



December 14, 2021

Our File No.: 00-1800

City of Toronto, Legal Services  
55 John Street, 26<sup>th</sup> floor  
Toronto, ON M5V 3C6

**Attention: Ms. Amanda S. Hill, Mr. Nathan Muscat and Mr. Daniel Elmadany, City Legal**

Dear Ms. Hill, Mr. Muscat and Mr. Elmadany:

**RE: ! REVISED "Without Prejudice" Offer to Settle the applications for an Official Plan Amendment and a Zoning by-law Amendment for the properties municipally known as 1-70 EGLINTON SQUARE, 1431 and 1437 VICTORIA PARK AVENUE, and 14, 18, 19, 22, 23, and 26 ENGELHART CRESCENT in the former City of Scarborough**

We are the solicitors for KS Eglinton Square Inc. and KS Engelhart GP Inc. ("Kingsett"), the owners of the properties municipally known as 1-70 Eglinton Square, 1431 and 1437 Victoria Park Avenue, 14, 18, 19, 22, 23, and 26 Engelhart Crescent (the "Site") in the former City of Scarborough. The Site is comprised of a series of five (5) development Blocks as well as an existing shopping centre, which Site is located at the intersection of Victoria Park Avenue and Eglinton Avenue East, just east of the Don Valley Parkway. More specifically, the development Blocks surround the "Eglinton Square" commercial shopping centre located at the south/east corner of the abovementioned intersection and collectively occupy the entire block between Victoria Park Avenue to the west and Pharmacy Avenue to the east on the south side of Eglinton Avenue East, which Site is located within the boundaries of the Council adopted (and under appeal) Golden Mile Secondary Plan.

The immediate surrounding area is eclectic in nature and generally includes a commercial plaza to the north, an approved high-rise mixed-use building to the east, a low-rise residential neighbourhood to the south, and a mix of infill townhomes and commercial retail stores to the west. However, with the completion of the Eglinton Crosstown LRT (the "LRT") expected in 2021, City Planning has established six (6) Focus Areas where considerable growth and intensification is planned to occur. The Site is located along the western boundary of the "Golden Mile", the largest of the six major Focus Areas. The Site's location at the southwest corner of the Golden Mile, and directly south of Eglinton Avenue East, demonstrates the Site's unique characteristic as an important "gateway" into this significant Focus Area.

In recognizing the significant investment in the area, and in also recognizing the City's identification of the Site and surrounding area as an important Focus Area, our client had filed an application for an Official Plan Amendment in September 2016, with an accompanying zoning by-law amendment application filed in 2017 to facilitate the development of the Site with a complete mixed-use

community, including the provision of a range of housing forms as well as new commercial uses. As our client's proposal conforms to the "in force" Official Plan, the site specific Official Plan Amendment application served merely to formally define and articulate our client's vision for a complete, mixed-use redevelopment of the Site in an attempt to take an "active role" with shaping the evolving planning framework for the Golden Mile Area.

Our client's original proposal presumed the retention of the existing shopping mall on the Site with the following five development blocks surrounding the mall:

- Block A was proposed to be developed with two residential towers with the west tower being 38-storeys and the east tower being 40-storeys;
- Block B was proposed to be developed with a single 25-storey residential tower, inclusive of a 6-storey mixed use podium;
- Block C was proposed to be developed with two residential towers with the south tower being 25-storeys and the north tower being 30-storeys, inclusive of a mixed use 6-storey podium;
- Block D was proposed to be developed with two 8-storey midrise buildings inclusive of a shared 2-storey podium; and
- Block E was proposed to be developed with five (5) blocks of 4-storey townhomes with 112 residential units

Six vehicular access points were situated around the Site to facilitate traffic flow to and from the Site, as well as a new internal "ring road" within the Site to assist with flow and to mitigate any concerns associated with the increased density.

The five blocks together resulted in a total gross floor area of 170,768 square metres (excluding the existing shopping centre) and a total density of 2.7 times the area of the Site, which density included the entirety of the site including the shopping centre which was proposed to be left "as is".

In order to facilitate and support the growth and intensification planned for this Focus Area, City Planning initiated a Secondary Plan Study in May 2017 with a goal of bringing forward a final report and a draft Secondary Plan in early 2019. With little to no progress made on the Secondary Plan study for over a year following the commencement of the study process and our client's filing of its application, our client appealed its site-specific Official Plan Amendment application to the Local Planning Appeals Tribunal ("LPAT") on November 10, 2017.

Over the past two and a half years, our client actively participated in the planning process on the Golden Mile Secondary Plan, including attending numerous meetings with City Staff. Through that process, our client has been asked to consider the entire Site comprehensively and to look at a phased development that assumes the existing shopping mall will be replaced in phase 2 of the development. In response to City's Staff's direction, our client looked at the entire site holistically and has made significant revisions to its applications.

On March 30, 2021, our client submitted a "without prejudice" settlement offer to resolve the appeal of its Official Plan Amendment application. The settlement offer was accepted by City Council at its meeting on April 7, 2021 subject to the resolution of several outstanding matters including but

not limited to the allocation of the Section 37 contribution and the review of our client's revised zoning by-law amendment application. Since that time, our client has been working cooperatively with City Staff towards a resolution of its zoning by-law amendment application. The full set of revisions agreed to by our client are reflected in the plans and revised draft site and area specific policy attached hereto and forming part of this offer, with the following providing a description of the settlement proposal which we believe is worthy City Council's approval:

**Eglinton Avenue East, Pharmacy Avenue and Victoria Park Road Widening**

1. ! Our client was asked to include right-of-way widenings along Eglinton Avenue East, Pharmacy Avenue and Victoria Park Avenue in its plans to achieve the planned right-of-way widths in the Golden Mile Secondary Plan. The enclosed plans provide these required widenings, the exact dimensions of which are to be confirmed by a legal surveyor.

**Realignment and Extension of O'Connor Drive**

2. ! With City Council's approval to extend the boundary of the Golden Mile Study to include an extension and realignment of O'Connor Drive, our client was asked to consider accommodating the realignment and extension through its Site. The enclosed plans include a 27-metre wide realignment and extension of O'Connor Drive running east west from Victoria Park Drive to Pharmacy Avenue through the centre of the Site and our client has agreed to the use of a Holding (H) By-law on Blocks D and E to provide the City with certainty in protection for the planned corridor of O'Connor Drive while the Environmental Assessment ("EA") Process reaches completion. Our client's agreement to the use of a Holding (H) By-law on Blocks D and E of its Site is conditional on securing a provision in the Zoning By-law Amendment to address our client's concern about being left in a position where its development rights are restricted in perpetuity pending the outcome of an EA process that it outside of its control as follows:

The Holding (H) Symbol shall be lifted in whole as applicable when one of the following is satisfied:

(1) the selection of intersection location(s) and the public street alignment as it relates to the O'Connor Drive reconfiguration and extension and substantial completion of the Municipal Class Environmental Assessment, under the Environmental Assessment Act, identifying the final alignment of the O'Connor Drive extension; or

(2) it has been demonstrated to the satisfaction of the General Manager, Transportation Services that the development subject of this By-law can proceed without impacting the final determination of the intersection location(s) and public street alignment for O'Connor Drive which is expected to be Quarter 3, 2023.

Notwithstanding the above, if the City has not lifted the Hold by December 31, 2023, the Owner can make a formal application to lift the Hold, and the Holding Provision shall be lifted unless City Council identifies an extraordinary circumstance that justifies the Hold not being

lifted at that time, in which case the owner may, in its sole discretion, agree to extend the timeline. Ninety days prior to the owner filing an application to lift the Hold, the owner will provide formal written notice to the City of its intention to apply to lift the Hold.

3. ! In that respect, our client requests that City Council provide direction to the Chief Planner and Executive Director, City Planning that should the completed Environmental Assessment for the parts relevant to the O'Connor Drive realignment and reconfiguration require amendments to the Zoning By-law, that the City initiate a Zoning By-law Amendment to address any requirements arising from the completed Environmental Assessment, in cooperation and consultation with the owner, including supporting technical reports prepared by the owner the Site as may be required by the Chief Planner. For greater certainty, no further Official Plan Amendment application shall be required to address amendments to our client's plan required by the realignment and reconfiguration of O'Connor Drive.

### **New Public Streets**

4. ! Our client was asked to consider adding two new public streets through its Site. The revised plans include:
  - (i) ! a 23- metre wide north-south public street connecting the proposed O'Connor Drive realignment to Eglinton Square or Eglinton Avenue East;
  - (ii) ! a 14.5-metre partial public street (with the balance of that public street to be constructed and dedicated when the site to the east redevelops) running north-south through the Site from the proposed O'Connor Drive realignment; the 14.5-metre partial public street has been specifically designed to ensure that any of the buildings along that partial public road can be properly serviced and obtain access and address;
  - (iii) ! A 27.0 metre public street that would connect Victoria Park Avenue to the 14.5 metre partial public street on our client's lands, with the intention that the public street would continue out to Pharmacy Avenue.

Our client understands that the design of the new public streets are subject to further review through the Draft Plan of Subdivision application.

### **On-site Parkland Dedication**

5. ! Our client was asked to convey on-site parkland dedication pursuant to Section 42 of the *Planning Act*. The enclosed plans provide for a parkland dedication of 20% of the net Site (excluding public streets and right-of-way widenings) for two new public parks, one along the north side of the proposed O'Connor Drive extension and realignment and the other immediately south of the future O'Connor Drive extension, abutting Pharmacy Avenue. In order to accommodate this on-site dedication, our client has removed the proposed townhouse block (Block E) from its original plans.

6. ! Our client's conveyance of Park A and Park B to the City represents the total parkland dedication for the Site pursuant to Section 42 of the *Planning Act* or any successor legislation and this language shall be secured in our client's Section 37 agreement as well as the Section 37 schedule to the zoning by-law amendments. Further, the City agrees to provide our client with a credit for the parks and recreation component of the Development Charges applicable to the Site for any above-base park improvements agreed to by our client.

#### **Replacement of Existing Library**

7. ! If development of the Site has the effect of removing the existing public library prior to the expiration of the current lease for same, our client agrees to relocate the library on the Site or on a nearby site in accordance with the rights under its current lease registered on title to the Site.

#### **Relocation of Tall Buildings Towards Eglinton**

8. ! Our client was asked to consider moving the taller buildings further to the north, closer to Eglinton and away from the neighbourhood to the south. The enclosed plans place the tall buildings north of the proposed O'Connor Drive extension and realignment, while still minimizing any new shadow on the north side of Eglinton Avenue East and on the existing Victoria Park-Eglinton Avenue Parkette.

#### **Tower Floorplates and Separation Distances**

9. ! Our client was asked to provide floorplate size and tower separation distances that are in keeping with the Tall Building Guidelines and the intent of the Golden Mile Secondary Plan. The enclosed plans include tower floorplates of a maximum of 750 square metres (gross building area) and tower separation distances that are a minimum of 25 metres.

#### **Built Form**

10. In order to be able to provide the significant components of public infrastructure required to support the development of the Site, including two public parks, two new public north-south streets, and the realignment and extension of O'Connor Drive through our client's Site, the tower heights have been revised. Our client agrees to the heights set out in the revised Site Plan (attached hereto as Schedule A), which represents a gross FSI of 3.95 calculated based on Zoning By-law 569-2013. In particular, the heights have been revised as follows:
- Block 1 is proposed to be developed with four residential towers (two fronting onto Victoria Park Avenue and two fronting onto the proposed O'Connor Drive realignment) ranging in height from 22 to 39 as well as an 11 storey mid-rise building fronting onto Eglinton Square (this corresponds to Block D and Block E on Map 1 of the proposed OPA);
  - Block 2 is proposed to be developed with two towers of 36 and 46 storeys connected by a 6-storey podium fronting onto Eglinton Avenue East, a 39-storey tower fronting onto the new north-south public road B and a 44-storey tower with an 4-storey base building fronting onto the new north-south partial public road C, as well as an 8-storey mid-rise building along Public Street A (this corresponds to Block F and G on Map 1 of the proposed OPA);

- Block 3 is proposed to be one of the proposed public parks of a minimum of 2,858 square metres (this corresponds to Block A on Map 1 of the proposed OPA);
- Block 4 is proposed to be the second public park of a minimum of 7,277 square metres (this corresponds to Block B on Map 1 of the proposed OPA); and
- Block 5 is proposed to be developed with a 6-storey mid-rise building in order to create a transition from the taller buildings north of the O'Connor Drive realignment to the neighbourhood to the south of the Site (this corresponds to Block C on Map 1 of the proposed OPA).

The heights described above have been reflected in a revised Map 2 to the site and area specific policy attached hereto.

The revised plans enclosed herewith implement the revisions and significant components of public infrastructure required to support the development of the Site described above, which changes result in a gross density of 3.95 times the area of the Site as a result of the redevelopment of the existing shopping mall. In our respectful submission the revised density is appropriate given the location as a "gateway" with two LRT stations flanking the Site and will facilitate the significant components of public infrastructure required to support the development of the Site, including two new public parks, two new public north-south streets and the extension of the existing O'Connor Drive through our client's Site.

#### **Wind Study:**

11. A physical model wind study with wind tunnel test for the entire site will be provided to the City for approval with the first Site Plan Application.

#### **Potential Future Severance of Block C**

12. Our client's agreement to the draft official plan amendment attached hereto is conditional on the City's confirmation that nothing in the draft official plan amendment will preclude our client making an application for consent to sever the existing low-rise apartment buildings south of the O'Connor Drive realignment as shown on Map 2 of the attached draft official plan amendment from the rest of the Site at any point in time at their discretion

#### **Existing Residential Rental Dwelling Units along Engelhart Crescent**

13. Our client agrees that the Housing Issues Report being provided for the Site will include a reference to improvements to the existing low-rise apartment buildings south of the O'Connor Drive realignment in accordance with Policy 3.2.1.5 of the Official Plan, secured in the Section 37 Agreement as a matter required to support the development. Our client and the City agree that the only improvements being provided by our client will be in the form of landscaping improvements to the streetscape around the new public road being conveyed and around the existing buildings as associated with the new road alignment, and those landscaping improvements will be deemed to satisfy the requirement of Policy 3.2.1.5 of the Official Plan.

### **Privately Owned Publicly-Accessible Spaces (POPS)**

14. Our client agrees to secure the following POPS identified in the revised plans:
- (i) ! Eglinton Avenue East POPS north of Block 2A with a minimum size of 1,464.9 square metres and our client further agrees to integrate the design of this POPS with the adjacent City-owned land;
  - (ii) ! Eglinton Square POPS on Block 1 between Building 1A and 1B with a minimum size of 1,016.7 square metres; and
  - (iii) ! If the 23 metre north-south public street does not connect to Eglinton Square and instead connects directly to Eglinton Avenue East, the hatched area shown on the revised plans will become a POPS.

### **Servicing**

15. Our client confirms that there is no proposed servicing through the proposed parks. Our client's agreement to the settlement offer described herein is conditional on the City's acceptance of our client's servicing plans and design as submitted to Engineering and Construction Services on November 11, 2021 (attached hereto for reference) and as further revised and submitted on December 13, 2021. However, it is understood that if there are any reasonable revisions required, which the applicant/owner agrees to, those revisions are to be substantially based on the servicing materials submitted November 11, 2021 and further revised and submitted December 13, 2021 and can be resolved prior to the implementing planning documents being approved by the Tribunal at a settlement hearing and this settlement shall remain confidential until that time.

### **Transportation and Parking**

16. Our client's revised settlement offer includes a parking ratio of 0.5 spaces per unit. In support of this parking ratio and the density being proposed, our client will agree to the attached Traffic Demand Management ("TDM") package.
17. Given that this is a large project with shared and connected parking garages that will be built and integrated at different times, our client has agreed to provide a phasing plan as set out below, which will also address transportation matters. As part of that phasing plan, our client will include flexibility in parking and loading requirements that will allow phases to proceed that may be temporarily deficient in parking and/or loading for incorporation into the Zoning By-law to the satisfaction of the City and our client.

### **Phasing Plan**

18. Our client agrees that the final form of a phasing plan (including such matters as delivery of community service facilities, infrastructure, transportation matters and parks) on the Site be

provided to the City in a form and content acceptable to the Chief Planner and Executive Director, City Planning (in consultation with appropriate Divisions) to ensure that matters are secured in appropriate agreement(s), the Zoning By-law Amendments and/or Draft Plan of Subdivision and/or site plan agreements, satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor. Our client understands that this settlement will remain confidential until the phasing plan has been provided in a manner satisfactory to the City.

### **Section 37**

19. Kingsett has submitted a zoning by-law application for the Site and has appealed that application to the OLT. In exchange for zoning approvals to permit the development at the density described above, our client will agree to provide to the City a total voluntary contribution through in-kind and/or financial contributions as follows:

- (i) ! The provision of four million dollars (\$4,000,000) payable upon the Zoning By-law Amendments becoming final and binding with all appeal and request for review periods having expired, with the allocation of the funds to be determined by the Ward Councillor in consultation with the Chief Planner;
- (ii) ! The design, construction and conveyance in fee simple of a minimum of 10,000 square feet as an on-site, not-for-profit licensed childcare centre with 62 spaces, in accordance with the City's Child Care Development Guidelines (2021), with the location and timing of delivery satisfactory to the Chief Planner and Executive Director, City Planning and our client;
- (iii) ! The provision of 30 affordable rental housing units, based on 100% Average Market Rent and an affordability period of fifteen (15) years and the provision of 55 affordable rental housing units, based on 100% Average Market Rent and an affordability period of thirty (30) years, both to be delivered on a proportional basis to the market housing in groups of six or more contiguous units, to the satisfaction of the Chief Planner and Executive Director, City Planning;
- (iv) ! For greater certainty, at the end of the 15 and 30 year affordability periods, Kingsett shall be permitted to raise the rents to market rent if the sitting tenants vacate, so long as they are in compliance with applicable Provincial and Municipal legislation at the time the affordability period ends. At the end of the 15 and 30 year affordability periods, there shall be no restriction on converting the units to condominium.
- (v) ! The affordable housing terms described in (iii) and (iv) above represent the entire agreement on affordable housing for the Site. There shall be no revisions or additions to the business terms described above.
- (vi) ! Our client's overall Section 37 contribution of described above shall be deemed to satisfy any community services and facilities policies in the official plan amendment.



The attached site and area specific policy replaces the placeholder Section G1 with the following policy in the official plan amendment and affordable housing policies in its official plan amendment to address Policy 3.2.1.9(b):

"Despite Policy 3.2.1.9(b), the provision of 20% of the residential dwelling units as affordable housing units is not required, provided that through the zoning by-law amendment review process 30 affordable housing units will be secured and maintained with affordable rents for a period of at least period of 15 years and 55 affordable housing units will be secured and maintained with affordable rents for a period of at least 30 years".

For greater certainty, this Section 37 contribution described in 19(i-vi) above represents our client's total Section 37 contribution. There shall be no additional contributions (monetary or otherwise) for public art.

### **Matters Required to Support the Development**

20. Our client agrees to secure the following matters in the Section 37 Agreement as matters required to support the development:

- (i) ! The required transportation improvements and transportation demand management measures identified in the Multi-Modal Transportation Impact Study accepted and satisfactory to the General Manager, Transportation Services and secured to the satisfaction of the City Solicitor and the Chief Planner and Executive Director, City Planning;
- (ii) ! the owner shall provide, at their sole cost and expense, a wind tunnel testing for the development as part of a site plan control application, and thereafter secure and implement mitigation measures identified in any accepted Wind Tunnel Study/Report satisfactory to the Chief Planner and Executive Director, City Planning;
- (iii) ! the POPS identified in this Settlement Offer Letter, whereby as a pre-approval condition to Site Plan Approval for each respective Block where the privately owned publicly accessible open spaces is located, the owner shall convey to the City, for nominal consideration, easement(s) along the surface of the lands, to the satisfaction of the City Solicitor, which shall constitute the privately owned publicly accessible open spaces and any required public access easements to connect the privately owned publicly accessible open spaces to adjacent privately owned publicly accessible open spaces and/or public rights-of-way, where necessary; and the owner shall own, operate, maintain and repair the privately owned publicly accessible open spaces and install and maintain a sign, at its own expense, stating that members of the public shall be entitled to use the privately owned publicly accessible open spaces at all times of the day and night, 365 days of the year; and the specific location, configuration and design of the privately owned publicly accessible open spaces shall be determined in the context of a site plan approval for each building and/or block

pursuant to Section 114 of the City of Toronto Act, 2006, and secured in a Site Plan Agreement with the City;

- (iv) ! the provision of public access easements over the private streets to the satisfaction of the Chief Planner and Executive Director, City Planning, with the exact location, design and timing of delivery of the easement to be determined in the context of a Site Plan Approval for each private street or part of each private street within the Block; the owner shall own, operate, maintain and repair the public easement area and install and maintain a sign, at its own expense, stating that members of the public shall be entitled to use the public easement area at certain times of the day and night, and the owner may restrict other uses of this space, so long as they do not unreasonably obstruct pedestrian movement of persons of all ages and abilities with such matters determined in the context of a site plan approval pursuant to Section 114 of the City of Toronto Act, 2006, and secured in a Site Plan Agreement with the City;
- (v) ! the owner will construct and maintain the Development Site in accordance with Tier 1, Toronto Green Standard.
- (vi) ! the requirements for a construction management plan to be provided at site plan approval, including but not limited to, noise, dust, size and location of staging areas, location and function of gates, dates of significant concrete pouring, lighting details, vehicular parking and queuing locations, street closures, coordination with adjacent on-going development construction, parking and laneway uses and access, refuse storage, site security, site supervisor contact information, any required coordination with Metrolinx regarding the Eglinton Crosstown LRT, and a communication strategy with the surrounding community, and any other matters requested by the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services;
- (vii) ! implementation of, and/or mitigation measures listed, in any the reports, studies and plans accepted by the City submitted by the owner and any such implementation measures secured in the appropriate agreements; and
- (viii) ! the conditions and matters as identified in memorandums provided to the City on behalf of Metrolinx as it relates to the Eglinton LRT, utility companies Toronto District School Board, Toronto District Catholic School Board, and the Toronto and Region Conservation Authority based on their review of the development applications, all of which are identified satisfactory to the Chief Planner and Executive Director, City Planning and secured in the appropriate agreement(s), the Zoning By-law Amendment and Draft Plan of Subdivision conditions (where appropriate), satisfactory to the City Solicitor.

21. Please note that this offer replaces all prior offers and is conditional on City Council adopting this settlement offer along with the attached site plan, servicing plan and revised site and area specific policy that reflects this revised offer.
22. If City Council accepts this settlement offer and upon the settlement becoming public, our client agrees to resubmit its previously accepted reports, plans, drawings and materials to remove the “without prejudice” labels so that the City may upload them to the Application Information Centre as applicable.
23. On November 25, 2020, Kingsett filed an appeal of the Golden Mile Secondary Plan ("GMSP") to the LPAT.
24. At the hearing event of Kingsett’s official plan amendment appeal, zoning by-law amendment appeal and GMSP appeal, the City and Kingsett will request the OLT bring the GMSP into force as it applies to the Site in the form which permits the official plan amendment. Our client also agrees that should there be any changes to the Golden Mile Secondary Plan (OPA 499) that would eliminate the repetition of the policies in this Revised OPA that such policies may be deleted from this Revised OPA, in a manner satisfactory to the City and our client. Our client also does not have a preference whether the policies in this Revised OPA form part of Chapter 6, Section 43, Section 14 of the Golden Mile Secondary Plan or Section 7, Site and Area Specific Policies of the Official Plan, in the exercise above of reducing and/or eliminating redundant policies in the Revised OPA.
25. If City Council does not accept this settlement offer, the settlement offer shall remain confidential and without prejudice.
26. If City Council accepts this settlement offer, our client will agree to the following conditions:
  - (i) ! the decision of City Council shall be disclosed to Kingsett on a confidential and without prejudice basis, but shall otherwise remain confidential until the City and our client finalize the implementing Zoning By-law Amendments to the satisfaction of the Chief Planner and Executive Director, City Planning and our client;
  - (ii) ! the City and our client agree to request the OLT to consolidate the appeals of the Official Plan Amendment and Zoning By-law Amendment applications;
  - (iii) ! Our client agrees that it shall submit a physical model wind study with wind tunnel test for the entire Site, which study shall be provided to the City with the first Site Plan Application for the Site;
  - (iv) ! the owner has submitted a revised Housing Issues Report (including revised Phasing Plan for replacement rental units (if any) and the provision of new affordable housing units as per Section 11(ii) above) acceptable to the Chief Planner and Executive Director, City Planning and such matters secured in the manner satisfactory to the Chief Planner and Executive Director, City Planning and the City Solicitor;

27. Our client will agree that the OLT Order on the OPA and Zoning By-law Amendment be withheld for the following conditions:

- (i) ! the proposed Official Plan Amendment and Zoning By-law Amendment is in a content and form satisfactory to the City Solicitor and the Chief Planner and Executive Director, City Planning and the City Solicitor;
- (ii) ! the owner has provided a final form of Phasing Plan, in a content and form acceptable to the Chief Planner and Executive Director, City Planning, in consultation with the General Manager, Transportation Services, the General Manager, Parks, Forestry and Recreation, the Chief Engineer and Executive Director, Engineering and Construction Services, the Executive Director, Corporate Real Estate Management and the City Solicitor;
- (iii) ! the owner has entered into a Section 37 Agreement with the City that has been executed, and registered on title to the property all to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor securing the owner's Section 37 contributions identified above and the matters agreed to and/or required in support of the development of Development Site; and
- (iv) ! the owner has agreed to resolve its appeal of Official Plan Amendment 499, including the Golden Mile Secondary Plan and not seek any party or participant status on the appeals, and that Official Plan Amendment 499 is brought into force as it applies to the Site.

Please note, this revised "Without Prejudice" Offer to Settle replaces all prior offers and is valid until the completion of the City Council meeting commencing on December 15<sup>th</sup>, 2021. Should you have any questions, please do not hesitate to contact the writer, or Jessica Smuskowitz, a lawyer in our office.

Yours very truly,



Adam J. Brown !

Encls.

Cc: Councillor Gary Crawford  
Councillor Michael Thompson  
Mr. Paul Zuliani (Director, Scarborough Community Planning)  
Ms. Emily Caldwell (Senior Planner, Scarborough Community Planning)  
Mr. William Logar (KS Eglinton Square Inc. and KS Engelhart GP Inc.)  
Mr. Tom Giancos (KS Eglinton Square Inc. and KS Engelhart GP Inc.)  
Ms. Ingrid Beausoleil (KS Eglinton Square Inc. and KS Engelhart GP Inc.)