

Properties

PIN 07067 - 0061 LT
Description PT LT 7 BLK E , COMPILED PLAN PL92 , AS IN 683529 ; BURLINGTON
Address 421 BRANT STREET
 BURLINGTON

PIN 07067 - 0059 LT
Description PT LT 6 BLK E, COMPILED PLAN PL92, AS IN 853986; CITY OF BURLINGTON
Address 427 BRANT STREET
 BURLINGTON

PIN 07067 - 0060 LT
Description PT LT 7 BLK E , COMPILED PLAN PL92 , BEING THE NWLY 16 FEET, EXCEPT TW IN
 830422; CITY OF BURLINGTON
Address 425 BRANT ST
 BURLINGTON

PIN 07067 - 0058 LT
Description PT LT 6 BLK E , COMPILED PLAN PL92 , AS IN 832485 ; BURLINGTON
Address 429 BRANT ST
 BURLINGTON

PIN 07067 - 0057 LT
Description PT LTS 5 & 6 BLK E, COMPILED PLAN PL92, AS IN 406094, S/T 286712 ; BURLINGTON
Address 431 BRANT ST
 BURLINGTON

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE CITY OF BURLINGTON
Address for Service 426 Brant Street
 Burlington, ON
 L7R 3Z6

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

This document is being authorized by a municipal corporation Rick Goldring, Mayor, and Andrea Holland, Deputy City Clerk.

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

Rena Mary Goff	426 Brant Street Burlington L7R 3Z6	acting for Applicant(s)	Signed	2018 06 19
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Tel 905-335-7600

Fax 905-335-7842

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

Submitted By

THE CITY OF BURLINGTON	426 Brant Street Burlington L7R 3Z6	2018 06 19
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Tel 905-335-7600

Fax 905-335-7842

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

Fees/Taxes/Payment

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

File Number

Applicant Client File Number : 520-02/17; 505-02/17

520-02/17, 505-02/17
421, 425, 427, 429 and 431 Brant Street

THIS AGREEMENT made under section 37 of the *Planning Act*, R.S.O. 1990, c. P.13, this
27th day of April 2018.

BETWEEN:

421 BRANT STREET INC.

As to the First, Second, and Fifthly described lands

2493940 ONTARIO INC.

As to the Third and Fourthly described lands

Collectively, hereinafter called the “**Owner**”

- and -

THE CORPORATION OF THE CITY OF BURLINGTON

Hereinafter called the “**City**”

WHEREAS the Owner is the registered owner of property known municipally as 421, 425, 427, 429 and 431 Brant Street, City of Burlington, which is more particularly described in **Schedule “A”** (the “**Site**”);

AND WHEREAS the Owner proposes to construct a mixed-use development (the “**Development**”), as further defined in section 2.1.;

AND WHEREAS the Owner has applied for an amendment to the City’s Official Plan, to amend the site specific policies in the Official Plan, and Zoning By-law 2020, as amended, seeking approval to increase the density otherwise permitted to allow the Development as noted above;

AND WHEREAS section 37 of the Planning Act permits the City to enact a zoning by-law to authorize increases in the density of development otherwise permitted by the by-law in return for the provision of such facilities, services or matters as are set out in the by-law;

AND WHEREAS the City's Official Plan includes policies to allow for the provision of community benefits in relation to an increase in height and density, including the provision of housing types, affordable housing, improved public transit, public areas, public parking, protection or enhancement of significant views, public art, street furnishings and landscaping, and green technology and sustainable architecture;

AND WHEREAS Official Plan Amendment No. 106, attached as **Schedule "B"**, contains provisions relating to the authorization of an increase in density in respect of the Site as well as the facilities, services and matters required to be provided in relation thereto;

AND WHEREAS the Owner has elected to make a cash contribution towards the provision of certain facilities, services, and matters, and provide facilities, services and matters in return for certain authorized increases in density as set out in the proposed Zoning By-law Amendment to be enacted as attached in **Schedule "C"** (the "Proposed Zoning By-law");

AND WHEREAS subsection 37(3) of the *Planning Act* provides that, where an owner of land elects to make a cash contribution towards the provision of certain facilities, services and matters, and provide facilities, services and matters in return for an increase in the density or height of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services and matters and that the agreement can be registered on title to the lands to which it applies;

AND WHEREAS this Agreement has been entered into by the parties pursuant to s. 37(3) of the *Planning Act* and will be registered on title to the Site.

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" -	Official Plan Amendment No. 106
Schedule "C" -	Proposed Zoning By-law Amendment

2. DEFINITIONS

2.1 For the purposes of this Agreement, the term:

- (a) **"Amending By-law"** means the Amendment and Zoning By-law Amendment substantially having the content attached hereto as Schedule "C";
- (b) **"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;
- (c) **"Building Permit"** means a permit, issued by the City, pursuant to section 8 of the *Building Code Act*, 1992, to construct the Development or a portion thereof, but it does not include any permits issued by the City pursuant to section 8 of the *Building Code Act*, 1992, to construct a sales office on Site or for any demolition, shoring or excavation on the Site;
- (d) **"Date of Final Approval of the Amending By-law"** shall have the meaning given to it in section 7 herein; (Date of Final Approval);
- (e) **"Development"** means the development of the Site in accordance with the Amending By-law;
- (f) **"Development Charges Act"** means the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended, re-enacted or substituted from time to time;
- (g) **"Development Charges"** shall mean those charges under the City's Development Charges By-law, being By-law No. 46-2014, as amended, re-enacted or substituted from time to time;
- (h) **"Municipal Act, 2001"** means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, re-enacted or substituted from time to time;

- (i) **“Official Plan”** means the City of Burlington Official Plan, which is in force on the date of execution of this Agreement;
- (j) **“Parties”** means the Owner and the City and **“Party”** means any of the Owner or the City;
- (k) **“Planning Act”** means the *Planning Act*, R.S.O. 1990, c.P.13, as amended, re-enacted or substituted from time to time;
- (l) **“Public Art”** means any permanent or portable creative works in any discipline, not necessarily those of professional artists, placed or incorporated in public spaces, which may include, but are not limited to:
 - (i) paintings, drawing, prints (both original and reproduction), photographs and other two dimensional art works;
 - (ii) sculpture including freestanding, while supported or suspended, connetic, static or electronic, in any material or combination of materials;
 - (iii) installation, including multi-media displays that do not adhere to traditional genres of art making;
 - (iv) mural and any material or variety of materials;
 - (v) earthworks;
 - (vi) fiber works, neons, glass or mosaics;
 - (vii) structural features for unique or limited editions; or
 - (viii) tableau, vignettes or creative displays that interpret the heritage of a building, feature or site.
- (m) **“Site Plan Approval”** means site plan approval for the development of the Site pursuant to section 41 of the *Planning Act*;
- (n) **“Uptown Area”** means that area described in the City’s Official Plan (1994) as the uptown mixed use centres and more particularly described in Schedule “F” of the City’s Official Plan (1994);
- (o) **“Unwinding Date”** shall have the meaning attributed to it in section 8.1 herein;
- (p) **“Zoning By-law”** means the City of Burlington Zoning By-law No. 2020.

3. CONFIRMATION OF RECITALS

3.1 The Parties confirm and agree that the recitals are true, accurate and form a part of this Agreement.

4. PROVISION OF PUBLIC BENEFITS**4.1 Long-Term Affordable Housing**

Prior to the issuance of a zoning certificate and application for an above grade building permit for the Development, the Owner shall, at its sole cost and expense, agree to provide a total credit of \$300,000.00 to Halton Community Housing Corporation (“HCHC”) for use by HCHC at its sole discretion, against the purchase price of up to 10 dwelling units within the Development. The Owner agrees that HCHC shall have up until December 31, 2018 to exercise its option to purchase unit(s) using the \$300,000.00 credit. In the event that HCHC does not enter into agreements to purchase unit(s) in the Development prior to December 31, 2018, the Owner agrees to provide the City with a financial contribution of \$300,000.00 by way of bank draft, wire or certified cheque, within 10 days of condominium registration, to the satisfaction of the Director of City Building for the City. The Owner and the City agree that in the event that the Owner is required to provide \$300,000.00 to the City, the City shall deposit the funds into a reserve account for use toward affordable housing initiatives within the City’s Urban Growth Centre as described in the City’s Official Plan.

4.2 Car Share Parking and Vehicle

Prior to the registration of the condominium, the Owner shall, at its sole cost and expense, agree to provide one (1) publicly accessible car share parking space within the Development to the satisfaction of the City’s Director of Transportation. This publicly accessible car share parking space is required in addition to the parking spaces required by the applicable site specific Zoning By-law and this Agreement. The Owner shall also contribute to the City’s emerging car-share network by either providing or contracting to provide at its sole expense, a car-share vehicle for a minimum of two (2) years starting from the first occupancy or equivalent, to the

satisfaction of the City's Director of Transportation. The combined total of these indirect community benefits are assessed at \$100,000.00.

4.3 Civic Square

Prior to the issuance of a zoning certificate and application for above grade building permit for the Development, the Owner shall, at its sole cost and expense, agree to provide a direct community benefit of a \$50,000.00 financial contribution by way of bank draft, wire or certified cheque to the City towards the future expansion and/or improvement of Civic Square, to the satisfaction of the Executive Director of Capital Works for the City.

4.4 Easement for Public Space

- (1) Within thirty-six (36) months of the issuance of a zoning certificate and application for above grade building permit for the Development, the Owner shall, at its own cost and expense, agree to prepare all documents and convey an easement to the City for a Privately Owned Publically-Accessible Space ("POPS") to be registered on title for lands located at the northeast corner of Brant Street and James Street, the minimum dimensions of which are in a form of a triangle measured at 16 m x 16 m (128 m²) (an indirect community benefit assessed at \$75,000.00) to the satisfaction of the Executive Director of Capital Works for the City.
- (2) The easement for POPS is to be conveyed to the City for nominal consideration and such lands are to be free and clear of all physical and title encumbrances to the satisfaction of the City Solicitor. For greater clarity, for any financial encumbrances on title, the City Solicitor shall be satisfied provided the Owner obtains, at no cost to the City, any necessary postponements to ensure that the easement for the POPS will have priority over any other interest in the Site.
- (3) The Owner shall, within thirty (30) months of the issuance of a zoning certificate and application for above grade building permit for the Development submit a draft

Reference Plan of survey to the Director, Department of City Building, for review and approval, prior to depositing in the Land Registry Office. The plan should

- (a) shall be related to 6 degrees UTM Datum, NAD 83.
 - (b) delineate by separate PARTS the easement lands to be conveyed to the City, the remainder of the Site and any appurtenant rights-of-way and easements
 - (c) show the coordinate values of the main corners of the subject lands in a schedule on the face of the plan.
- (4) The Owner shall pay all costs for preparation and registration of the Reference Plan(s);
- (5) The Owner shall construct, repair and maintain the POPS on the Site at all times free and clear of encumbrance for pedestrian use, in perpetuity, including the clearing of debris, at its sole cost and expense and to the satisfaction of the Director, Department of City Building for the City. The Owner shall be required, at its sole cost and expense, to clear snow and ice from the POPS to the extent required to allow for safe and usable pathways for pedestrian access to and from the entrances to the buildings on the Site.
- (6) The Owner shall, from time to time, and at all times hereafter fully indemnify and save harmless the City, its elected officials, officers, employees, agents, their successor and assigns, or any of them, from and against all actions, causes of action, suits, claims and other proceedings which may be brought against or made upon the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them, and from and against all loss, liability, judgment, costs, charges, demands, damages or expenses which the City, its elected officials, officers, employees, agents, their successors and assigns, or any of them may sustain, suffer or be put to resulting from or arising out of:
- (a) the failure of the Owner to construct, repair and maintain the POPS in accordance with the terms of this Agreement; and
 - (b) 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 reason of any act or omission of the Owner or any person for whom its is in law responsible in connection with this Agreement.

- (7) The Owner shall take out and maintain, at its expense, commercial general liability insurance with respect to the POPS 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 be 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 POPS. 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 include a clause providing that the insurer will not cancel or refuse to renew the said insurance without first giving the City thirty (30) days prior written notice thereof. The Owner shall supply the City with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the City's Director of City Building 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.
- (8) The POPS shall:
- (a) remain open and accessible to the public at least from the hours of 6:00 a.m. to 12:01 a.m. the following day, 365 days per a year, and the Owner may refuse such access, or may require a person to leave the POPS, in the case of any person who:

- (i) unreasonably interferes with or restricts, or attempts to unreasonably interfere or restrict, the ability of other members of the public or other lawful users, including occupants of the Development, to access, use or enjoy the POPS or any portion thereof;
 - (ii) carries on, or attempts to carry on, any illegal or unlawful activity on or within the POPS;
 - (iii) acts in a manner unreasonably inconsistent with the intended use of the POPS and the Development;
 - (iv) obstructs or injures, or attempts to injure, any other person or persons who are using or enjoying the POPS or any portion thereof;
 - (v) harms or destroys, or attempts to harm or destroy, the POPS, public art located within the POPS or any portion thereof or any property rights associated therewith, and /or property of any person or persons entitled to use or enjoy the POPS;
 - (vi) obstructs, damages, injures or interferes with, or attempts to obstruct, damage, injure or interfere with, any lawful business or occupation carried on by, or any rights or interest of, the building owners (s) or person(s) in lawful possession or ownership of the POPS or Development or any portion thereof; or
 - (vii) commits any criminal or quasi-criminal offence or is in breach of any municipal by-law.
- (b) be illuminated substantially in accordance with the Plans to be detailed in the Site Plan Agreement for the Site.
- (9) The City acknowledges that the Owner may be required, from time to time, to use or obstruct parts of the POPS to maintain the Development, both above and below grade, after delivery of the POPS. If such use or obstruction is required by the Owner, the Owner shall notify the Director of City Building in writing of the duration and nature of the obstruction at

least thirty (30) days prior to the commencement of the use or obstruction. The City shall advise the Owner within fifteen (15) days of the date of such notice of any concerns that it may have with respect to the proposed obstruction, and, in such event, the Owner shall consult with the Director of City Building to resolve such concerns prior to the proposed commencement of the use or obstruction.

- (10) During the hours the POPS is open to the public, the Owner shall not use the POPS in a manner that will render the POPS exclusive to the use of the residents of the Site.
- (11) The Owner covenants and agrees to construct the POPS with materials specified in the Site Plan Agreement in accordance with the approved Plans to the satisfaction of the Director of City Building.

4.5 Public Parking

The Owner, at its sole cost and expense, agrees to provide eight (8) visitor parking spaces in the first level of underground parking in the Development, to the satisfaction of the Director of Transportation. The Owner agrees that these visitor parking spaces may not be sold and must remain common elements in a registered plan of condominium for the Development. The value of this indirect community benefit is assessed at a value of \$400,000.00.

4.6 Protection or Enhancement of Significant Views

The Owner has agreed to provide increased building setbacks, including widened sidewalks on Brant Street, James Street, and John Street, and view corridors on Brant Street and James Street to City Hall and the Cenotaph than what would have otherwise been required by the City's Zoning By-law. These increased setbacks and view corridors are reflected in the zoning by-

law amendment attached as Appendix 'C' to this Agreement. This indirect community benefit is assessed at a value of \$250,000.00.

4.7 Public Art

The Owner agrees, at its sole cost and expense, to provide a direct community benefit of a financial contribution in the amount of \$150,000.00, to be paid to the City by certified cheque, wire transfer or bank draft, towards the public art reserve fund to be used within the POPS easement area referred to in Section 4.4 and/or in the future Civic Square expansion and/or improvement area referred to in Section 4.3, all to the satisfaction of the Director of City Building within thirty-six (36) months of the issuance of a zoning certificate and application for above-grade building permit for the development.

4.8 Green Technology and Sustainable Architecture

The Owner agrees, at its sole cost and expense, to implement green technology and sustainable architecture elements into the Development. The Owner may satisfy this obligation by constructing the development to LEED® certification standards. Additionally, or in the alternative, the Owner may satisfy this obligation by incorporating elements of the City's Sustainable Building and Development guidelines totaling \$300,000 in value, as assessed by and to the satisfaction of the Director of City Building.

4.9 Streetscape Improvements in accordance with Council approved design guidelines

The Owner agrees, at its sole cost and expense, to implement City of Burlington Streetscape Guideline Standards within the Brant Street, James Street, and John Street public realm areas, including the expanded building setback areas at-grade and the POPS easement area outlined in Section 4.4

to the satisfaction of the Director of City Building. The value of this indirect community benefit is assessed at a value of \$150,000.00.

- 4.10** The Owner agrees that the decision as to what public art, civic square improvements and streetscape improvements are to be benefitted shall be in the sole discretion of the City further to consultation with the Owner and any decision made by the City in this regard is final.

5. FURTHER REPRESENTATIONS AND ACKNOWLEDGMENTS

- 5.1** It is understood and agreed by the parties that the works and facilities to be completed or provided under this agreement shall be completed or provided (as the case may be) to the satisfaction of the responsible Directors of the City, acting reasonably.
- 5.2** The City represents that it has the legal authority to adopt and pass the official plan and zoning by-law amendments in the form attached as “**Schedules “B” and “C”**” respectively, and to enter into this agreement with the Owner. 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 official plan and zoning by-law amendments and to enter into this agreement.
- 5.3** This Agreement and all obligations and liabilities imposed on the Owner under this agreement shall automatically be terminated and have no further force or effect in the event the amending zoning by-law pertaining to the Site is not fully and finally approved or enacted substantially in the form annexed as **Schedule “C”**, or is quashed in whole or in part by a court of competent jurisdiction. The determination of whether same substantially conforms to the official plan and zoning by-law

amendments annexed as **Schedules “B” and “C”** respectively, will be made solely by the City in its sole discretion, acting reasonably, within 30 days of the date of the zoning by-law amendment pertaining to the Site coming into force or effect in a form different than that provided in **Schedule “C”**. Upon the happening of that event, the City shall forthwith return to the Owner the Cash Deposit previously received from the Owner pursuant to this agreement, and the Owner shall not oppose or question (or cause to be opposed or questioned) the passing of any official plan or zoning by-law amendment by the City which would have the effect of returning the official plan designation and zoning standards pertaining to the Site, to those that existed on **November 12, 2017**. The Owner further covenants and agrees not to apply for a building permit in respect of the Site for a period of 30 days following the date of the City’s determination as to whether substantial conformity to **Schedules “B” and “C”** has occurred, in order to give the City an opportunity to take appropriate steps to consider enacting such zoning or official plan amendments as it deems appropriate.

5.4 The Owner hereby consents to the registration of this agreement against the title to the lands comprising the Site within thirty (30) days of the amending zoning by-law contained in Schedule “C” coming into effect; provided, however, that in the event this agreement is terminated pursuant to the provisions of section 8, then the City shall forthwith execute all requisite documents or assurances in order to discharge and delete the registration of this agreement from title to the lands comprising the Site.

5.5 The parties to this Agreement that are collectively defined as the “Owner” shall be jointly and severally responsible for all duties and obligations in this Agreement.

6. COMPLETION AND UNWINDING

6.1 Subject to sections 7, 8 and 9 hereof, this Agreement shall be effective, enure to the benefit of and be binding upon the Parties hereto on and after the date of this Agreement. On the Final Confirmation Date, the Parties shall give notice in writing

to one another that the Final Confirmation Date has occurred and, upon any Party hereto giving such notice, section 8 (Unwinding of this Agreement) shall have no further effect.

7. FINAL CONFIRMATION DATE AND DATE OF FINAL APPROVAL

7.1 The Final Confirmation Date for the purposes of this Agreement shall be the second (2nd) business day, other than a Saturday, Sunday or public holiday in Ontario, following the later of:

- (a) the date of Final Approval of the Amending By-law; or
- (b) such other date that the Parties may agree, provided that the occurrence of the Final Confirmation Date, in accordance with the foregoing, shall be expressly conditional upon the occurrence of the Date of Final Approval of the Amending By-law.

7.2 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 has actually come into force and effect, with all applicable appeal periods having lapsed, with no appeals or rehearing requests to the Local Planning Appeal Tribunal and/or Applications to Court having been launched with respect thereto or with any such appeals or rehearing requests to the Local Planning Appeal Tribunal and/or Applications to Court having been finally determined in favour of the Amending By-law, so that the Building Permit(s) could 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:

- (a) **“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, and includes an appeal(s) from a decision or order in respect of any such application or appeal;

- (b) **“Final Disposition”** means any of the following events:
 - (i) the entry of an Order of the Local Planning Appeal Tribunal finally disposing of the Amending By-law, which rejects the Amending By-law or results in certain amendments to the Amending By-law;
 - (ii) the entry of an Order of the Local Planning Appeal Tribunal which follows a rehearing by the Local Planning Appeal Tribunal finally disposing of the Amending By-law or results in certain amendments to the Amending By-law; or
 - (iii) the entry of an Order of the Court which finally disposes of an Application to Court and rejects the Amending By-law or results in certain amendments to the Amending By-law.

8. UNWINDING OF THIS AGREEMENT

8.1 The date of unwinding of this Agreement, should such occur (hereinafter referred to as the “Unwinding Date”), shall be the earlier of:

- (a) the date of Final Disposition of the Amending By-law if the Final Disposition rejects the Amending By-law; or
- (b) the date of expiry of the sixty (60) day period specified in a Notice of Termination, which is given pursuant to subsection 8.2 or 8.3 hereof.

8.2 On the occurrence of a Final Disposition of the Amending By-law which results in the Amending By-law coming into force and effect with amendment(s) thereto, then sixty (60) days’ written notice terminating this Agreement (hereinafter called a “Notice of Termination”) may be given by either of the Parties to the other Party. Unless the Parties 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 section, the amendment(s) shall be deemed to be “Permitted Amendments” for the purpose of this Agreement.

- 8.3** If, as a result of being required to do so by the Final Disposition of the Amending By-law, Council passes, or adopts an amendment(s) to the Amending By-law which is not one of the Permitted Amendments pursuant to subsection 8.2, then the City shall forthwith give notice thereof to the Owner. At any time within thirty (30) days from the date of giving of notice of the passing or adoption of such amendment(s) by the City to the Owner, sixty (60) days' written Notice of Termination may be given by the Owner to the City. If the Owner gives such written notice, 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 section, the modification(s) or amendment(s) shall be deemed to be one of the Permitted Amendments for the purposes of this Agreement.
- 8.4** Upon the occurrence of the Unwinding Date, this Agreement shall be null and void and have no further force and effect. On or after the occurrence of the Unwinding Date, the Owner, at its own 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 cooperate with all requests of the Owner, acting reasonably, in such respect, including the execution of releases and quit claims in suitable form for registration. 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 Zoning By-law provisions, as they relate 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. In respect of any repealing or amending by-law(s) which is passed pursuant to this section 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 or amending by-law(s).

9. FURTHER ASSURANCES

The Parties hereto 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, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

10. INTENTION OF THE PARTIES

Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the City Council which authorized the execution of this Agreement or any of its successors in the exercise of any of Council's discretionary powers. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend or repeal by-laws; to adopt, amend or rescind Official Plan Amendments; and to approve or withhold approval to permit any demolition, relocation, construction, alteration, remodelling or any other things or act which may materially affect any building, structure, or part thereof that is the subject of an agreement.

11. PERMITS AND AGREEMENTS

The Parties acknowledge that the Owner will, from time to time, apply for one or more permits and/or agreements, including encroachment agreements, and may be required by the City to enter into one or more permits and/or agreements, including encroachment agreements with the City in order to facilitate the construction, repair and maintenance of the Development on the Site

12. ENUREMENT

12.1 The Parties hereto agree that the covenants, rights, duties, provisos, conditions and obligations herein contained shall enure to the benefit of each Party and their successors and assigns. Without limiting the generality of the foregoing, the Parties expressly acknowledge and agree that the Parties and their successors and assigns

(with respect to all or any portion of the Site) shall be entitled to enforce the provisions of this Agreement which are covenants, duties or obligations of each other against each other and their respective successors and assigns.

12.2 Notwithstanding anything in this Agreement to the contrary, in the event that the City acquires any part of the Site for any municipal purposes, including road widening, the City shall not be bound by this Agreement as an Owner.

12.3 The City agrees it shall consider any reasonable request made from time to time by successors in title to any portion of the Site to which this Agreement or particular sections of this Agreement applies, for a release from this Agreement or particular sections or provisions hereof, as may be applicable, provided the work required under the applicable portions of this Agreement has been completed or in the opinion of the applicable Directors and the City Treasurer, is being completed and is adequately secured by a letter of credit, and the warranty period has expired or is adequately secured by a letter or letters of credit being held by the City.

13. DEVELOPMENT CHARGES

The parties acknowledge and agree that the facilities, services and matters to be provided to the City pursuant to this Agreement do not constitute Development Charges, nor do they qualify as a Development Charge Credit under the Development Charges By-law No. 46-2014, as may be amended. The Owner further acknowledges the requirement to pay Development Charges in accordance with the provisions of the Development Charges By-law 46-2014, as may be amended, or re-enacted from time to time.

14. REGISTRATION OF AGREEMENT

14.1 The Owner consents to the registration of this Agreement or Notice of it against the title to its interest in the Site as a first charge.

14.2 The Owner agrees to do such things and to obtain such discharges, releases or postponements as are required to permit this agreement to be registered against the Site as a first charge.

14.3 Upon the registration of this Agreement or Notice of it against the title to its interest in the Site, the Owner shall, at its sole expense, obtain and deliver to the City a Solicitor's Opinion as to the title, addressed to the City, which opinion shall be to the satisfaction of the City Solicitor.

15. TAXES

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 and, in such event, the City shall inform the Owner fully of such claim for taxes and shall offer the Owner every cooperation in the defence of said claim for taxes. For clarity, the Parties acknowledge and agree that, as at the date of this Agreement, the Parties have not determined whether goods and services tax will be eligible upon the said facilities, services, matters and things and agree that, in the event the goods and services tax is eligible, the Owner will be responsible for the payment thereof and will fully indemnify and save harmless the City with respect thereto.

16. NOTICES

Any notices to be given under this Agreement shall be in writing and shall be delivered as follows by personal or facsimile transmission only as follows:

For the City of Burlington:

The Corporation of the City of Burlington
Attention: City Clerk
426 Brant Street, Box 5013
Burlington, ON L7R 3Z6
905 335 7881 (facsimile)

For the Owner:

421 Brant St. Inc
Attention: Nick Carnicelli
421 Brant Street, Suite 201
Burlington, ON L7R 2G3
905 333 9640 (facsimile)

16.1 The Parties agree to notify each other immediately, in writing, of any changes of address or of facsimile number from those set out above.

16.2 Notice shall be deemed to have been received by a Party on the date of personal delivery or confirmed facsimile transmission.

17. JURISDICTION TO ENTER INTO AGREEMENT

17.1 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 Parties agree that the Amending By-law may be repealed by the City, and the Owner covenants and agrees not to oppose or cause to be opposed or cause to be opposed, the repeal thereof.

17.2 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 shall be severed from this Agreement if the Parties agree, and the remainder of the Agreement shall continue in full force and

Agreement 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 and lessees are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction.

17.4 No liabilities or obligations, other than those to be undertaken prior to the passing of the Amending By-law or prior to the Final Confirmation Date, shall be imposed under this Agreement upon the Parties hereto until the amending by-law for the Site has fully, finally and actually come into force. On the date that the Amending By-law

of the non-performance of such acts or non-occurrence of such events, the Owner agrees that it shall not commence any proceedings of any nature or kind whatsoever against the City or any of its employees or officials, for the issuance of such Building Permit and that this Agreement may be pleaded by the City as an estoppel against the Owner in any such proceedings taken by the Owner. This shall not, however, be interpreted as preventing proceedings for an interpretation by the courts as to whether or not the requirements of this Agreement, with respect to the performance of such acts or the occurrence of such events have been met.

18. FACILITIES, WORKS AND MATTERS

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 446 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.

19. OBLIGATION RE REALTY TAXES UNAFFECTED

Nothing in this Agreement affects such realty taxes as are lawfully assessed from time to time against the Site, or any part thereof, under the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended.

20. SPECIFIC PERFORMANCE

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 of remedy in the event of default by the Owner.

21. ARBITRATION

If any claim or dispute shall arise with respect to any of the provisions herein, including but not limited to application of the formula set out herein, or the performance or non-performance by either Party of the provisions hereof, either Party may, by service of a notice in writing to the other Party, require that such claim or dispute be submitted to and settled by a single arbitrator pursuant to the provisions of the *Arbitrations Act*, 1991, S.O. 1991, c.17, as amended, whose decision shall be conclusive and binding upon the Parties, and judgment shall be rendered thereon, provided however, that the Parties shall continue their performance of the terms and conditions of this Agreement before and during any such arbitration proceeding to the extent possible. The cost of any such arbitration shall be borne equally by the Owner and the City; Parties shall bear their own legal and consultant costs.

22. INTERPRETATION

22.1 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.

22.2 Unless the context otherwise requires, the terms used herein shall have the same meaning as the same terms have in City of Burlington By-law No. 2020, as amended.

22.3 Reference to an official of the City in this Agreement shall be deemed to include a reference to the official of the City who performs the duties of such referenced person from time to time.

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

22.5 Time shall be of the essence of this Agreement.

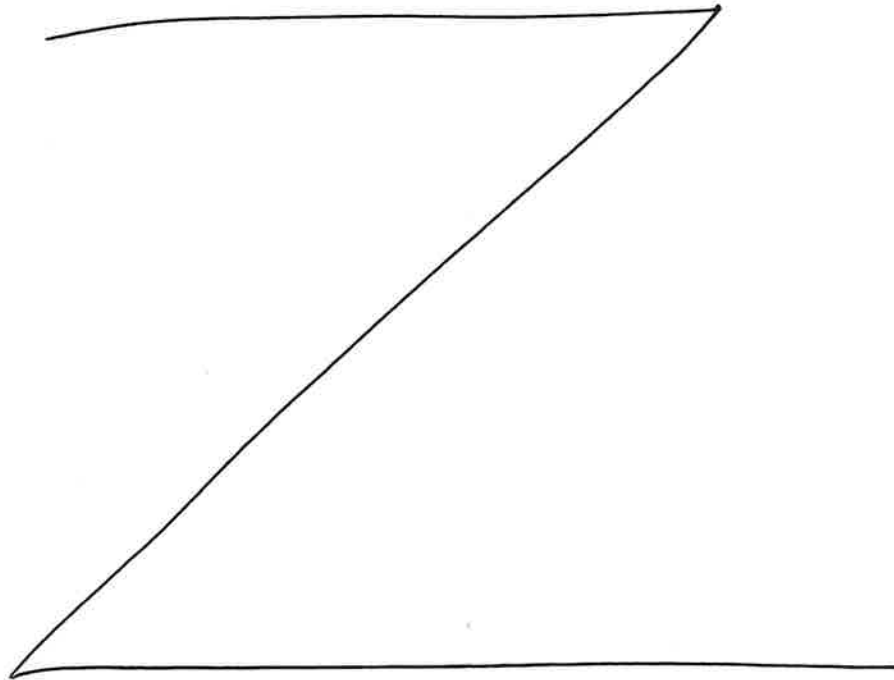
22.6 Whenever the provisions of this Agreement require an approval or consent of any official of the City, the approval or consent may alternatively be given by City Council or such other official as City Council may director or is otherwise empowered to act.

23. COMMENCEMENT

This Agreement commences on the date of its execution by both Parties.

24. FORCE MAJEURE

24.1 Notwithstanding anything in this Agreement to the contrary, if the Owner or the City is *bona fide* delayed in or prevented from performing any obligation arising under this Agreement by reason of a material or labour shortage, strikes or other labour disturbances, civil disturbance, restrictive government laws, regulations or directives, acts or public enemy, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, and not caused by its own default and not avoidable by exercise of reasonable effort or foresight, then performance of such obligation is excused for so long as such cause exists. Moreover, the Party so delayed will be entitled, without being in breach of this agreement, to carry out such obligation within the appropriate time period after the cessation of such cause.




24.2 Nothing in section 24 shall operate to excuse the Owner from:

- (a) prompt payment of all sums required to be paid to the City pursuant to the terms of this Agreement; and
- (b) prompt provision of any Letter of Credit required to be provided to the City pursuant to the terms of this Agreement.


IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND)
)
 DELIVERED)
)
 This 16th day of May, 2018)
)
 at the City of Burlington))
 Province of Ontario)

421 BRANT STREET INC.
 as to the First, Second, and Fifthly described lands


 Name: NICK CARNICELLI
 I have authority to bind the corporation

2493940 ONTARIO INC.
 as to the Third and Fourthly described lands


 Name: NICK CARNICELLI
 I have authority to bind the corporation



Authorized by By-Law 25-2018
 Passed on Apr 26/18
 Item 18-33-18

THE CORPORATION OF THE CITY OF BURLINGTON


 Rick Goldring MAYOR


 Angela Morgan CITY CLERK

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Burlington, in the Regional Municipality of Halton, and Province of Ontario, more particularly described as

FIRSTLY:

Pt Lt 7, Blk E, Compiled Plan PL92 as in 683529; Burlington
Being the whole of PIN 07067-0061 (LT)
Municipally known as 421 Brant Street

SECONDLY:

Pt Lt 6, Blk E, Compiled Plan PL92, as in 853986, Burlington
Being the whole of PIN 07067-0059 (LT)
Municipally known as 427 Brant Street

THIRDLY:

Pt Lt 7, Block E, Compiled Plan PL92, being the nwly 16 feet, except t/w in 830422;
Burlington
Being the whole of PIN 07067-0060 (LT)
Municipally known as 425 Brant Street

FOURTHLY:

Pt Lt 6, Blk E, Compiled Plan PL92, as in 832485; Burlington
Being the whole of PIN 07067-0058 (LT)
Municipally known as 429 Brant Street

FIFTHLY:

Pt Lts 5 & 6, Blk E, Compiled Plan PL92, as in 406094, s/t 286712; Burlington
Being the whole of PIN 07067-0057 (LT)
Municipally known as 431 Brant Street

SCHEDULE "B"**AMENDMENT NO.106 TO THE OFFICIAL PLAN
OF THE BURLINGTON PLANNING AREA****CONSTITUTIONAL STATEMENT**

The details of the Amendment, as contained in Part B of this text, constitute Amendment No. 106 to the Official Plan of the Burlington Planning Area, as amended.

PART A – PREAMBLE**1. PURPOSE OF THE AMENDMENT**

The purpose of this Amendment is to amend the existing Downtown Core designation of 421 – 431 Brant Street to facilitate the development of a 23 storey, mixed use building with 4 levels of underground parking and a maximum floor area ratio of 9.45:1.

2. SITE AND LOCATION

The subject lands are comprised of the southern portion of the City block bound by Brant Street to the west; James Street to the south; and John Street to the east. The five properties, known municipally as 421, 425, 427, 429 and 431 Brant Street, have a combined area of 0.2 hectares (0.5 acres) and currently accommodate several commercial / retail buildings and operations as well as surface parking areas to the rear accessed from John Street.

Surrounding land uses consist of retail / commercial uses to the north of the subject properties; retail / commercial uses and residential land uses to the east; retail / commercial uses, office uses (southeast), and residential uses (southwest) to the south; and City Hall to the west.

3. BASIS FOR THE AMENDMENT

- a) The subject application proposes intensification that is consistent with the Provincial Policy Statement (PPS). The PPS promotes densities for new housing which efficiently use land, resources, infrastructure and public service facilities. These land use patterns promote a mix of housing, employment, recreation, parks and open spaces and transportation choices that increase the use of active transportation and transit before other modes of travel;
- b) Build towards the achievement of a complete community that is compact, transit-supportive and makes effective use of investments in infrastructure and public service facilities. Contribute towards a community that is well-designed, offers transportation choices, accommodates people at all stages of life and provides

the right mix of housing, and good range of jobs and easy access to stores and services to meet daily needs.

- c) Directing intensification to areas in proximity to transit and mixed use centres by providing policies that identify the appropriate type and scale of development to assist the City in achieving its intensification targets and meet the intent of the Provincial Growth Plan and the Region of Halton Official Plan;
- d) The property is identified within the boundary for the Downtown Urban Growth Centre. Within the Urban Growth Centre boundary as delineated on Schedule B, Comprehensive Land Use Plan – Urban Planning Area, and Schedule E, Downtown Mixed Use Centre, the target is established of a minimum gross density of 200 residents and jobs per hectare, in accordance with the Provincial Growth Plan for the Greater Golden Horseshoe, 2017. The proposed higher intensity development with 169 units will contribute to reaching the minimum density target required for the Urban Growth Centre.
- e) Permitting a high density tall building form supports the City’s residential objectives to broaden the range of housing forms to meet the City’s need and address compatibility with surrounding properties;
- f) The subject development would establish the context of design excellence in the Downtown to maintain and enhance the Downtown’s image as an enjoyable, safe and pedestrian-oriented place designed to complement pedestrian activity and surrounding context;
- g) The subject development would recognize and enhance the civic and public gathering functions existing at the Brant Street and James Street intersection. The development would also establish significant view corridors from James Street to City Hall, Civic Square and the War Memorial (Cenotaph);
- h) The applicant submitted technical studies and reports that provide adequate and appropriate information to support the development; and,
- i) The proposed development is located on lands with adequate infrastructure and in close proximity to transit routes, commercial uses and community amenities so meets Official Plan policies to provide housing opportunities in locations that can reduce travel times and decrease dependence on the car.

PART B – THE AMENDMENT

1. DETAILS OF THE AMENDMENT

Map Change: None Proposed

Text Change:

The text of the Official Plan of the Burlington Planning Area, as amended, is hereby amended as follows:

By deleting policy m) in Part III, Section 5.5 Downtown Mixed Use Centre, Subsection 5.5.8 Downtown Core Precinct, and replacing it with the following policy:

North-east corner of Brant Street and James Street	m) Notwithstanding Part III, Subsection 5.5.8.2 b), c) and e) of this Plan, for the lands described as 421, 425, 427, 429 and 431 Brant Street, the maximum height of buildings shall be 23 storeys and 81 metres. The maximum floor area ratio shall be 9.45:1.
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2. INTERPRETATION

This Official Plan Amendment shall be interpreted in accordance with the "Interpretation" policies of Part VI, Implementation, Section 3.0, Interpretation, of the Official Plan of the Burlington Planning Area.

3. IMPLEMENTATION







This Official Plan Amendment will be implemented in accordance with the appropriate "Implementation" policies of Part VI of the Official Plan of the Burlington Planning Area.

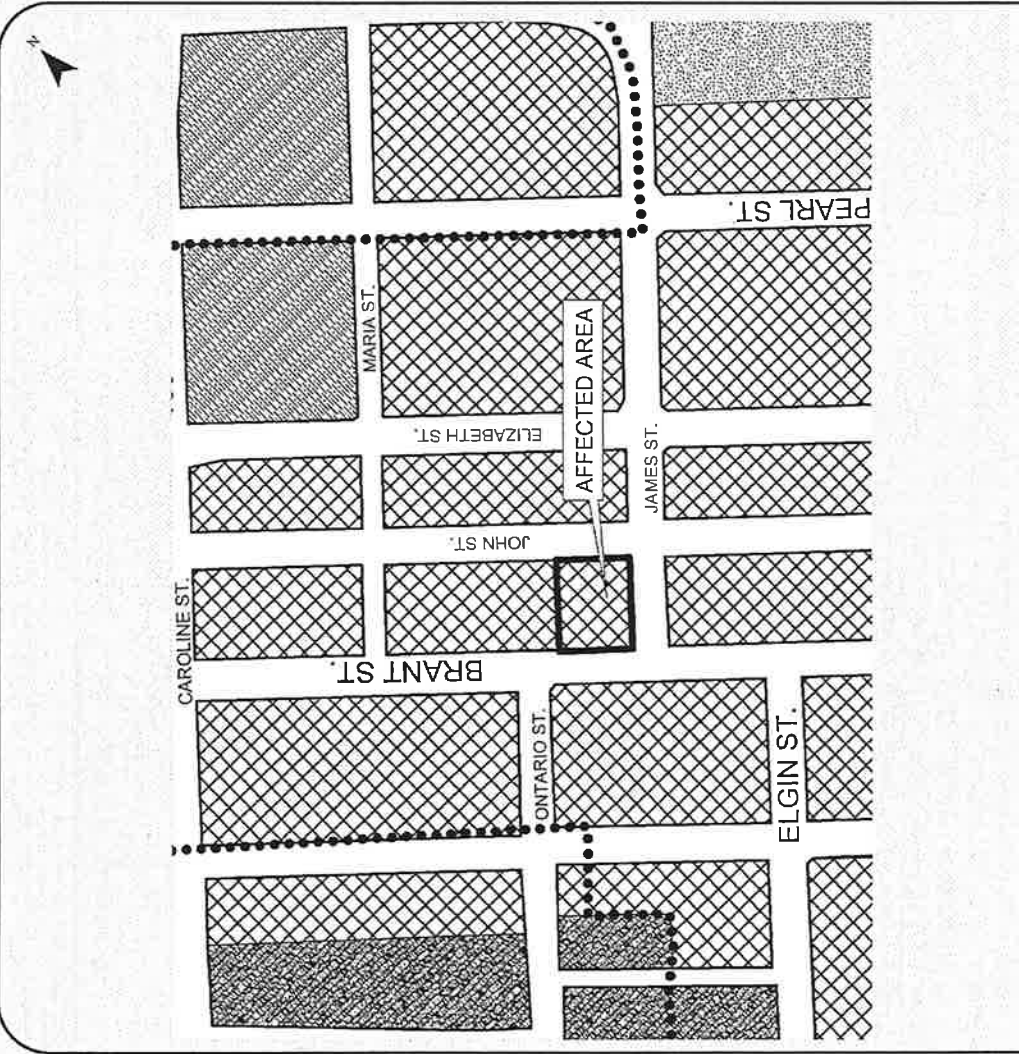
**AMENDMENT No. 106 TO THE OFFICIAL PLAN
OF THE BURLINGTON PLANNING AREA**

File No. 505-01/17
520-02/17

**SCHEDULE E
DOWNTOWN MIXED USE CENTRE
Land Use Plan**

Legend

-  Downtown Core Precinct
-  Emerald Neighbourhood Precinct
-  St. Luke's Neighbourhood Precinct
-  Old Lakeshore Road Low Rise Mixed Use Precinct
-  Residential - Medium and/or High Density Residential Precincts
-  Downtown Urban Growth Centre Boundary
(Within the Downtown Mixed Use Centre)



"Downtown Core Precinct designation to be amended for increased height and density"

DATE: SEPTEMBER 2017

SCHEDULE “C”

BY-LAW NUMBER 2020.XXX, SCHEDULE ‘A’ AND EXPLANATORY NOTE

THE CORPORATION OF THE CITY OF BURLINGTON

BY-LAW NUMBER 2020.XXX

Being a By-law to amend By-law 2020, as amended; for 421 – 431 Brant Street, for the purpose of facilitating the development of a 23 storey mixed use building.
File Nos.: 505-01/17 & 520-02/17 (PB-62/17)

WHEREAS Section 34(1) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, states that Zoning By-laws may be passed by the councils of local municipalities; and

WHEREAS the Council of the Corporation of the City of Burlington approved PB-62/17 on November 13, 2017, to amend the City’s existing Zoning By-law 2020, as amended, to permit a residential development consisting of a residential apartment building;

THE COUNCIL OF THE CORPORATION OF THE CITY OF BURLINGTON HEREBY ENACTS

AS FOLLOWS:

1. Zoning Map Number 9A of PART 15 to By-law 2020, as amended, is hereby amended as shown on Schedule “A” attached to this By-law.
2. The lands designated as “A” on Schedule “A” attached hereto are hereby rezoned from DC and DC-434 to DC-473.
4. ***PART 14 of By-law 2020, as amended, Exceptions to Zone Classifications, is amended by replacing Exception 434 with the following:***

Exception 473	Zone DC-473	Map 9A	Amendment 2020.391	Enacted
1. <u>Regulations for Apartment Building</u>				
a) Apartment buildings shall be subject to footnote (g) of Table 6.2.1 and shall contain a minimum of 365 square metres of office space on the second storey				
b) Ground floor retail and/or service commercial area 935m ²				

c)	Lot Area	0.2 ha
d)	Density	169 units maximum
e)	Floor Area Ratio	9.45:1 maximum
f)	Yard Abutting Brant Street	
	Floors 1 to 4	2.9m
	Floors 5 to 18	9.2m
	Floors 19 to 22	10.2m
	Floor 23	15.2m
g)	Yard Abutting James Street	
	Floors 1 to 4	2.6m
	Floors 5 to 18	5.5m
	Floors 19 to 22	6.5m
	Floor 23	14m
h)	Yard Abutting John Street	
	Floors 1 to 4	1.8m
	Floors 5 to 20	5.2m
	Floors 21 and 22	6.2m
	Floor 23	13.5m
i)	Side Yard (North)	
	Floors 1 to 2	0m
	Floors 2 to 5	0m
	Floors 6 to 22	12.4m
	Floor 23	13m
j)	Balconies	
	Floors 2 to 4	Balconies cannot encroach into a required yard
	Floors 5 to 22	Balconies can encroach a maximum of 2m into a required yard
k)	Parking Structure	
	Abutting a street	0.5m
	Abutting all other lot lines	0.7m
	Entrance and exit ramps to below grade parking structure setback	6m
l)	Building Height	23 storey maximum taken from fixed grade up to 81m
	Floor 1	5m
	Floor 2	3.9m
i)	Maximum Floor Area	
	Storeys at or above the 6 th storey	760m ²
j)	Glazing Percentage on the First Storey Elevation	
	Facing a Street	
	John Street	25%
m)	Parking	

Occupant parking	1.2 parking spaces per residential unit
Visitor parking spaces	8
n) Visibility Triangle	
Brant Street x James Street	16m x 16m
James Street x John Street	6m x 6m

2. Community Benefits pursuant to Section 37 of *The Planning Act*:

- a) To assist in the pursuit of long-term affordable housing in the Urban Growth Centre, the Developer agree to a discount of \$300,000 to be used against the purchase price of up to 10 dwelling units within the subject development, or in the event that a purchase(s) is/are not to occur within the subject development, the Developer agrees to provide the City with a cash contribution of \$300,000 prior to condominium registration, to the satisfaction of the Director of City Building; and
- b) The Developer agrees to provide one (1) publicly accessible car share parking space (indirect community benefit assessed at \$50,000) and contribute to the City's emerging car-share network by accommodating a car-share vehicle for a minimum of two years starting from the first occupancy (indirect community benefit assessed at \$50,000), or equivalent, to the satisfaction of the Director of Transportation; and
- c) The Developer agrees to provide a direct community benefit of a \$50,000 contribution towards the future expansion of Civic Square, to the satisfaction of the Executive Director of Capital Works; and
- d) The Developer agrees to provide public access by way of an easement to be registered on title for lands located at the northeast corner of Brant Street and James Streets, the minimum dimensions of which are in the form of a triangle measured at 16m by 16m (128m²)(an indirect community benefit assessed at \$75,000) to the satisfaction of the Executive Director of Capital Works; and
- e) The Developer agrees to provide eight (8) visitor parking spaces (indirect community benefit assessed at \$400,000), to the satisfaction of the Director of Transportation; and
- f) The Developer agrees, and it is enshrined within the amending zoning by-law, that increased building setbacks, including widened sidewalks along Brant Street, James Street, and John Street, and view corridors on Brant Street and James Street to City Hall and the Cenotaph (indirect community benefit assessed at \$250,000), to the satisfaction of the Director of City Building; and
- g) The Developer agrees to provide a direct community benefit of \$150,000 towards the public art reserve fund to be used within the publicly accessible privately owned easement area referred to above and/or in the future Civic Square expansion area, to the satisfaction of the Director of City Building; and
- h) The Developer agrees to implement green technology and sustainable architecture elements into the subject property in accordance with either LEED certification standards and/or compliance with the City's Sustainable Building and Development guidelines (indirect community benefit assessed at \$300,000), to the satisfaction of the Director of City Building; and
- i) The Developer agrees to implement City of Burlington Streetscape Guideline Standards within the Brant Street, James Street and John Street public realm areas, including the expanded building setback areas at grade and the publicly accessible open space easement area outlined above (an indirect community benefit assessed at \$150,000), to the satisfaction of the Director of City Building.

Except as amended herein, all other provisions of this By-law, as amended, shall apply

- 5 a) When no notice of appeal is filed pursuant to the provisions of the Planning Act, R.S.O. 1990, c.P.13, as amended, this By-law shall be deemed to have come into force on the day it was passed;

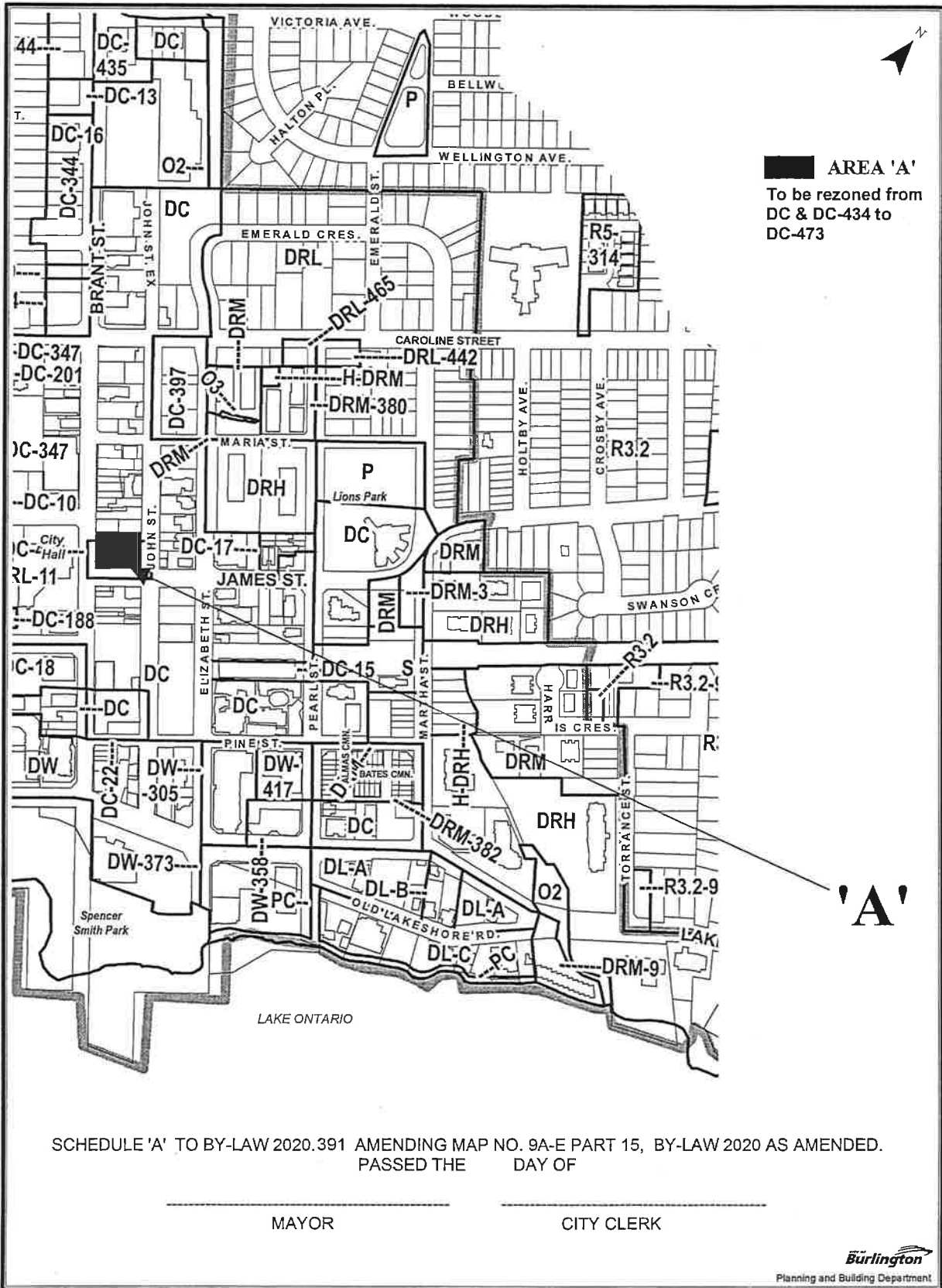
- 5 b) If one or more appeals are filed pursuant to the provisions of the Planning Act, as amended, this By-law does not come into force until all appeals have been finally disposed of, and except for such parts as are repealed or amended in accordance with an order of the Ontario Municipal Board this By-law shall be deemed to have come into force on the day it was passed.

ENACTED AND PASSED this.....day of2018.

_____MAYOR

_____CITY CLERK

Schedule 'A' to By-law 2020.XXX



SCHEDULE 'A' TO BY-LAW 2020.391 AMENDING MAP NO. 9A-E PART 15, BY-LAW 2020 AS AMENDED. PASSED THE DAY OF

MAYOR

CITY CLERK

EXPLANATION OF PURPOSE AND EFFECT OF BY-LAW 2020.XXX

By-law 2020.XXX rezones lands 421 – 431 Brant Street, to permit a mixed-use development consisting of a 23 storey building, with ground floor retail / commercial uses, 2nd floor office uses and residential apartment units above.

For further information regarding By-law 2020.XXX, please contact Kyle Plas of the City of Burlington Planning & Building Department at (905) 335-7600, extension 7453.