

CONFIDENTIAL APPENDIX 1 - 68 Daisy Avenue

Settlement Terms

At a without prejudice meeting on June 20, 2017, representatives of Dunpar Developments ("**Dunpar**") met with City of Toronto Legal, Planning and Heritage Staff to discuss a potential settlement relating to appeals filed by Dunpar in connection with OMB File No. PL160965. The following items represent the matters agreed to between Dunpar and the City as the Terms of Settlement.

1. Built Form

The City will accept the built form as shown on the Architectural Site Plan submitted by the applicant dated "Revision 18 – issued for SPA, November 30, 2016", subject to the following matters being addressed during the Site Plan Approval process:

- a. Improve the exterior facade elevation at the southwest corner along Daisy Avenue, located on Blocks A & B as per Architectural Site Plan drawings dated November 30, 2016; and
- b. Implement improved pedestrian scale lighting in the landscape areas between Blocks B, C, D & E as per Architectural Site Plan drawings dated November 30, 2016.

2. Heritage

The City and Dunpar agree that they will jointly request the OMB not to issue its Final Order approving the Zoning By-law Amendment until such time as:

- a. Dunpar has submitted a Conservation Plan to the satisfaction of the Senior Manager, Heritage Preservation Services ("HPS"). The Conservation Plan will include details regarding the extent of conservation work to be undertaken by Dunpar on the Vincent Massey building, namely masonry conservation as well as repair, restoration and replacement of some windows of the two storey building, and repair and restoration of some windows on the one storey easterly addition. No permits including a heritage permit will be issued prior to finalization of the Conservation Plan to the satisfaction of HPS, except that the City agrees to issue a demolition permit for the gymnasium portion of the building on condition that the demolition permit application for the gymnasium will include a detailed strategy to ensure the safety and security of the west wall of the original school building during and after the demolition, to the satisfaction of the Senior Manager, Heritage Preservation Services;
- b. The City has designated under Part IV of the Ontario Heritage Act the property on Parcel 2 (the "Vincent Massey lands"), as illustrated on the attached sketch (Appendix 2) which includes the two-storey building and the one storey east addition, but not including Parcel 1 being the Development site. Dunpar agrees to support such designation by-law. Upon the passing of the by-laws designating Parcel 2 under the

Ontario Heritage Act, Parcel 1 will not be subject to requirements under the Ontario Heritage Act; and

c. Dunpar has entered into and registered on title a Heritage Easement Agreement with the City, to the satisfaction of HPS, to secure the long-term conservation of the Vincent Massey building.

As a condition of settlement, Dunpar agrees that it will not object to the recommendations in the staff report (as adopted by the Toronto Preservation Board on March 23, 2017, to designate the property at 68 Daisy Avenue under Part IV of the Ontario Heritage Act) to be considered at the meeting of the Etobicoke York Community Council on September 6, 2017 and by City Council on October 2, 2017, with amendments to remove reference to the vestibule/cloakroom on the eastern addition of the Vincent Massey building and to authorize the entering into of a Heritage Easement Agreement.

3. Section 37

Pursuant to section 37 of the Planning Act, R.S.O. 1990, c. P. 13, as amended, Dunpar agrees to make a contribution of \$125,000 upon issuance of first above grade permit, to be used towards parkland improvements in Ward 6, and to be secured by a section 37 agreement. This cash amount shall be indexed upwardly in accordance with the Non-Residential Construction Price Index for Toronto, calculated from the date of execution of the Section 37 Agreement to the date of payment.

The Section 37 Agreement will also secure the continuation of the existing for-profit daycare uses in the Vincent Massey Childcare Center ("VMCC"), through the following:

Dunpar agrees to enter into a Section 37 Agreement with the City and the Daycare Operator of the VMCC, to be registered on title to Parcels 1 and 2 that provides for and secures the following:

- a. the Site Specific Zoning By-law will rezone the lands shown as Parcel 2 on Appendix 2 solely for daycare and community uses;
- b. the Section 37 Agreement will require that a daycare centre will continue to operate on Parcel 2 for a defined period of time (up to 20 years) ; and
- c. Dunpar agrees to obtain a letter of undertaking from the current Daycare Operator to commit to operating the daycare for up to 20 years from the date of execution of the Section 37 agreement.

4. Part 5 – Application for Absolute Title

Dunpar agrees to withdraw its Notice of Claim to Ownership of Land by Pre-existing Length of Possession to the lands shown as Part 5 on the attached sketch (PIN 07590-0367 being part of Lot 116, Plan 1572, designated as Part 2 of Plan 66R27595) registered by the Land Registrar on January 31, 2017 as Instrument No. 4474161

together with its Notice of Application for Absolute Title (Subsection 46 (2) of the Act) registered by the Land Registrar on February 28, 2017 as Instrument No. 4497072, only as it pertains to the said PIN 07590-0367 being part of Lot 116, Plan 1572, designated as Part 2 on Plan 66R27595 and shall proceed with the aforesaid Notice of Application for Absolute Title in respect of the balance of the Lands , and provide written acknowledgment to the City that the City is the legal owner of Part 5, upon finalization of a site specific zoning by-law as approved by a final and binding and non-appealable Ontario Municipal Board Order, subject to the following condition:

a. The City agrees to enter into sale or alternatively lease negotiations with the Daycare Operator at fair market value to continue its use of Part 5 for uses ancillary to the purposes of a daycare, including parking.

5. Parkland

The City and Dunpar agree that dedication of lands for an on-site park will not be required, and Dunpar will make the required cash-in-lieu of parkland contribution, not including the Daycare parcel, to be paid at the issuance of the first above-grade building permit.

Sketch of Property

