

CONFIDENTIAL ATTACHMENT 2

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July 17, 2020

Our File No.: 100578

DELIVERED ELECTRONICALLY

Laura Bisset
City of Toronto
Metro Hall, 26th Floor
55 John Street
Toronto, Ontario M5V 3C6

Attention: Laura Bisset, City Legal Services

Dear Ms. Bisset,

**Re: Without Prejudice: Revised Settlement Proposal
Application No. 14 267342 NNY 26 OZ to Amend the Zoning By-law
OMB/LPAT File No. PL 160085
660 Eglinton Avenue East, City of Toronto**

We are solicitors for RioCan Holdings (Sunnybrook) Inc. (“**RioCan**”) and Concert Real Estate Property Corporation (“**Concert**”), the owners of the property municipally known as 660 Eglinton Avenue East in the City of Toronto (the “**Site**”). As you know, RioCan appealed to the Ontario Municipal Board (the “**OMB**” now the Local Planning Appeal Tribunal “**LPAT**”) its site specific application to amend the former Town of Leaside Zoning By-law No. 1916 and City of Toronto Zoning By-law 569-2013 to permit a mixed-use residential and commercial development on the Site. As the Site is located within the Bayview Focus Area as identified within the Eglinton Connects Planning Study, RioCan’s zoning appeal was consolidated with RioCan’s appeal of Official Plan Amendment No. 253 (“**OPA 253**”).

RioCan’s zoning appeal and RioCan’s OPA 253 appeal were the subject of an OMB mediation that led to a settlement of all issues between the parties to the appeals, being the City of Toronto (the “**City**”), the Leaside Ratepayers Association, formerly the Leaside Property Owners Association (the “**LRA**”) and RioCan, and a number of participants including the neighbouring condominium corporation located at 1801 Bayview Avenue (“**TSCC 1542**”).

The mediated settlement proposed a mixed-use development on the Site, primarily mid-rise in scale, with two taller elements of 16 storeys (Building A) and 11 storeys (Building B) with a number of townhouse units along an internal driveway and the provision of the amount of non-residential gross floor area required by OPA 253 (the “**Settlement**”).

The Settlement was provided to the OMB at a settlement hearing held on November 28, 2016. In a decision issued December 21, 2016 (the “**Settlement Decision**”), the Board:

- allowed RioCan’s OPA 253 appeal in part and approved the revised OPA that was provided to the Board; and
- allowed RioCan’s zoning appeal, in part, but withheld its order pending completion of certain matters, being:
 - that the final from of the zoning by-law(s) is satisfactory to the City Solicitor (the “**Zoning By-laws**”);
 - that the registered owner of the Subject Site has entered into the required Section 37 Agreement to the satisfaction of the City Solicitor (the “**Section 37 Agreement**”); and
 - that the owner has satisfied the requirements of the City’s Engineering & Construction Services Department as set out in its memorandum of September 6, 2016 (the “**Engineering Memorandum**”),collectively the “**Settlement Conditions**”.

On June 14, 2017, Concert purchased a 50% interest in the Site. RioCan and Concert finalized the proposed program for the development as purpose built rental apartment buildings and revised the Settlement to ensure the viability of the project by:

- enlarging the retail area;
- converting the ground floor mezzanine level in one building to a full storey resulting in a technical height change to 12-storeys from 11-storeys;
- increasing the number, mix and variety of suites resulting in a slight increase in the development density, and
- consolidating and improving the proposed indoor and outdoor amenity areas and introducing a pedestrian bridge to connect the shared amenities.

All of these matters were addressed while respecting the angular planes and key heights that formed the central components of the mediated Settlement.

Concert presented the proposed revisions to the Settlement to City staff, the LRA, TSCC 1542 and the local Councillor. Further to comments received from all of these groups, Concert further revised the Settlement and submitted a Site Plan Application on April 24, 2019 followed by a further set of revised architectural plans dated February 20, 2020 (the “**Revised Settlement**”).

We are aware that the City Solicitor has the opportunity to seek further directions on RioCan’s appeals at the Council meeting scheduled to commence on July 28, 2020.

In that respect, we are writing to provide the City with this revised Without Prejudice Settlement Offer from RioCan and Concert (the “**Revised Settlement Offer**”), which we ask you to submit to City Council. If accepted, RioCan, Concert and the City would jointly support the Revised Settlement before the LPAT at a hearing event (likely a teleconference) requested to finalize the Tribunal’s approval of RioCan’s zoning appeal in accordance with the Revised Settlement Offer.

The Revised Settlement Offer is attached as Appendix “A” to this confidential attachment and can be summarized as follows:

- the setback of the west building from Eglinton Avenue has been increased to improve the public realm and wayfinding visibility into the central pedestrian connection between the buildings and the east building retail and office from the Bayview / Eglinton intersection.
- office space has been introduced on the ground floor of the west building facing the laneway extending the public realm to the side and rear of the site to animate the laneway;
- office space has been relocated from the west to east building to improve the ground floor retail layout;
- the rectangular layout of the office space in the east building is now a more typical, efficient and flexible space for a single or multiple office tenants and the overlook / facing conditions between office and residential uses has been reduced;
- the ground floor mezzanine level in the east building was changed to a full storey creating functional, marketable 2-storey townhouses facing the laneway and partial 2nd storey retail space;
- the underground garage design has been improved with a more orthogonal layout for the drive aisles, and the non-residential elevator centralized to improve wayfinding and access; and
- the Type G loading has been consolidated in the east building helping to resolve the height constraints associated with providing a Type G loading dock in the west building.

The building continues to achieve a form of urban design that is satisfactory to City Planning Staff, including adherence to a several rear angular planes. The overall floor space index has been increased slightly from 3.45 to 3.62 and the number of units has increased from 352 to 412. The various performance criteria such as amenity space, parking and loading continue to be satisfactory to City staff. A copy of the Revised Settlement plans are attached to this Revised Settlement Offer as Appendix “B”.

In addition, Turner Fleischer Architects has prepared a set of coloured plans which compares the Settlement plans and the Revised Settlement plans and illustrates the application of the angular planes and key heights that formed part of the mediated settlement negotiations. A copy of the TFA comparison plans and angular plane illustrations are attached to this Revised Settlement Offer as Appendix “C”.

Further to the increase in density, there will be an additional Section 37 contribution in the amount of \$165,000.00 (indexed) to be applied to improvements to the greenspace located at the north east

corner of Bessborough Drive and Eglinton Avenue East, over and above the original \$2,700,000.00 (indexed) contribution to be applied to new recreational/ community facilities (including off-site parkland acquisition) in the Leaside community or the expansion of any existing recreational/ community facilities as set out in the Settlement

RioCan and Concert have purchased off-site parkland acceptable to City staff in lieu of an on-site conveyance or a cash-in-lieu payment under section 42 of the *Planning Act*. The off-site parkland dedication will be secured as a convenience in the Section 37 Agreement.

RioCan and Concert have satisfied the requirements of the Engineering Memorandum. RioCan and Concert worked with Crosslinx and Metrolinx to relocate the existing storm sewer pipe from the Site into the Bayview Avenue right of way and the parties are proceeding to release the existing easement on the Site in accordance with Council's direction.

Both the LRA and TSCC 1542 have confirmed their support for the Revised Settlement in writing. A copy of their non-objection letters are attached respectively as Appendix "D" and "E" to this Revised Settlement Offer.

We would be pleased to submit any further information as required.

Yours truly,

Goodmans LLP



Anne Benedetti

- cc. Kelly Wilson, Concert Real Estate Property Corporation
- Andrew Duncan, RioCan Holdings (Sunnybrook) Inc.
- John Andreevski, City of Toronto Community Planning

APPENDIX A
To the Revised Settlement Offer Letter

- 1.1** RioCan, Concert and the City (the “**Parties**”) each agree,
- (a) to jointly support a revised settlement (the “**Revised Settlement**”) at a Tribunal Hearing, potentially by teleconference, of RioCan’s zoning appeal that would allow for the release of the Ontario Municipal Board (the “**Board**”) now the Local Planning Appeal Tribunal’s (the “**LPAT**”) final approval further to the satisfaction of the conditions set out in the December 21, 2016 Board decision and in accordance with the Revised Settlement Offer, and
 - (b) to that end, either Party may file the Revised Settlement Offer at the Tribunal Hearing.

Zoning Amendment

- 1.2** The Parties each agree to request the Tribunal to approve zoning by-law amendments to permit the redevelopment of the Site as shown on the plans and drawings described in Appendix B to the Revised Settlement Offer Letter.

Section 37 Matters

- 1.3** RioCan, Concert and the City acknowledge and agree that the zoning by-law to permit the revised development of the Site in accordance with the Settlement shall include a requirement that, prior to the issuance of any above grade building permit for the revised development, the Owner shall provide a contribution of \$2,700,000.00 (indexed) to be applied to new recreational/community facilities (including off-site parkland acquisition) in the Leaside community or the expansion of any existing recreational/community facilities, and an additional \$165,000.00 to be applied to improvements to the greenspace located at the north east corner of Bessborough Drive and Eglinton Avenue East, with such funds to be used in the discretion of the Chief Planner in consultation with the Ward Councillor.

Parkland Dedication

- 1.4** The Parties acknowledge and agree that RioCan, Concert and the City have agreed that RioCan and Concert will provide an off-site parkland dedication pursuant to 415-26(C)(3) of the Toronto Municipal Code to satisfy, in whole or in part, the parkland dedication requirements for the Site, pursuant to Section 42 of the *Planning Act* and that acceptable off-site parkland has been purchased by RioCan and Concert with the City’s approval
- 1.5** To that end, the Parties agree to the park matters as set out in RioCan’s Original November 7, 2016 Settlement Offer Letter and as re-stated herein in Appendix “F” to this Revised Settlement Offer, be secured as a legal convenience in an agreement entered into pursuant to Section 37 of the *Planning Act*.

Order to be released

1.6 The Parties also agree to request that the Tribunal release its decision following the proposed LPAT hearing event, likely a teleconference, further to the City Solicitor advising the Tribunal at the hearing that:

- (a) the final form of the zoning by-laws are acceptable to the City Solicitor,
- (b) the requirements of the City's Engineering & Construction Services Department as set out in its memorandum of September 6, 2016 have been satisfied; and
- (c) the owner of the Site has entered into the associated satisfactory Section 37 Agreement with the City

APPENDIX B
To the Revised Settlement Offer Letter
Revised Settlement Plans – February 20, 2020

APPENDIX C
To the Revised Settlement Offer Letter
TFA Comparison Plans and Angular Plane Illustrations

APPENDIX D
To the Revised Settlement Offer Letter

LRA Letter of Non-Objection
(Drawings noted as Schedule "A" are the Settlement Drawings Attached hereto as
Appendix "B")

Leaside Residents Association Incorporated
(Formerly Leaside Property Owners' Association Incorporated)
1601 Bayview Avenue
P.O. Box 43582, Toronto, Ontario M4G 3B0

February 28, 2020

Laura Bisset
Solicitor
City of Toronto Legal Services
Metro Hall
26th fl., 55 John Street
Toronto, ON M5V 3C6

and to

Evelyn Dawes
Deputy Registrar
Local Planning Appeal Tribunal
655 Bay Street 15th floor
Toronto, ON M5G 2K4

Dear Mesdames,

Re: **Proposed Redevelopment of 660 Eglinton Avenue East**
OMB Case Number: PL140905

We are writing to advise that the Leaside Residents Association, formerly the Leaside Property Owners' Association, has no objection to the development as shown in the revised drawings attached as Schedule "A" to this letter and dated February 20, 2020 or to any decision or order of the Local Planning Appeal Tribunal in the above noted appeals which implements that development.

Yours truly,

Geoff Kettel for

Geoff Kettel and Carol Burtin Fripp
Co-Presidents

Schedule "A"
Revised Drawing 660 Eglinton Avenue East

APPENDIX E
To the Revised Settlement Offer Letter

TSCC #1542 Letter of Non-Objection
(Drawings noted as Schedule "A" are the Settlement Drawings Attached hereto as
Appendix "B")

The Bayview – TSCC # 1542
1801 Bayview Avenue, Toronto, Ontario M4G 4K2

March 12, 2020

Laura Bisset
City of Toronto Legal Services
Metro Hall
26th fl., 55 John Street
Toronto, ON M5V 3C6

and to


Local Planning Appeal Tribunal
655 Bay Street 15th floor
Toronto, ON M5G 2K4

To whom it may concern:

Re: **Proposed Redevelopment of 660 Eglinton Avenue East**
OMB Case Number: PL140905

We are writing to advise that Toronto Standard Condominium Corporation 1542 has no objection to the development as shown in the revised drawings attached as Schedule "A" to this letter and dated February 20, 2020 or to any decision or order of the Local Planning Appeal Tribunal in the above noted appeals which implements that development.

Yours truly,



Sandra Koivusalo

President – Toronto Standard Condominium Corporation 1542

Schedule "A"
Revised Drawing 660 Eglinton Avenue East

APPENDIX F
To RioCan's Settlement Offer Letter

Parkland Dedication Matters

The following park matters are to be secured as a convenience under Section 37 of the *Planning Act*:

- (a) Subject to the following provisions, the owner of the site (the "Owner") shall make its commercially reasonable best efforts to ensure that prior to the issuance of the first above-grade building permit for the site, it shall convey an off-site dedication for parkland purposes (the "Off-Site Parkland Conveyance") in base park condition to the satisfaction of the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor.
- (b) Should the Owner not have achieved the Off-Site Parkland Conveyance prior to the issuance of the first above-grade building permit, the Owner may choose to submit a Letter of Credit in lieu of and to the value of the Cash-in-Lieu Payment the day before the day the first above-grade building permit is issued. In which case, should the Off-Site Parkland Conveyance not be completed by the earlier of first occupancy or first registration of a condominium of the site, the City may cash the Letter of Credit and apply the proceeds to be paid towards the Cash-in-Lieu Payment. The General Manager, PFR may agree to extend date for the completion of the Off-Site Parkland Conveyance in its sole discretion.
- (c) The Off-Site Parkland Conveyance shall be environmentally acceptable to the General Manager, PFR and shall be free and clear, above and below grade, of all physical obstructions and easements, encumbrances and encroachments, including surface and subsurface easements, unless otherwise approved by the General Manager, PFR.
- (d) The Owner shall pay for all of the costs of the Off-Site Parkland Conveyance, including demolition and removal of any existing structures, environmental remediation, taxes and the preparation and registration of all relevant documents. The Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the Off-Site Parkland Conveyance.
- (e) The Owner and the City acknowledge and agree that the Off-Site Parkland Conveyance consists of the property known municipally as 21 Southvale Drive which is to the satisfaction of the General Manager, PFR, the Chief Planner, and the Ward Councillor.

- (f) The Owner and the City acknowledge and the Owner provided an estimate of the Owner's cost (the "Owner's Off-Site Parkland Cost"), which included: the cost of the land, closing costs including reasonable legal fees and land transfer tax, reasonable consultant costs for the completion of required environmental reports, costs related to the demolition and removal of any existing residential home including permit fees and reasonable consultant costs and environmental remediation costs and base park improvement costs.
- (g) The Owner and the City acknowledge and agree that the Owner's Off-Site Parkland Cost is to the satisfaction of the General Manager, PFR and the Chief Planner, in consultation with the Ward Councillor and that the Owner was advised by the City to proceed with the acquisition of the Off-Site Parkland Conveyance.
- (h) The City and the Owner agree to work in good faith to enter into an appropriate agreement of purchase and sale in respect to the Off-Site Conveyance.
- (i) If the value of the Owner's Off-Site Parkland Cost is the same as the Cash-in-Lieu Payment,
 - a. upon completion of Off-Site Parkland Conveyance, the Owner will have to make no further contribution in respect of Section 42 of the Planning Act, and
 - b. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner.
- (j) If the value of the Owner's Off-Site Parkland Cost is less than the Cash-in-Lieu Payment,
 - a. the Owner shall pay the difference to the City,
 - b. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner, and
 - c. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.
- (k) If the value of the Owner's Off-Site Parkland Cost is greater than the Cash-in-Lieu Payment,
 - a. the City shall pay the difference to the Owner,
 - b. if the Owner has provided a Letter of Credit pursuant to paragraph (b), the City shall return the Letter of Credit to the Owner, and

- c. the Owner will have to make no further contribution in respect of Section 42 of the Planning Act.
- (l) The Owner and the City acknowledge that the Cash-in-Lieu Payment that would otherwise be payable by the Owner is based on the value of 0.0899 hectare (899 square metres) of on-site dedication as appraised by Real Estate Services as of the day before the day the first above grade building permit is issued.
- (m) The City acknowledges that, if the Off-Site Parkland Conveyance is completed prior to the issuance of the first above-grade building permit for the site, then for the purposes of determining the value of the Owner's Off-Site Parkland Cost in relation to the Cash-in-Lieu Payment, the Owner's Off-Site Parkland Cost shall be increased or decreased from the date of the completion of the conveyance to the date of the issuance of the first above-grade building permit, in accordance with increases or decreases in the Statistics Canada Non-Residential Construction Price Index for the Toronto Census Metropolitan area, reported quarterly by Statistics Canada in Building Construction Price Indexes Table 18-10-0135-01, or its successor.