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May 4, 2022

**Via Email (gabe.szobel@toronto.ca)**

**Without Prejudice**

Toronto City Council  
City Hall, 12th Floor, West Tower  
100 Queen Street West  
Toronto, ON M5H 2N2

**Attention: Gabe Szobel, Solicitor**

To Whom it May Concern:

**Re: Settlement Offer – 290 Old Weston Road  
Ontario Land Tribunal Case/File Nos. PL210041, PL210042, and PL210043**

We are the solicitors for i2 Developments (Old Weston) Inc. (the “**Owner**”), the owner of the property known municipally as 290 Old Weston Road (the “**Subject Property**”) in the City of Toronto (the “**City**”).

The Owner filed applications to amend the City’s Official Plan, Zoning By-law No. 569-2013, and Zoning By-law No. 438-86, which were deemed complete by the City as of August 26, 2020 (collectively, the “**Application**”).

On December 15, 2020, the Owner appealed the Application to the Ontario Land Tribunal (the “**Tribunal**”) pursuant to section 22(7) and section 34(11) of the *Planning Act* (Tribunal Case/File Nos. PL210041, PL210042, and PL210043 – collectively, the “**Appeal**”). In its decision dated June 24, 2021, the Tribunal set a ten day hearing of the Appeal to commence on May 30, 2022.

We write to make an offer to settle the Appeal of the Application with the City in its entirety (the “**Settlement Offer**”). The Settlement Offer terms are as follows:

**1. Built Form**

The official plan amendment and zoning by-law amendment will permit the proposed development (the “**Development**”), generally in accordance with the set of plans and drawings which is attached hereto as Schedule “A” (the “**Settlement Plans**”), which includes:

- (a) a twenty-nine storey residential building (excluding mechanical penthouse), with a maximum tower floor plate of 790 square metres (the “**Residential Building**”);

- (b) a six-storey non-residential building fronting onto Old Weston Road (the “**Non-Residential Building**”), including an obligation to build the Non-Residential Building immediately upon such time as the Delta Bingo Driveway (as such is generally depicted on the Settlement Plans) is opened as a public highway; and,
- (c) full on-site parkland dedication, located at the intersection of Old Weston Road and the future Davenport Road extension (as such is generally depicted on the Settlement Plans).

The Settlement Plans, included alongside this Settlement Offer, if accepted by City Council, would amend the plans previously submitted to the Tribunal for the Appeal.

## 2. Section 37 Contribution and Agreement

Provided that the Application is not subject to a Community Benefits Charge, in fulfillment of its obligations under section 37 of the *Planning Act* (the “**Section 37 Contribution**”), the Owner shall either:

- (a) convey affordable rental housing units to a non-profit housing provider in accordance with the terms and conditions set out below (the “**ARHU Conveyance**”); or,
- (b) provide a cash contribution to the City in accordance with the terms and conditions set out below (the “**Cash Contribution**”).

The nature of the Section 37 Contribution shall be irrevocably elected by the Executive Director, Housing Secretariat, and determined in her sole and unfettered discretion (the “**Election**”). Notice of an Election in favour of either the ARHU Conveyance or the Cash Contribution must occur prior to the later of:

- (a) June 1, 2025; and,
- (b) issuance of the first above-grade building permit in respect of the Development.

In the absence of an Election prior to the above-referenced dates, the Section 37 Contribution shall be limited to the Cash Contribution only.

The section 37 agreement may also be used as a legal convenience to secure additional matters, such as the timing of the Owner’s obligation to construct the Non-Residential Building, as outlined above.

### ARHU Conveyance

Should the Executive Director, Housing Secretariat, elect to require the ARHU Conveyance, the ARHU Conveyance will secure the following matters as the Section 37 Contribution, and will occur in accordance with the following terms and conditions:

- (a) The ARHU Conveyance will require the Owner to convey all eighteen residential dwelling units, and the central interior floor space located on the second storey of

the Residential Building comprised of 15,385 square feet (the “**Secured Units**”), to a non-profit affordable housing provider (collectively, the “**Non-Profit Provider**”), being either:

- (i) the Luso Canadian Charitable Society (“**Luso**”); or,
  - (ii) another non-profit affordable housing provider selected by the City, and approved by the Owner (the “**Alternative Provider**”).
- (b) The ARHU Conveyance will require the Owner to sell the Secured Units to the Non-Profit Provider at a price of \$915.61 per saleable square foot, representing a total value of approximately \$14,086,625 (the “**Below-Market Sale Price**”), wherein the Below-Market Sale Price is below the current assumed market price of \$1,225 per saleable square foot, representing a total market value of approximately \$18,846,625.
- (c) Provided that the Application is approved for the City’s Open Door Program at City Council concurrently at the time of City Council’s acceptance of this Settlement Offer, the Below-Market Sale Price for the Secured Units will be further reduced by an amount equivalent to the financial incentives provided to the Owner through the Open Door Program and no net cost to the Development, and the Owner will enter into a municipal housing project facility agreement with the City to secure the Open Door Program incentives being provided until the completion of the ARHU Conveyance.
- (d) The eighteen Secured Units will:
- (i) have a layout substantially in accordance with the sample second storey floor plans, as such are indicated within the Settlement Plans;
  - (ii) be designed as accessible and barrier-free, with standard unit finishes equal to the unit finishes in the other residential units in the remainder of the Residential Building;
  - (iii) include the conveyance for no extra cost of a total of three parking spaces (one standard and two barrier-free parking spaces) to the Non-Profit Provider, with an assumed market price of \$240,000 (representing a total market value of approximately \$19,086,625);
  - (iv) include full access to, and use of, all indoor and outdoor amenities in the Development at no extra charge, and on the same terms and conditions as any other resident of the remainder of the Residential Building, without the need to pre-book or pay a fee, unless specifically required as a customary practice for private bookings;
  - (v) include laundry facilities on the same basis as the other residential units in the remainder of the Residential Building; and,

- (vi) include access to permanent and visitor bicycle parking and bicycle lockers on the same terms and conditions as the other residential units in the remainder of the Residential Building.
- (e) Contemporaneously with the Election of the ARHU Conveyance by the Executive Director, Housing Secretariat, the City and the Owner must enter into an agreement of purchase and sale (the “**APS**”) for the sale of the Secured Units to the Non-Profit Provider and the City (as a contingent transferee) (for greater clarity, the requirement to enter into the APS shall not in any way delay the issuance of an above-grade permit for the construction of the Development).
- (f) The APS will be subject to the following terms:
  - (i) that the City shall not be liable to pay any deposit, penalty, or liquidated damages to the Owner or the Non-Profit Provider in the event the City terminates the APS following Election for any reason, including failure of the Non-Profit Provider to close on the transaction, a lack of funding to complete the transaction, or the City being unsuccessful in identifying an Alternative Provider (for greater clarity, if the Non-Profit Provider fails to close on the transaction following the Election, the Owner shall have nonetheless satisfied the Section 37 Contribution required for the Development);
  - (ii) that any timelines associated with the APS may be extended by mutual agreement of the parties;
  - (iii) that the closing of the purchase transaction with any Non-Profit Provider shall be conditional on the Non-Profit Provider having entered into a municipal housing project facility agreement with the City to secure the financial assistance being provided, including the decreased value of the Secured Units and the value of the Open Door Program incentives, if any, and to set out the terms of the operation of the new affordable rental housing to be provided for a 99-year affordability period beginning from the date that each such unit is first sold to the Non-Profit Provider;
  - (iv) that standard closing adjustments shall be made with respect to the Secured Units sold to the Non-Profit Provider (for greater clarity, such adjustments shall not include upward adjustments for development charges, property taxes, or other fees or charges associated with the City’s Open Door Program); and,
  - (v) that the Owner shall be solely responsible and liable for remitting the Harmonized Sales Tax eligible on the Secured Units, if the conveyance to the Non-Profit Provider and/or the City are not be eligible for any new housing rebates.

### Cash Contribution

Should the Executive Director, Housing Secretariat, elect to require the Cash Contribution, the Cash Contribution will secure the following matters as the Section 37 Contribution, and will occur in accordance with the following terms and conditions:

- (a) the Owner will pay to the City a cash contribution of \$5,000,000.00 (Five Million dollars), upwardly indexed from the date of execution of the section 37 agreement in accordance with the Residential Building Construction Price Index for the Toronto Census Metropolitan Area, payable to the City upon the later of:
  - (i) issuance of the first above-grade building permit in respect of the Development; and,
  - (ii) the City providing notice to the Owner of its Election to require the Cash Contribution.

### **3. Plan of Subdivision Application**

Provided the Settlement Offer is conditionally accepted in accordance with the terms set out herein, and provided that the Owner's application for site plan approval for the Subject Property is deemed complete prior to September 1, 2022, the Owner agrees to withdraw their application for subdivision approval for the Subject Property (City File No. 21 163044 STE 09 SB).

### **4. Conditions**

This proposed Settlement Offer is conditional on:

- (a) City Council conditionally accepting this Settlement Offer during its meeting scheduled for May 11 and 12, 2022;
- (b) the City, and any and all other parties to the Appeal, consenting to the Owner requesting a settlement hearing for the Appeal, for the issuance of a Final Order at the settlement hearing that approves the Settlement Plans and the final form of the zoning by-law amendment;
- (c) the approval of the Development not being subject to a Holding Symbol of any kind for any purpose;
- (d) the Owner providing, and the City confirming the acceptability of, the following additional supporting materials either prior to the issuance of the Tribunal's Final Order approving the Settlement Plans, or as a condition of the s. 37 agreement or as part of site plan` approval, as may be determined by the City Solicitor:
  - (i) an updated transportation impact study for the Development;
  - (ii) an updated and peer reviewed rail safety, noise, and vibration study for the Development, to the satisfaction of the Chief Planner & Executive Director, City Planning; and,

- (iii) an updated functional servicing report, storm water management report, and hydrogeological investigation report for the Development, to the satisfaction of the Chief Engineer & Executive Director, Engineering & Construction Services;
- (e) the section 37 agreement being finalized, executed, and registered as soon as possible, either before or after the Tribunal's issuance of the Final Order; and,
- (f) the Final Order being effective prior to the Community Benefits Charge transition date, and no Community Benefits Charge being payable for the Development.

This Settlement Offer is made without prejudice. Should the Settlement Offer be accepted by City Council, it may be released publicly. Should you require further information please do not hesitate to contact the undersigned.

Sincerely,

McCarthy Tétrault LLP

A handwritten signature in black ink, appearing to read 'MF/DA', is written over a faint, larger signature.

Michael Foderick  
MF/DA

Attachment

**Schedule "A"**

Settlement Plans, prepared by TACT Architecture Inc., dated April 28, 2022

# 290 Old Weston Road Settlement Proposal (Revised)

Friday, April 29, 2022





Municipal Address 290 Old Weston Rd							
SITE	Site Area	6,919.5	sm	74,481	sf		
	Davenport Frontage	108.8	m	356.9	f		
	Old Weston Rd Frontage	44.8	m	147.1	f		
LOT COVERAGE		2,881.9	sm	31021	sf		
		41.6%					
LANDSCAPED OPEN SPACE		4,037.6	sm	43,460.0	sf		
		58.4%					
BUILDING HEIGHT	Established Grade	124.06	m				
	Established Grade	97.60	m				
TOWER FLOORPLATE	Typical Tower Floorplate/GCA	790	sm	8,506	sf		
GROSS FLOOR AREA	Residential GFA	25,477	sm	274,236	sf		
	Employment GFA	1,960	sm	21,101	sf		
	Total GFA	27,438	sm	295,337	sf		
FLOOR SPACE INDEX	Residential FSI	3.68					
	Employment FSI	0.28					
	Total FSI	3.97					
UNIT COUNT		unit count	% of total				
	Studio	46	12%				
	1BD	211	57%				
	2BD	79	21%				
	3BD	33	9%				
	4BD	1	0%				
	Total Unit Count	369					
UNIT SIZE		avg size					
	Studio	43	sm	466	sf		
	1BD	53	sm	567	sf		
	2BD	67	sm	722	sf		
	3BD	103	sm	1106	sf		
AMENITY SPACE	Indoor	738	sm	642	sm	6,910	sf
	Outdoor	738	sm	642	sm	6,910	sf
	Total Amenity Space	1,476	sm	1,284	sm	13,820	sf
VEHICULAR PARKING	Resident Stalls	343		45			
	Visitor Stalls	36		19			
	Employment Stalls	68		0			
	Total Parking Count	447		64			
BICYCLE PARKING	Barrier-free spaces	2		2			
	included in total						
	Car Share Spaces	2		2			
	Not included in total						
BICYCLE PARKING	Long-Term Residential Bicycle Spaces	333		333			
	Short-Term Residential Bicycle Spaces	33		33			
	Total Residential Bicycle Spaces	366		366			
	Long-Term Employment Bicycle Spaces	4		4			
	Short-Term Employment Bicycle Spaces	7		7			
	Total Employment Bicycle Spaces	11		11			
LOADING	Type 'G' Loading Space	1		1			
	Type 'B' Loading Space	1		1			

TACT

Revision:		
No.	Date	Revision

DRAFT

TACT Architecture Inc.

660R College Street [Rear Lane]  
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job title  
290 Old Weston Road

client  
I2 Developments (Old Weston) Inc.

sheet title  
Site Statistics

drawn by	checked by
AZD	PJ
issue date	
Friday, April 29, 2022	
scale	

job number  
1903

A101

**290 OWR April 29, 2022 - 29F Residential Building (DRAFT)**

GFA Breakdown				GROSS CONSTRUCTION AREA		GFA DEDUCTIONS		AMENITY	NON RES	GFA	RES. GFA		ESTIMATED SALEABLE		UNITS							
		floor to floor ht.	floor level (t/o slab)	total		total									TOTAL							
no.	storey	m	m	sf	sm	sf	sm	sf			sf	sm	sf	sm	studio	1bd	1bd+d	2bd	2bd+d	3bd	4bd	
	roof		97.60																			
	mechanical	6.30	91.30	3,187	296						3,187.0	0										
29	residential	3.50	87.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
28	residential	3.00	84.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
27	residential	3.00	81.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
26	residential	3.00	78.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
25	residential	3.00	75.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
24	residential	3.00	72.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
23	residential	3.00	69.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
22	residential	3.00	66.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
21	residential	3.00	63.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
20	residential	3.00	60.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
19	residential	3.00	57.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
18	residential	3.00	54.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
17	residential	3.00	51.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
16	residential	3.00	48.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
15	residential	3.00	45.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
14	residential	3.00	42.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
13	residential	3.00	39.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
12	residential	3.00	36.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
11	residential	3.00	33.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
10	residential	3.00	30.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
9	residential	3.00	27.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
8	residential	3.00	24.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
7	residential	3.00	21.80	8,506	790	526	49	0	0		7,980.0	741.4	7,388.0	686.4	12	2	4	2	3	0	1	0
6	residential	3.50	18.30	16,926	1,572	2,466	229	0	1,815		14,460.0	1,343.4	12,872.0	1,195.8	19	0	10	5	2	0	2	0
5	residential	3.00	15.30	16,926	1,572	2,466	229	0	1,815		14,460.0	1,343.4	12,872.0	1,195.8	19	0	10	5	2	0	2	0
4	residential	3.00	12.30	17,626	1,638	2,466	229	0	1,815		15,160.0	1,408.4	12,872.0	1,195.8	19	0	10	5	2	0	2	0
3	residential	3.00	9.30	17,626	1,638	2,466	229	0	1,815		15,160.0	1,408.4	12,872.0	1,195.8	19	0	10	5	2	0	2	0
2	residential	3.00	6.30	17,626	1,638	651	60	0	0		16,975.0	1,577.0	13,599.0	1,263.4	18	0	9	4	2	0	2	1
1	Lobby/amenity/loading	6.30	0.00	15,129	1,406	3,835	356	6,910.0	0		11,294.0	1,049.2										
-1	parking			37,232	3,459	37,232	3,459	6,910.0	7,260.0		0.0	0.0										

TOTAL	above grade GCA	300,684	27,934	274,236.0	sf	235,011.0	370	46	141	70	79	0	33	1	
	below grade GCA	37,232	3,459					12%	38%	19%	21%	0%	9%	0%	
	total GCA	337,916	31,393					0%	70%	20%	10%				
TOTAL GFA		274,236	sf												
SITE AREA		74,481													
FSI		3.68	x												

**290 OWR April 29, 2022 - 6F Office Building (DRAFT)**

[illegible][illegible]

# TACT

Revision:

No.	Date	Revision
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DRAFT

**TACT Architecture Inc.**

660R College Street [Rear Lane]  
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job title

**290 Old Weston Road**

client

**12 Developments (Old Weston) Inc.**

sheet title

## Site Statistics

drawn by

AZD PJ

issue date

**Friday, April 29, 2022**

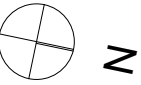
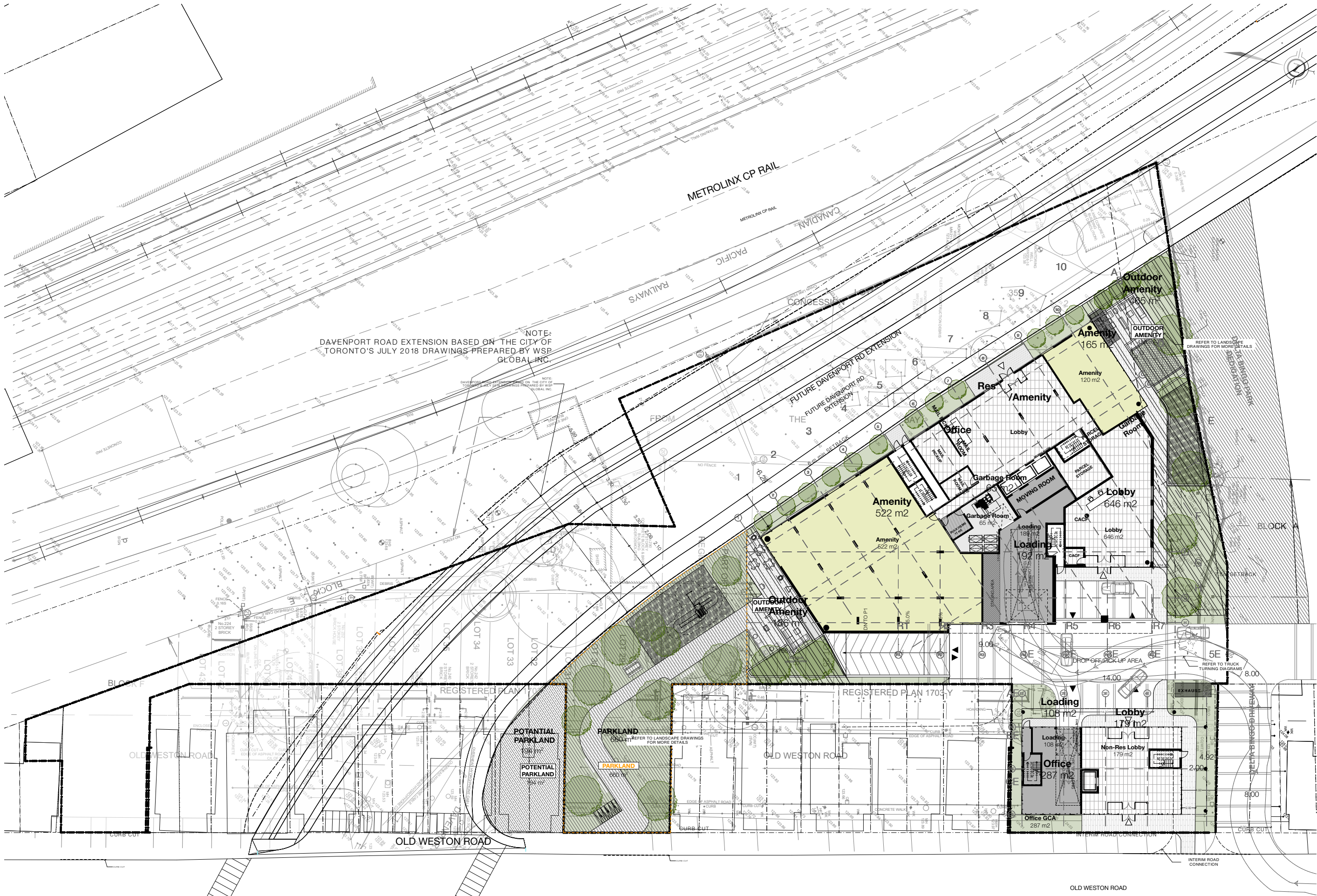
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job number

## 1903

# A102





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client  
**12 Developments (Old Weston) Inc.**

sheet title  
**GF**

drawn by  
**AZD**

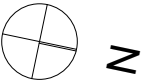
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**Friday, April 29, 2022**

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job number  
**1903**





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job title  
**290 Old Weston Road**

client  
**I2 Developments (Old Weston) Inc.**

sheet title  
**2F-6F**

drawn by  
**AZD**

checked by  
**PJ**

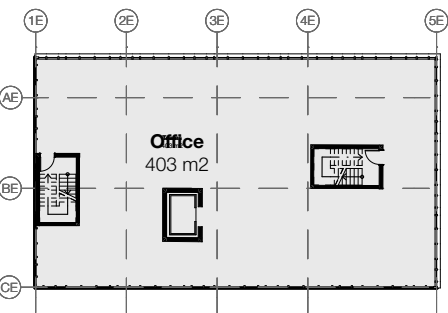
issue date  
**Friday, April 29, 2022**

scale  
**1:500**

job number  
**1903**



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CONFIRMED BY OBC CONSULTANT.  
COMMUNAL SOCIAL SPACE LAYOUT TO BE DETERMINED.

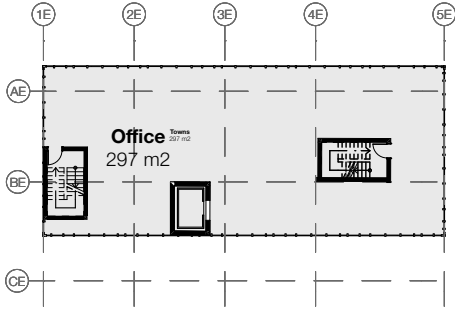


1

FLOOR PLAN 2  
SCALE 1:500



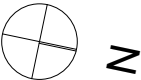
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RES LOND-TERM:78  
RES SHORT- TERM: 9



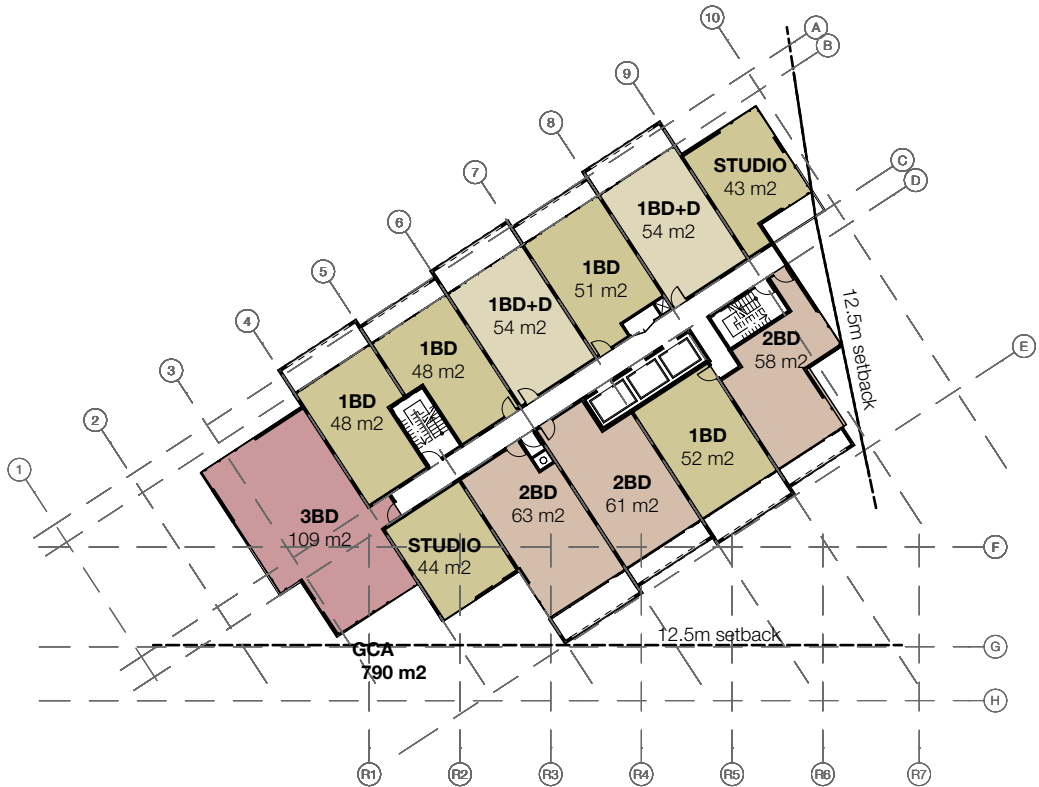
2

FLOOR PLANS 3-6  
SCALE 1:500

Revision:		
No.	Date	Revision



DRAFT



1 FLOOR PLANS 7-29  
SCALE 1:500

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sheet title  
5F-22F

drawn by  
AZD

checked by  
PJ

issue date  
Friday, April 29, 2022

scale  
1:500

job number  
1903

660R College Street [Rear Lane]  
Toronto ON M6G 1B8  
416 516 1949  
info@tactarchitecture.com

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file: 1903- 290 OWR v.81 main file.pln

job title

**290 Old Weston Road**

client

**I2 Developments (Old Weston) Inc.**

sheet title

## Section B

drawn by

**AZD**

checked by

PJ

---

issue date

**Friday, April 29, 2022**

scale

job number

1903

**TACT Architecture Inc.**  
660R College Street [Rear Lane]  
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file: 1903- 290 OWR v.81 main file.pln

job title  
**290 Old Weston Road**

client  
**I2 Developments (Old Weston) Inc.**

sheet title  
**Angular Planes A-C**

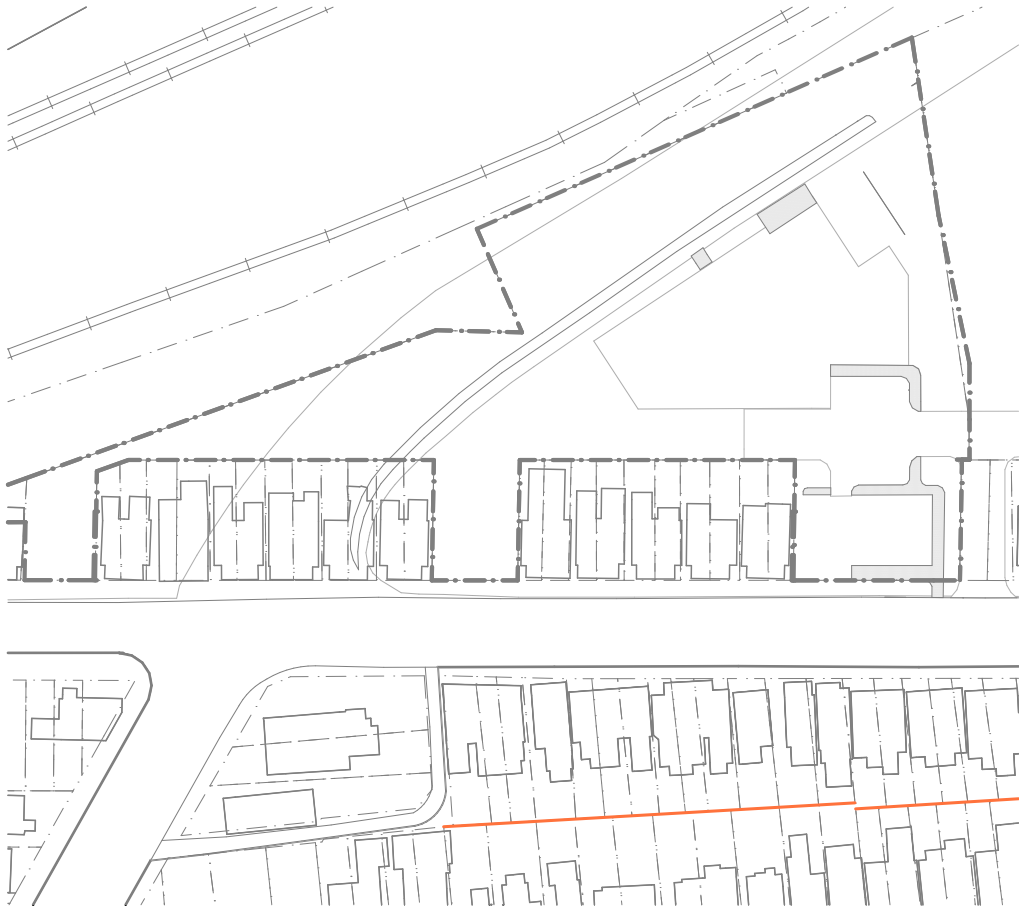
drawn by  
**AZD**

checked by  
**PJ**

issue date  
**Friday, April 29, 2022**

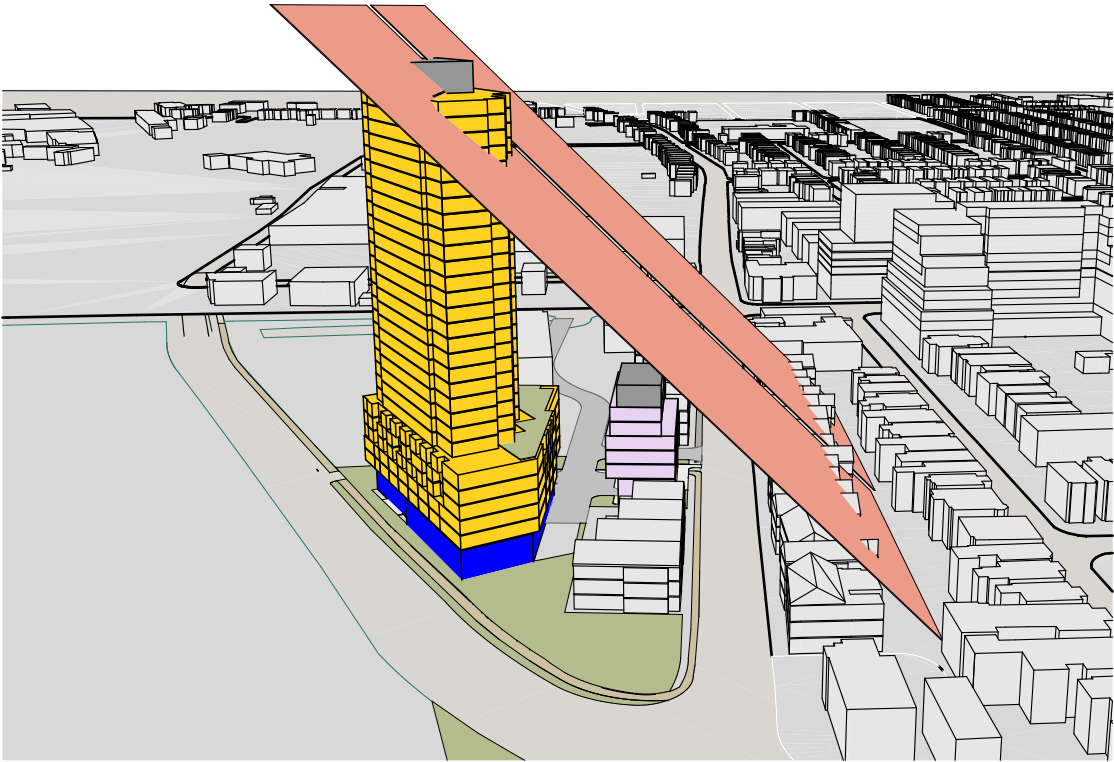
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job number  
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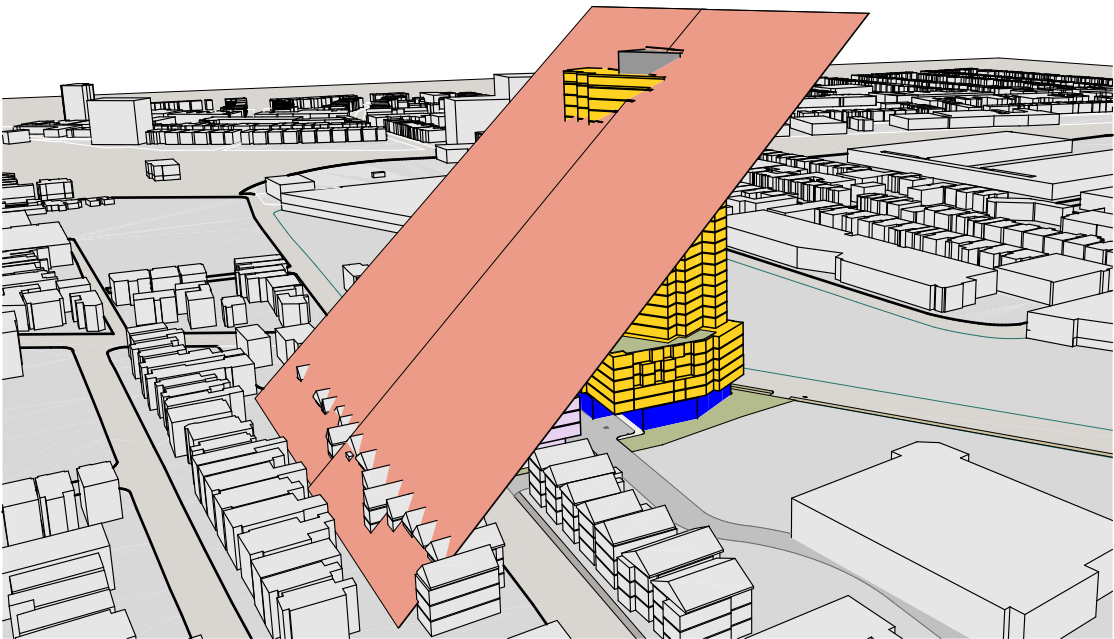


Site Plan

Angular Plane A- 45 degree from rear property line



Looking N



Looking W