



Barristers & Solicitors

Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211  
Facsimile: 416.979.1234  
goodmans.ca

Direct Line: 416.597.4299  
dbronskill@goodmans.ca

June 9, 2022

Our File No.: 192094

**WITHOUT PREJUDICE**

**Via Email**

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

**Attention: Sarah O'Connor/Daniel Elmadany**

Dear Sirs/Mesdames:

**Re: OLT Case No. OLT-22-002403 – 36-44 Eglinton Avenue West  
Confidential and Without Prejudice Offer to Settle**

We are solicitors for 36 Eglinton Duplex Inc. (the “**Appellant**” or “**Applicant**”) in respect of the properties known municipally in the City of Toronto as 36-44 Eglinton Avenue West (the “**Property**”). We are writing on behalf of our client with a without prejudice settlement offer in respect of the above-noted matter. This settlement offer would remain open until the end of the City Council meeting scheduled to commence on June 15, 2022.

As you know, our client engaged in without prejudice mediation with City staff and area residents over the last several months regarding the redevelopment proposal for the Property. These discussions have resulted in revised plans, dated May 4, 2022, and prepared by Wallman Architects and are attached to this letter as Schedule “A” (the “**Revised Plans**”). Our client greatly appreciates the efforts of all parties in achieving this settlement.

The terms of this without prejudice settlement offer are as follows:

1. The settlement offer is based on the Revised Plans, which would be implemented through the resulting zoning by-law amendment(s) and bring the site into City-wide Zoning By-law 569-2013, with the exception of certain tower setbacks that will result in additional revisions to the revised plans:
  - (i) the east tower setback would be 10.0 metres for floors 7 to 29 (or an approximate geodetic height of 99.31 metres);

- (ii) the east tower setback would be 8.5 metres for floors 30 to 59;
- (iii) the west tower setback would be 3.0 metres at the north end and 3.35 metres at the south end for floors 7 to 29 (or an approximate geodetic height of 99.31 metres and for clarity, the intent is to be at or above the geodetic height of the roof of the 23 storey office building to the east to be confirmed in the zoning by-law amendment);
- (iv) the west tower setback would be 1.5 metres at the north end and 1.8 metres at the south end for floors 30 to 59.

2. The Revised Plans incorporate the following revisions:

- (i) replacement of the a minimum of 2,677.6 square metres of gross floor area for office uses. For clarity, the calculation of gross floor area for office uses in accordance with Zoning By-law 569-2013 includes at-grade lobby area of approximately 50.9 square metres;
- (ii) the height of the tower has been reduced from 65-storeys to 59-storeys, with a height to the top of roof of 192.9 metres and a height to the mechanical penthouse of 199.9 metres;
- (iii) the Revised Plans include reconfigured at-grade space to enable retail uses along Duplex Avenue, increased setbacks, and removal of an exterior column for an expanded and improved pedestrian experience;
- (iv) the proposed gross floor area has been reduced from 45,112 square metres to approximately 42,627 square metres with a resulting FSI of 30.5;
- (v) the Revised Plans confirm a minimum of 10% 3-bedroom units, 15% 2-bedroom units, and a further 15% as 2-bedroom or 3-bedroom units;

Lifetime understands that the Property is constrained in size and the redevelopment of the Property fits within a larger block and that the setbacks to adjacent sites and redevelopment potential were considered. To the north of the Property, the existing building consists mostly of a blank wall. Redevelopment of this property, especially in proximity to the north property line of the Property, is complicated by easement and lease documents that secure long-term access from Duplex Avenue to the Yonge-Eglinton Centre. Further, the Minutes of Settlement between our client and the owner to the lands of the east of the Property (the Yonge-Eglinton Centre) permit our client to object to any redevelopment of that property in the

event that it proposes a tall building closer than 12.5 metres to the east property line of the Property. Lifetime will lead evidence to the Tribunal to this effect as it relates to tower setbacks from lot lines in support of any settlement.

3. In the event City Council accepts this without prejudice settlement offer, my client agrees that the final order of the Ontario Land Tribunal would be withheld pending:
  - (i) confirmation from the Applicant it has withdrawn its Official Plan Amendment as the provision of 2,677.6 square metres of gross floor area for office uses satisfies the intent of Policy 2.5.4 of the Yonge-Eglinton Secondary Plan;
  - (ii) confirmation that the required zoning by-law amendment(s) are in final form and content, to the satisfaction of the Chief Planner and Executive Director, City Planning;
  - (iii) confirmation that the Applicant has submitted a revised Functional Servicing Report and Stormwater Management Report, Hydrogeological Review, including the Foundation Drainage Report (“**Engineering Reports**”) to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, in consultation with the General Manager, Toronto Water and secured any necessary upgrades and improvements as required in the accepted Engineering Reports;
  - (iv) confirmation that the Applicant has submitted a revised Transportation Impact Study, including an updated Parking and Loading Study and transportation demand management strategy satisfactory to the General Manger, Transportation Services and thereafter implement any such requirements as part of Site Plan Control application; and
  - (v) confirmation that the Applicant has submitted an updated CFD (Computational Fluid Dynamics) pedestrian level wind study that reflects the latest built form changes to the satisfaction of the Chief Planner and Executive Director, City Planning.
  
4. Our client agrees to the following, to be secured through the site plan process for the development:
  - (i) the Applicant shall construct and maintain the development of the site in accordance with Tier 1, Toronto Green Standard, and the Applicant will be encouraged to achieve Tier 2, Toronto Green Standard, or higher, where appropriate, consistent with the

performance standards of Toronto Green Standards applicable at the time of the site plan application for each building on the site;

- (ii) as part of site plan control, the Applicant shall submit a detailed wind tunnel test complete with a statistical wind analysis to determine the impacts and efficacy of the recommended wind mitigation measures, evaluated to the satisfaction of the Chief Planner and Executive Director, City Planning; and the Applicant shall construct and maintain any required mitigation measures, to be secured through the site plan application review process, to the satisfaction of the Chief Planner and Executive Director, City Planning an updated wind study that includes a wind tunnel analysis and any associated wind mitigation measures;
- (iii) as part of site plan control, the Applicant shall explore with City staff additional improvements to the Duplex curb location to facilitate public realm improvements that result in a safer pedestrian level experience, through a combination of curb extensions and landscaping to the satisfaction of the Chief Planner and Executive Director, City Planning in consultation with the General Manager, Transportation Services and the Chief Engineer and Executive Director, Engineering and Construction Services; and
- (iv) requirements for a construction management plan, to the satisfaction of the General Manager, Transportation Services, in consultation with the Ward Councillor.

Prior to the issuance of any building permit on the Property, the Applicant agrees to continue to pursue an off-site parkland dedication with Parks, Forestry and Recreation Staff to satisfy the Applicant's parkland dedication requirement under Section 42 of the Planning Act. If an acceptable off-site dedication is identified and secured, the Applicant agrees to enter into any necessary agreements with the City to facilitate the transfer and conveyance of the off-site parkland dedication to the City, in an acceptable environmental condition and shall be free and clear, above and below grade, of all easements, encumbrances, and encroachments to the satisfaction of the General Manager, Parks, Forestry & Recreation and the City Solicitor.

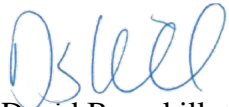
Lifetime understands that the development of the Property subject of this Zoning By-law Amendment is intended to be subject to the forthcoming Community Benefits Charge instead of the current Section 37 regime.

As noted above, this without prejudice settlement offer will remain open until the end of the City Council meeting scheduled to commence on June 15, 2022, after which it should be considered as withdrawn. Should this settlement offer be accepted by City Council, it may be released publicly.

Our client greatly appreciates the hard work of City staff that had enabled the presentation of this settlement offer to City Council.

Yours truly,

**Goodmans LLP**



David Bronskill  
DJB/ bp

cc: Client

**SCHEDULE “A” – REVISED PLANS**

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