view, the inclusion of four other properties, namely, the following:

Artscape Sandbox – 301 Adelaide Street West

Artscape Triangle Lofts – 38 Abell Street

Artscape Lofts – 210 Simcoe Street

Artscape Youngplace – 180 Shaw Street

within a common definition of “Real Property” is not appropriate because TD does not have the same rights in these four other properties that it does in the Artscape Daniels Launchpad.

The manner in which the proposed revised Order contemplates these four properties be treated does not reflect the various rights the City has in these properties. The City's various registered interests (discussed in more detail below) are in priority to TD's unregistered General Security Agreement. Each of the other properties are subject to secured restrictions in favour of the City respecting the sale, transfer, and/or encumbrance of each property.

Therefore, the Receiver should not be given the same rights in these properties that it is proposed to be given over the Artscape Daniels Launchpad.

Artscape Sandbox – 301 Adelaide Street West

This property is approximately 420 m² of community performance space located at ground level in the same building as a residential condominium.

This property is subject to a s. 37 *Planning Act* agreement with the City, registered in first priority to the other interest-holders on title. The s. 37 *Planning Act* agreement is therefore in priority to TD's General Security Agreement.

The s. 37 *Planning Act* agreement contains the following clauses, among others:

- 5.1 – the property must be used as a community performance space;
- 5.2 – the property is subject to an option to purchase by the City, for nominal consideration, in the event the space is not used by Artscape for community performance purposes; and
- 5.4 – the use of the property, whether by Artscape or the City, must be for arts and culture uses.

In addition, there is a s. 118 *Land Titles Act* restriction on title prohibiting any conveyance, transfer, charge, disposition, or encumbrance without the consent for the City, for a period of 50 years (ie. until 2065).

Artscape Triangle Lofts – 38 Abell Street

This property is a mixed use property including affordable residential rental units together with an art gallery and café.

Similar to the Artscape Sandbox, these units are also subject to a s. 37 *Planning Act* agreement with the City, registered in first priority to the other interest-holders on title (and is therefore in priority to mortgages with entities other than TD, as well as TD's unregistered interests).

The s. 37 *Planning Act* secures the conveyance of the units at below market rates as an in-kind community benefit from the developer that are to be either owned and operated by the City, or if so determined by the City, owned and/or operated on the City's behalf, by a non-profit arts entity as affordable live/work units or affordable artist studios. The agreement confirms their intended non-profit use and further provides for the sale and fit-up of these community benefit units (s. 8).

Further, there is a s. 118 *Land Titles Act* restriction registered in priority to the mortgages on title, which prohibits any transfer of interest, "in whole or in part", without the consent of the City of Toronto's Director of Affordable Housing, to preserve the use of the units as affordable

rental housing in accordance with the City's Contribution Agreement with Artscape dated August 11, 2010 (as amended).

We would bring to your attention by way of example: Unit 2, Level 2, TCCC 2118 [PIN 76118-0016 (LT)]

Artscape Lofts – 210 Simcoe Street

This property is made up of various residential units, including affordable rental.

Similar to the above properties, these units are also subject to a s. 37 *Planning Act* agreement with the City, registered in first priority to the other interest-holders on title (and is therefore in priority to TD's unregistered interests).

The s. 37 *Planning Act* agreement secures the conveyance of the units at below market rates as an in-kind community benefit from the developer that are to be either owned and operated by the City, or if so determined by the City, owned and/or operated on the City's behalf, by a non-profit arts entity as affordable live/work units or affordable artist studios.

The agreement further provides that in the event any of the units are sold in the open market at fair market value, the proceeds of the sale(s) shall go towards the provision of affordable housing in the area (s. 4.4).

Further, there is a s. 118 *Land Titles Act* restriction registered on title, which prohibits any transfer of interest, "in whole or in part", without the consent of the Chief Planner and Executive Director of Community Planning, in order to preserve the intended long term use of the units in accordance with the s. 37 *Planning Act* agreement and the City's Contribution Agreement with Artscape dated November 2014.

Artscape Youngplace – 180 Shaw Street

This property is a mixed use arts redevelopment in a former Toronto District School Board ("TDSB") property. There are a variety of tenants, all of whom must use their leased premises for arts and culture purposes.

The City's Official Plan and zoning bylaws were amended on a site specific basis to require that the property be zoned for the following uses: "Work space for artists and not-for-profit arts and community organizations, including but not limited to: production, exhibition, education, programming and administrative space is permitted. One small scale restaurant is permitted."

Further, as a condition of the Consent Agreement between the City of Toronto, the TDSB, and Toronto Artscape Inc., Artscape was to develop a centre for arts and community programming, in keeping with the aforementioned Official Plan and Zoning Bylaw amendments.

The City has a tax incremental financing grant secured on title (Instrument Nos. AT3012728 as amended by AT4137121) which provides for the termination of further grant payments, and repayment of grants already paid, with interest, in the event the property is used for an "ineligible use" – the eligible uses are limited to work spaces for artist and not for profit arts and community organizations. The City's secured interest has priority over TD's unsecured General Security

Agreement.

Conclusion re. Definition of Real Property

In the City's view, some of the terms in the proposed Order are over-broad as they apply to these properties other than the Artscape Launchpad.

Among the terms which the City asserts cannot or should not be applied to the Artscape Sandbox, Triangle Lofts, Simcoe Lofts, and Youngplace are the provisions in the revised Order that entitle the Receiver:

- (a) 3b – to change the locks;
- (b) 3c & p – enter into agreements (unless such agreements are consistent with the s. 37 *Planning Act* agreements or other restrictions on title and are consented to by the City);
- (c) 3j – engage in efforts to sell the properties;
- (d) 19 – 22 – impose a Receiver's charge on the properties.

Therefore, among the issues we would like to discuss is editing the revised Order to delete the global reference to "Real Property," and draft separate defined terms for either individual properties or properties with similar characteristics and restrictions. This would permit the parties to review each term of the revised Order to determine which defined term or terms is appropriate in each clause. The City proposes the following terms to replace the reference to "Real Property":

- (a) "Artscape Launchpad"; and
- (b) "Artscape Community Properties" defined either as all real property other than Artscape Launchpad, or individually defined with reference to municipal addresses and/or legal descriptions.

Interests of Third Party Residential Tenants

Second, the revised Order does not provide certainty that there will be uninterrupted delivery of essential services at properties currently tenanted, some of which are owned by the City and other third parties, and in respect of which Artscape is providing residential property management services on a not-for-profit basis.

Included in the expansive definition of "Real Property" are properties owned by the City, or another third party, at which Artscape provides property management services as landlord to residential tenants on a not for profit basis (and where Artscape is the head tenant), including the following:

- Weston Common – 33 King Street & 34 John Street (26 residential units)
- Bayside Lofts – 30 Merchant's Wharf (80 residential units)
- Parkdale Arts & Cultural Centre – 1313 Queen Street W (9 residential units)
- Gibraltar Point – Toronto Island
(the "Residential Housing Properties")

There are also other properties owned by the City, or another third party, at which Artscape presently provides property management services on a not for profit basis to artists.

We are advised by Artscape and its counsel that it has been engaged with TD in a productive discussion to explore how those concerns could be addressed. In particular, we understand TD, Artscape, the City, and other not for profit property management providers, are exploring how these services can continue in a manner that is acceptable to all parties. Assuming that is the case, we would like to discuss the appropriate terms for the revised Order.

In addition, the Order should include provisions that will reflect the Receiver's obligations to tenants under the *Commercial Tenancies Act* and the *Residential Tenancies Act* unless and until these obligations are assigned, as the wording in proposed paragraph 3 is arguably not consistent with these obligations.

We are hopeful this letter will serve as the basis for the start of a productive discussion on these issues.

Sincerely,

A handwritten signature in dark ink, consisting of several overlapping, horizontal strokes that form a cursive, somewhat abstract shape.

Christopher J. Henderson
Deputy Director,
Land Development and Real Property Litigation
/cjh/mw/jd/qh/ch

c: Craig Mills, Lawyer for Artscape

LEGAL SERVICES**Wendy Walberg, LL.B., LL.M., C.S.***

City Solicitor

26th Floor, Metro Hall, Stn. 1260

55 John Street

Toronto, ON M5V 3C6

Tel 416 - 392 - 8047

** Certified by the Law Society as a Specialist in
Municipal Law*

Reply to: **Christopher J. Henderson, M.P.A., LL.B.**
Deputy Director,
Land Development & Real Property Litigation
Tel: 416 – 397 – 7106
Email: Christopher.Henderson@toronto.ca

Reply To: **Michele A. Wright, B.A., LL.B.**
Deputy Director,
Commercial & Technology Litigation
Tel: 416 – 397 - 5342
Email: Michele.A.Wright@toronto.ca

File No. L9000-4500-652-2023-209200944

VIA EMAIL:

October 6, 2023

Messrs. Timothy C. Hogan, Chris Hamber and Thomas Masterson
Harrison Pensa LLP
1101 - 130 Dufferin Avenue
London, ON N6A 5R2

Dear Counsel:

Re: **Toronto Dominion Bank v. Toronto Artscape Inc.**
Court File No: TBD

Thank you for discussing this matter with us on September 27, 2023, and your follow-up email of October 5, 2023.

As discussed in the call, we are writing to provide you with the City's position regarding certain matters about which you had requested further clarification.

Affordable Artist Live-Work Rental Units**Twenty Rental Units at Artscape Triangle Lofts (38 Abell Street)**

The s. 118 *Land Titles Act* restriction registered on title to these properties and the applicable zoning is such that Artscape's twenty artist live/work units can only be sold to a non-profit housing provider, and the purchaser must enter into secured agreements with the City to provide the units as affordable rental housing for a total of thirty-seven years.

First, the s. 118 *Land Titles Act* restriction registered on title to each of these residential properties precludes their sale without the City's consent. In principle, the City would consent to the sale of these properties if they are sold to an entity which has a demonstrated intention and ability to use the space in a manner consistent with the zoning by-law and the Official Plan Amendment, including agreeing to assume the obligations of the City's Contribution Agreement with Artscape dated August 11, 2010 that pertain to the rental units.

Second, the building is subject to City of Toronto zoning by-law 1169 – 2009 (as amended by by-law 784-2010) and Official Plan Amendment 121.

The zoning by-law requires that the building have a minimum of 3,750 m² of non-residential gross floor area. Of that, only 521 m² can be retail and service shops. The remaining 3,229 m² must be one of:

- (a) affordable artists or photographer's studios;
- (b) affordable performing arts studios;
- (c) affordable designer's studios, or
- (d) artist / live work units.

The zoning bylaw, as amended, in conjunction with the Official Plan Amendment, provides that there must be twenty artist live/work studios, and they can only be counted toward the minimum required non-residential gross floor area if they are:

- (a) Owned by a non-profit housing provider;
- (b) Rented at no more than 0.8 times the Canada Mortgage and Housing average market rent for dwelling units of similar size in the City;
- (c) Secured in one or more agreements with the housing provider as affordable rental housing for a term of at least 25 years; and
- (d) Secured in one or more agreements with the housing provider as affordable rental housing for an additional term, for a combined term of 50 years.

The units have been operated as affordable rental housing for approximately thirteen years, so the balance left in the required term is 37 years.

Should any of the artist live/work units be sold to an entity / used in a manner which fails to comply with the Official Plan Amendment definition, the required number of artist live/work studios required by the zoning by-law will not be met. That will cause the entire condominium building to be out of compliance with its zoning, which is contrary to the *Planning Act*. All of this would provide a basis for the City to refuse to consent to the transfer of the units.

We note there are also two Artscape-owned condominium units which are used for non-profit arts and culture uses (an art gallery), and were referenced in our previous letter. For the zoning at the property to remain in compliance (as discussed above), these units need to be used as one of (a) affordable artists or photographer's studios; (b) affordable performing arts studios; or (c) affordable designer's studios.

Two Rental Units - Artscape Lofts (210 Simcoe Street)

First, the s. 118 *Land Titles Act* restriction registered on title to each of these residential properties precludes their sale without the City's consent.

In addition, as we previously advised, the s. 37 *Planning Act* agreement for this property:

Secure[s] the conveyance of the units at below market rates as an in-kind community benefit from the developer that are to be ... owned and/or operated on the City's behalf, by a non-profit arts entity as affordable live/work units or affordable artist studios.

In principle, the City would consent to the sale of the properties to an entity which has a

demonstrated intention and ability to use the space in this manner. This includes requiring any proposed purchaser to assume the obligations of the City's Contribution Agreement with Artscape dated November, 2014 that pertain specifically to the rental units.

Artist Live/Work Units

Fifteen Units at Artscape Youngplace (180 Shaw Street)

As we previously advised, this property is zoned to permit:

Work space for artists and not-for-profit arts and community organizations, including but not limited to: production, exhibition, education, programming and administrative space is permitted. One small scale restaurant is permitted.

Therefore, in principle, the City would not object if the proposed Receiver sold these units to an entity which has a demonstrated intention and ability to use the space in these manners that are authorized (and not some other unauthorized manner).

Shared Appreciation Mortgages and Options to Purchase

(Artscape Lofts 210 Simcoe Street, Artscape Pace 155-163 Dundas Street East, Artscape Waterworks 505 Richmond Street West, Triangle Lofts 38 Abell Street)

The shared appreciation mortgages and options to purchase are currently held by Artscape to secure the objectives of the s. 37 *Planning Act* agreements and/or the Home Ownership Assistance Program (HOAP) agreements as applicable in respect of specific properties. The objectives are to ensure the ongoing affordability of the units for eligible artists, and to secure the financial contributions of the City made to ensure the affordability of those units.

Many of the mortgages acknowledge the role of the City in relation to the affordable home ownership program, providing that:

No payment on account of the Principal Amount or interest shall be required from the Chargor until this Charge is to be discharged, unless otherwise consented to by the City of Toronto

and/or

The City of Toronto reserves the right to review and amend the terms of the Charge at any time.

In addition, the HOAP agreements with Artscape further clarified that (by way of example, from s. 4.8 of the HOAP agreement pertaining to 210 Simcoe Street and 155-163 Dundas Street East):

The Charge and all Loan Agreements shall be taken by the Proponent [Artscape] in its own name, but the Proponent shall receive and hold all amounts payable to or received by the Proponent under or in respect of a Loan Agreement or under or in respect of any policy of insurance on the Eligible Unit *as trustee for the City to the extent of the City's beneficial*

interest in each Loan Agreement up to the principal amount of the Loan and any Capital Appreciation Amount attributable thereto. ***[emphasis added]***

Accordingly, it is the City's position that the shared appreciation mortgages are the trust property of the City, not the property of Artscape, and so should not be subject to the receivership pursuant to s. 67(1)(a) of the *Bankruptcy and Insolvency Act*, as the following certainties to establish a trust are made out:

Subject matter – the mortgages, the value of which has not been intermingled with Artscape's assets;

Object – the City, for the purpose of maintaining an affordable ownership program for qualifying modest income artists;

Intent – see the discussion above.

We trust this information is helpful to you. Our understanding is the various documents referenced in this letter have already been provided to you, but if you do not have them, or if you would otherwise like to discuss further, please advise.

Sincerely,



Christopher J. Henderson
Deputy Director,
Land Development and Real Property Litigation
/cjh/maw/qh/ch/jd

c: Craig Mills, Lawyer for Artscape

Christopher J Henderson

This is Exhibit "O" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

From: Christopher J Henderson
Sent: 02/07/2024 11:22 AM
To: rmoses@foglers.com; Francis, Catherine
Subject: Artscape - Re Future Directions for 38 Abell, 210 Simcoe and 180 Shaw Properties
Attachments: Artscape - Letter Sept 20 2023.pdf; Artscape - Letter Oct 5 2023.pdf; By-law 1169-2009.pdf; By-law 784-2010.pdf; By-law 783-2010 OPA 121.pdf; [AT2483854] 150 Sudbury Street_S. 37_Aug 28 2010.pdf; [AT2760061] 210 Simcoe Street_S 37_July 21 2011.pdf; AT3922485 118Restriction.pdf; By-law 1015-2010.pdf; By-law 1014-2010 OPA 132.pdf; Youngplace AT3012728 - Imagination Tax Increment Equivalent Grant Agt.pdf; AT3110448 - Restrictions- Document No Dealings Indicator.pdf; 210 Simcoe Signed CA.PDF

Hello Rachel and Catherine:

Thanks for the call on Thursday, as discussed, attached are the following:

(1) Overview of the City's Analysis Of the Issues at Three Properties at Issue

See my letters of September 20 and October 5.

For the September 20 letter, the relevant discussion starts on pg. 2, Artscape Triangle Lofts, and continues to end of page 3, Artscape Youngplace.

For the October 5 letter, the relevant discussion is page 1 – mid way through page 3.

(2) 38 Abell

The most directly relevant are the zoning, Official Plan Amendment, and s. 118 Land Titles Act restriction. See attached by-laws 1169-2009, 784-2010, and 783-2010 (which is the by-law which introduced the official plan amendment), and the s. 118 restriction, registered in August, 2012.

Thanks for your follow-up email on Saturday about the s. 37 *Planning Act* Agreement and the Incentives Contribution Agreement. Those documents are separate. See the attached s. 37 *Planning Act* Agreement, and also, the Contribution Agreement (2010), with two short subsequent amending agreements.

(3) 210 Simcoe

Attached is the s. 37 *Planning Act* Agreement, the s. 118 Land Titles Act restriction, and contribution agreement.

(4) 180 Shaw

Attached are Toronto by-laws 1014-2010 (being the Official Plan Amendment) and 1015-2010, as well as the Tax Increment Grant Agreement, which contains a repayment obligation if the lands are used for unauthorized uses.

When we spoke I mentioned an arts and culture foundation had contacted the City expressing interest in exploring purchasing 180 Shaw. I understand they recently contacted the Receiver directly about this.

Thanks. My Real Estate Law, Commercial Law and Planning Law colleagues who are more well versed in some of the details of these various documents and instruments, and the manner in which they are registered, can make themselves available if you have further questions.

C.

Christopher J. Henderson, M.P.A., LL.B.
Deputy Director, Land Development and Real Property Litigation

City of Toronto Legal Services Division

Tel: 416 – 397 – 7106

This email is directed solely to the person(s) named above. Its contents may be privileged and should not be forwarded without consent.

From: Christopher J Henderson
Sent: 01/30/2024 3:19 PM
To: 'Francis, Catherine' <cfrancis@foglers.com>; Moses, Rachel <rmoses@foglers.com>
Subject: RE: Artscape - Quick Discussion Re Future Directions for 38 Abell, 210 Simcoe and 180 Shaw Properties

How about Thursday at 10am? I'll send a WebEx videoconference link (as I have trouble setting up a conference call without dropping one of the participants).

C.

From: Francis, Catherine <cfrancis@foglers.com>
Sent: 01/29/2024 7:12 PM
To: Moses, Rachel <rmoses@foglers.com>
Cc: Christopher J Henderson <Christopher.Henderson@toronto.ca>
Subject: [External Sender] Re: Artscape - Quick Discussion Re Future Directions for 38 Abell, 210 Simcoe and 180 Shaw Properties

I am also available on Thursday and Friday.

Catherine Francis
Partner
Fogler Rubinoff LLP
Lawyers
Direct: 416.941.8861

On Jan 29, 2024, at 6:48 PM, Moses, Rachel <rmoses@foglers.com> wrote:

Hi Christopher,

I am looping my partner Catherine Francis who is also involved in the Artscape file.

I am generally available on Thursday and Friday.

Rachel Moses
Partner
Fogler, Rubinoff LLP

Christopher J Henderson

This is Exhibit "P" referred to in the Affidavit of Doug Rollins, affirmed by Doug Rollins, at the City of Toronto, in the Province of Ontario, before me on this 22nd day of April, 2024, in accordance with O. Reg. 431/20.

Christopher J. Henderson

Christopher J. Henderson
Commissioner for Taking Affidavits

From: Francis, Catherine <cfrancis@foglers.com>
Sent: 04/15/2024 5:35 PM
To: Christopher J Henderson; Moses, Rachel
Cc: Rosemary A. Fisher; Dominique Michaud; Michele A. (Legal) Wright; Trevor Pringle; mmanchanda@spergel.ca
Subject: [External Sender] RE: Artscape - Abell and Simcoe Properties - Regulatory Concerns

Thank you.

On the surface, the Cresford receivership seems to have involved a significantly different factual matrix and considerations.

We disagree with your position on the *Planning Act* and title restrictions. As you have acknowledged (in citing *Third Eye Capital*), the Court has jurisdiction to approve a sale of the units without the City's consent and has jurisdiction to vest off the s. 118 notice, if appropriate.

Whether it is appropriate to do so is a fact-based determination which cannot be decided in a vacuum. It would be a waste of resources to engage in a court adjudication of the appropriateness of a vesting order before the Receiver has undertaken a sale process. If the City intends to oppose approval of the sale process, we will file a factum addressing these matters.

From: Christopher J Henderson <Christopher.Henderson@toronto.ca>
Sent: Monday, April 15, 2024 2:31 PM
To: Francis, Catherine <cfrancis@foglers.com>; Moses, Rachel <rmoses@foglers.com>
Cc: Rosemary A. Fisher <FisherR@simpsonwagle.com>; Dominique Michaud <dmichaud@robapp.com>; Michele A. (Legal) Wright <Michele.A.Wright@toronto.ca>
Subject: RE: Artscape - Abell and Simcoe Properties - Regulatory Concerns

Hi Catherine, the one I was personally involved in was the Cresford Receivership involving the property at 33 Yorkville (attached).

In Cresford, the City didn't have any material financial interest in the project, however, the development required an assignment of various City regulatory agreements in order to proceed. The defined term for the interests at issue in the Order was "the TPA Agreements."

The Sales Process Order included the City within the definition of "Secured Creditor" (despite the City's interests being non-financial in nature) and therefore afforded to the City the same review and consultation rights regarding review and selection of the ultimate transferee as was afforded to the other more traditional financial creditors.

Throughout the Sales Process Order, bidders had to provide specific statements about their proposed treatment of "the TPA Agreements," and their bids were evaluated based on that (among other things). Ultimately the City was consulted with, and agreed, to assign "the TPA Agreements" to the winning proponent.

C.

Christopher J. Henderson, M.P.A., LL.B.
Deputy Director, Land Development and Real Property Litigation
City of Toronto Legal Services Division

Tel: 416 – 397 – 7106

This email is directed solely to the person(s) named above. Its contents may be privileged and should not be forwarded without consent.

From: Francis, Catherine <cfrancis@foglers.com>

Sent: 04/15/2024 2:09 PM

To: Christopher J Henderson <Christopher.Henderson@toronto.ca>; Moses, Rachel <rmoses@foglers.com>

Cc: Rosemary A. Fisher <FisherR@simpsonwagle.com>; Dominique Michaud <dmichaud@robapp.com>; Michele A. (Legal) Wright <Michele.A.Wright@toronto.ca>

Subject: [External Sender] RE: Artscape - Abell and Simcoe Properties - Regulatory Concerns

Can you please provided copies of the Sale Process Orders where you indicate that the City's role as a "regulatory body" under the *BIA* was recognized and reflected in the sale process.

From: Christopher J Henderson <Christopher.Henderson@toronto.ca>

Sent: Monday, April 15, 2024 1:33 PM

To: Francis, Catherine <cfrancis@foglers.com>; Moses, Rachel <rmoses@foglers.com>

Cc: Rosemary A. Fisher <FisherR@simpsonwagle.com>; Dominique Michaud <dmichaud@robapp.com>; Michele A. (Legal) Wright <Michele.A.Wright@toronto.ca>

Subject: Artscape - Abell and Simcoe Properties - Regulatory Concerns

Hello Catherine and Rachel,

We like to set up a time to discuss with you very soon the City's concerns regarding the sale process as it relates to the Abell and Simcoe properties.

The City is concerned that the information provided is incomplete and does not see the proposed sale process as sufficient to bring about compliance with the regulatory obligations that exist regarding those two properties, which we endeavoured to outline to you in our email of February 7.

I've been involved in Sale Process Orders where the City's role as a "regulatory body" under the *BIA* recognized and reflected at various necessary points in the sale process, which we do not see reflected here.

We see the issues that need to be addressed for these two properties as follows:

- A) *Planning Act* compliance – The zoning and Official Plan provisions applicable to the Abell properties makes compliance with zoning conditional on the owner of the property being a party to a housing agreement with the City. The sales process should have a process and timeline where the prospective purchaser engages with the City's Housing Secretariat to either enter into a new housing agreement, or for the City to consent to an assignment of the existing one.

If the Abell properties are transferred to someone who is not a party to such an agreement, immediately following the transfer, both the zoning of those properties (as well as the zoning of the entire rest of the condominium building in which those units are located) will be in contravention, and the City will immediately begin to take enforcement steps as against the new owner (and perhaps against the other units owners in the condo as well).

- B) s. 118 *Land Titles Act* restrictions – at the Abell properties, the City's s. 118 Land Titles Act restrictions is in first priority (before both mortgagees), and at Simcoe, the City's s. 118 Land Titles restriction is in first priority, and there are no registered mortgages. The s. 118 Land Titles Act restrictions serve to secure the City's in-kind contribution to the creation of these units.

The sales process should have a process and timeline where the prospective purchaser engages with the City's Housing Secretariat to seek its consent to a transfer, which is a condition of the s. 118 *Land Titles Act* restriction. In any event, the City's position is a subsequent purchaser should take subject to these restrictions (and therefore should be clearly disclosed to the purchaser). If the Receiver seeks to vest away the s. 118 restrictions, I expect the City will oppose the motion – in our view vesting away those interests would not satisfy the *Third Eye Capital* factors.

To the extent the Receiver thinks a sale should / can proceed absent either of the above, in our view the sale process should contemplate a Court adjudication of that substantive dispute either at the very outset, or at some point in the sale process where the parties have tried, but not succeeded, in efforts to enter into a new housing agreement / obtain the City's consent for a transfer.

If the Receiver and City substantively disagree about these issues, in our view it doesn't make sense to put off a determination about these two issues until the approval / vesting order motion. The City's objections on these two issues will presumably have to be disclosed to the bidders as part of the due diligence process, which would no doubt serve as a "cloud" on the bidding. We don't think it would be logical for a prospective purchaser and the Receiver to proceed all the way through a sales process only for the ultimate transaction to be rejected by the Judge who agrees with the City's position, and finds the transaction should be denied due to regulatory non-compliance.

We noted and were encouraged to note that the materials attached to the Receiver's report references the site-specific zoning and official plan policies mandating the current use as it relates to Youngplace, and the acknowledgement that commercial uses are unlikely to be permissible, and therefore potential buyers may be dissuaded. Its not clear to use why that isn't equally the case for the Abell and Simcoe properties (and why the broker is benchmarking those properties to free-market sales of units which are not subject to similar restrictions).

We would like to discuss this with you as soon as possible to determine if there is mutually acceptable path forward. However, with reference to Catherine's email of this morning, at present, I expect the City will appear in opposition to the motion. Copying counsel for FOCU and CFF given their interests in the Abell properties.

Christopher J. Henderson, M.P.A., LL.B.
Deputy Director, Land Development and Real Property Litigation

City of Toronto Legal Services Division
Tel: 416 – 397 – 7106

This email is directed solely to the person(s) named above. Its contents may be privileged and should not be forwarded without consent.

From: Fox, Karen <kfox@foglers.com>

Sent: 04/11/2024 2:41 PM

To: thogan@harrisonpensa.com; rdanter@harrisonpensa.com; fisherr@simpsonwagle.com; dmichaud@robapp.com; Angelina Shi <Angelina.Shi@toronto.ca>; Christopher J Henderson <Christopher.Henderson@toronto.ca>; cmills@millerthomson.com; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; insolvency.unit@ontario.ca; wroberts@lawsonlundell.com; Charles.Skelton@FedDevOntario.gc.ca; andrea.lusk@gmalaw.ca; An.Nguyen@gmalaw.ca; chris@commongroundcondolaw.ca

Cc: Francis, Catherine <cfrancis@foglers.com>; Trevor Pringle <tpringle@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>

Subject: [External Sender] RE: The Toronto-Dominion Bank v. Toronto Artscape Inc. / Court File No. CV-23-00711609-00CL (Motion Record)

My apologies, I have a correction to one of the emails when sending this out. I am attaching a further copy which is served in accordance with the *Rules of Civil Procedure (Ontario)*.

B E T W E E N :

THE TORONTO-DOMINION BANK

-and-

TORONTO ARTSCAPE INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**AFFIDAVIT OF
DOUG ROLLINS**

CITY SOLICITOR’S OFFICE
City of Toronto, Legal Services
Station 1260, Metro Hall
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Christopher J. Henderson (LSO #54291B)
Email: Michele.A.Wright@toronto.ca &
Christopher.Henderson@toronto.ca
Tel: (416) 397-5342 & 416-397-7106

Lawyers for the City of Toronto

BETWEEN:

THE TORONTO-DOMINION BANK

-and-

TORONTO ARTSCAPE INC.

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**MOTION RECORD OF THE
REGULATORY BODY
CITY OF TORONTO**

CITY SOLICITOR’S OFFICE
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Lawyers for the City of Toronto