

**Attachment 3: Draft Section 37 Agreement**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

**LIFETIME ADELAIDE STREET 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 288A, 290 and 294 Adelaide Street West, Toronto, and legally described in Schedule "A" hereto (the "Site");
- b) The Owner proposes to develop the Site with a 37 storey mixed use building, containing 281 residential units, retail and office uses, residential parking and a commercial parking garage (the "Development");
- c) The Owner has applied to amend the Zoning By-laws with respect to the Site, including an amendment to permit an increase in the height of the Development beyond what is permitted by the Zoning By-laws;
- 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 as set forth in the draft Zoning By-law Amendments as attached as Schedules "B" and "C" 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*, 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

Schedule "C" – Zoning By-law Amendment to By-law 1156-2010

**2. DEFINITIONS**

- 2.1 For the purposes of this Agreement, the term:

- 2.1.1 “**Amending By-laws**” means the site specific Zoning By-law Amendments substantially in the form attached as Schedule “B” and Schedule "C", 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 “**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;
- 2.1.4 “**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;
- 2.1.5 “**Chief Planner**” means the City’s Chief Planner and Executive Director of City Planning;
- 2.1.6 “**Date of Final Approval of the Amending By-laws**” has the meaning set forth in Section 7.2.2;
- 2.1.7 “**Development Charges Act**” means the *Development Charges Act, 1997*, S.O. 1997, c. 27, as amended, re-enacted or substituted from time to time;
- 2.1.8 “**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;
- 2.1.9 “**Final Confirmation Date**” has the meaning set forth in Section 7.2.1;
- 2.1.10 “**Final Disposition**” has the meaning set forth in Section 7.3.2;

2.1.11 **“Parties”** means the Owner and the City;

2.1.12 **“Zoning By-laws”** means the former City of Toronto Zoning By-law 438-86, as amended, and By-law 1156-2010 of the new City of Toronto; and

2.1.13 **“Zoning By-law Amendments”** means the Zoning By-law Amendments substantially in the form and having the content attached hereto as Schedule “B” and Schedule "C".

### **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**

#### **Streetscape Improvements and Local Parks**

4.1 The Owner agrees to pay the sum of TWO MILLION DOLLARS (\$2,000,000.00) to the City, prior to the issuance of the first above grade Building Permit, as a contribution:

(a) towards John Street streetscape improvements; and

(b) towards local parks,

such payment to be indexed upwardly in accordance with the Non-Residential Construction Price Index for the Toronto CMA, reported quarterly by Statistics Canada in Construction Price Statistics Publication No. 62-007-XPB, or its successor, calculated from the date of this Agreement to the date of payment of the sum by the Owner to the City.

#### **Building Design**

4.2 The Owner agrees to construct the Development substantially in accordance with the design of the building as shown on the drawings submitted to the City under the Owner's Zoning By-law amendment application and as date stamped November 23, 2010 by the City, which design may be revised and detailed to the City's satisfaction through the site

plan approval process pursuant to Section 114 of the *City of Toronto Act, 2006, c.11*, as amended.

## **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 Schedule "C", 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 (2<sup>nd</sup>) business day, other than a Saturday, following the later of:

- (a) the Date of Final Approval of the Amending By-laws; 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-laws 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-laws**” for the purposes of this Agreement shall be the first day upon which all of the provisions of the Amending By-laws have actually come into force and effect, with all applicable appeal 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-laws, 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-laws 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-laws, which rejects the Amending By-laws or certain parts thereof, or results in certain amendments to the Amending By-laws;
- (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-laws, which rejects the Amending By-laws or certain parts thereof, or results in certain amendments to the Amending By-laws;
- (c) the issuance of an Order of the Court which finally disposes of an Application to Court and rejects the Amending By-laws or certain parts thereof, or results in certain amendments to the Amending By-laws.

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-laws if the Final Disposition rejects the Amending By-laws; 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 On the occurrence of a Final Disposition of the Amending By-laws (which results in the Amending By-laws 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-laws, Council passes, or adopts a modification(s) or amendment(s) to the Amending By-laws 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, 2015** 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-laws 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-laws 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-laws. 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:

**Lifetime Adelaide Street Inc.**

XXXX

XXXX

Attention: XXX

Fax: XXX

(b) To the City at:

City Solicitor

55 John Street

26<sup>th</sup> 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 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-laws 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-laws 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-laws 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, 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 the this Agreement by the City, or by their duly authorized delegates, and the Final Confirmation Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature page to the Section 37 Agreement]

**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 \_\_\_\_\_, 2011.

**LIFETIME ADELAIDE STREET INC.**

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

Name:

Title:

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

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

Name: Cam Weldon

Title: Acting Deputy City Manager and Chief Financial Officer

**APPROVED AS TO FORM**



For Anna Kinastowski  
City Solicitor

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

**Legal Description:**

**SCHEDULE "B"**  
**ZONING BY-LAW AMENDMENT TO BY-LAW 438-86**

**SCHEDULE "C"**  
**ZONING BY-LAW AMENDMENT TO BY-LAW 1156-2010**