

2022 CONFIDENTIAL APPENDIX A



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June 14, 2022

Our File No.: 183346

**WITHOUT PREJUDICE**

**Via Email**

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

**Attention: Nathan Muscat/Amanda Hill/Daniel Elmadany**

Dear Sirs/Mesdames:

**Re: Case Nos. OLT-21-001701 & OLT-21-001334 – 1900 Eglinton Avenue East  
Official Plan Appeal for (OLT-21-001701)  
Rezoning Appeal for (OLT-21-001334)  
Confidential and Without Prejudice Offer to Settle**

We are solicitors for Calloway REIT (1900 Eglinton) Inc. in respect of the properties known municipally in the City of Toronto as 1900 Eglinton Avenue East (the “**Property**”).

On November 26, 2020, our client filed an appeal (the “**OPA Appeal**”) of its Official Plan Amendment application in respect of the Property. On August 23, 2021, our client filed an appeal (the “**Rezoning Appeal**”) of its Zoning By-law Amendment application to permit the redevelopment of the southwest portion of the Property (“**Phase 1**”).

As you know, our client engaged in without prejudice discussions with City staff over the last several months regarding the redevelopment proposal for the Property. These discussions have resulted in a revised concept plan, dated April 7, 2022, and prepared by architectsAlliance and attached to this letter (the “**Revised Concept Plan**”), and revised plans, dated April 7, 2022, and prepared by architectsAlliance and attached to this letter (the “**Revised Plans**”). It is intended that a revised Official Plan Amendment (the “**Revised OPA**”) will be prepared to implement the Revised Concept Plan and a revised Zoning By-law Amendment(s) would be prepared to implement the Revised Plans (the “**ZBAs**”).

We are writing on behalf of our client with a without prejudice settlement offer in respect of the OPA Appeal and the Rezoning Appeal. This settlement offer would remain open until the end of the City Council meeting scheduled to commence on June 15, 2022.

Our client is prepared to settle the OPA Appeal and the Rezoning Appeal based on the Revised Concept Plan and the Revised Plans, and in accordance with the following terms:

OPA Appeal and the Revised Concept Plan

1. **Gross Floor Area:** A total gross floor area of approximately 431,971 square metres is proposed for the Property, calculated in accordance with Zoning By-law 569-2013, as amended. The total residential gross floor area is approximately 388,774 square metres. The total non-residential gross floor area is approximately 43,197 square metres. With the exception of Phase 1, the gross floor area for each type of use will be revised and finalized through the zoning by-law amendment process for the Property, provided that the total gross floor area shall not exceed approximately 431,971 square metres (FSI of 3.7). No gross floor area or density exemptions would apply for any community services facilities provided on the Property. Our client has also agreed to provide a minimum of 10% of the gross floor area of development on lands south of Public Street A (Golden Mile Boulevard) to be provided as non-residential uses in one or multiple buildings on the Property and may be phased over time.
2. **Density:** The resulting maximum density is 3.7 FSI, based on the gross site area of the Property and also calculated in accordance with Zoning By-law 569-2013, as amended.
3. **Sun/Shadow:** Development will minimize shadow impact on public sidewalks, parks and open spaces, including but not limited to Park Block 2A, Park Block 2B, and Park Block 7, and the public boulevard on the north side of Public Street A from Public Street D to Hakimi Avenue. The City acknowledges and agrees that the Revised Concept Plan meets the shadow policy set out in the Revised OPA.
4. **Tower Floor Plate:** The residential tower plates of tall buildings shall have a maximum gross building area of 750 square metres.
5. **Tower Stepbacks and Separation Distance:** Minimum tall building stepbacks from the base building are shown on the Revised Concept Plan. The separation distances between the tower portions of tall buildings are also shown on the Revised Concept Plan. The City acknowledges and agrees that the Revised Concept Plan meets the tower stepback and separation distance policies set out in the Revised OPA.
6. **Future Transportation Network:** Our client will provide lands for (1) a future street network as shown on the Revised Concept Plan, and (2) public realm improvements on Eglinton Avenue East for pedestrians and cyclists. The new and

existing public streets and their rights-of-way will generally be shown as identified in the Revised Concept Plan.

7. **Public Park:** A total on-site parkland dedication of a minimum of 16,619 square metres is shown on the Revised Concept Plan for the Property, comprised of a public parks of a minimum size of 5,715 square metres for Block 2A and 2B, 1,755 square metres for Block 4 and 9,149 square metres for Block 7. Any remaining parkland dedication, if required, under Chapter 415, Article II of the Toronto Municipal Code will be provided as cash-in-lieu of parkland.
8. **Privately Owned Publicly-Accessible Spaces (POPS):** POPS will be provide as generally shown on the Revised Concept Plan and as described above. POPS will also be generally shown and identified in the Revised OPA.
9. **Affordable Housing:** Our client agrees that the Property is subject to Policy 3.2.1.9. b) of the Official Plan regarding the provision of affordable housing units on a large site. Any redevelopment of the Property would need to conform with this policy, as recognized through the Revised OPA, and implementation will be addressed as part of future Draft Plan of Subdivision and Zoning By-law Amendment applications for the Property. The affordable housing contribution for Phase 1 is set out below.
10. **Community Service Facilities:** Our client understands that new and improved community service facilities will be required to support growth in the Golden Mile area. The Property is located within two child care priority areas within the Golden Mile Secondary Plan. The provision of community service facilities will be determined through future Draft Plan of Subdivision and Zoning By-law Amendment applications for the Property.
11. **Public Art:** Public art will be provided through the Zoning By-law Amendment and/or Site Plan Control process in a manner satisfactory to the City and our client.
12. **Transportation Demand Management (TDM)** Our client agrees to prepare and submit a Multi-Modal Transportation Impact Study (MMTIS) to identify the demands and impacts of development, including a Travel Demand Management (TDM) strategy and/or other mitigating measures to accommodate travel generated by the development. The MMTIS would include reporting on monitoring outcomes of earlier phases on transit, cycling, pedestrian, and vehicular traffic patterns, and any recommended refinements to TDM strategies and the transportation network design. The MMTIS would be required to demonstrate, prior to the approval of any Zoning By-law Amendment for a portion of the Property other than Phase 1, that there will be sufficient transportation capacity available to accommodate

additional site generated trips or measures that can be undertaken to accommodate the additional trips through TDM strategies or off-site infrastructure improvements.

Our client will also agree to implement a TDM strategy, to be secured in subsequent planning processes, that includes the implementation and funding for various TDM measures, including but not limited to:

- financial contribution to support a Transit Corridor Study;
  - on-site cycling and, where appropriate, off-site cycling and transit TDM measures;
  - Shared Mobility Hubs;
  - bike share stations and memberships;
  - reducing vehicular parking by establishing parking maximums;
  - PRESTO passes; and,
  - financial contribution for future Golden Mile Transportation Monitoring Study.
13. **Servicing:** Our client understands that the settlement regarding the Revised OPA is conditional upon the Chief Engineer and Executive Director, Engineering and Construction Services has received satisfactory materials to address servicing capacity matters and infrastructure improvements to support the density shown on the Revised Concept Plan, either through a Master Servicing Study for the Golden Mile Area or through a Functional Servicing and Stormwater Management Report for the Property in coordination with the Master Servicing Study.
  14. **Phasing:** The phasing of development infrastructure, community service facilities, affordable housing and the development of the Property will be generally set out in the Revised OPA and be implemented through the future Plan of Subdivision and Zoning By-law Amendment application processes for the Property. Phasing for Phase 1 has been determined through the Revised OPA.
  15. **Draft Official Plan Amendment:** Our client and the City acknowledge and agree that a condition of this settlement offer is that the Revised OPA needs to be finalized to reflect the details of the Revised Concept Plan and the terms of this without prejudice settlement offer.
  16. **Implementation:** Our client and the City acknowledge and agree that our client's appeal of Official Plan Amendment No. 499, including the Golden Mile Secondary

Plan, would be resolved through implementation of this without prejudice settlement offer. Without limiting the foregoing, this would include a joint request by the City and our client that the Ontario Land Tribunal bring the Golden Mile Secondary Plan into force as it applies to the Property in a form which, together with the Revised OPA as it may be finalized, permits the Revised Concept Plan.

Rezoning Appeal, Revised Plans and the ZBAs

17. **Phase 1 ZBA:** Without limiting the foregoing, and in accordance with the settlement in respect of the OPA Appeal, the built form standards, including but not limited to height, setbacks, stepbacks, tower floor plate size, and tower separation distance, are shown on the Revised Plans and will be set out in the related provisions of the ZBAs. City Council would provide direction to support approval of the ZBAs implementing the Revised Plans, although the Owner and the City acknowledge and agree that the ZBAs may be further revised, as necessary, to reflect the details of the Revised Plans in accordance with the term of this settlement offer.
18. **Phase 1 Parkland:** On-site parkland dedication of a minimum of 1,755 square metres shall be provided. No further parkland dedication or cash-in-lieu of parkland shall be required in respect of the redevelopment of Phase 1. The on-site parkland dedication shall be transferred to the City in an acceptable environmental condition, free and clear above and below-grade of all easements, encumbrances and encroachments, prior to the first building permit for residential development on Block E or Block H on the Revised Concept Plan. The City agrees to provide the Owner with a credit for the parks and recreation component of development charges payable for above-base park improvements, should the Owner chose to undertake such above-base park improvements in its discretion.
19. **Phase 1 Section 37 Contribution:** Our client agrees to provide the following community benefits pursuant to Section 37 of the *Planning Act*, to be secured in one or more agreements registered on title to the Property:
  - (i) the provision of a minimum of 60 affordable housing units, based on 100 percent Average Market Rent and an affordability period of 15 years, with these affordable housing units being provided in one or both buildings on Block 1, including the following:
    - (A) the affordable housing units will be made available for residential occupancy concurrent with the market dwelling units on Block 1; and,

- (B) the affordable housing units must be grouped in no less than 6 contiguous units; and,
- (C) the unit types shall include at 10% three-bedroom units and 25% two-bedroom units, with no more than 65% one-bedroom units;

with the size of the affordable housing units to be consistent with the average size of the market units in the same building permit unit type, to the satisfaction of the Chief Planner.

20. **Public Art Contribution for Phase 1:** Our client agrees to prepare, at its expense, a Public Art plan for the provision of Public Art, at a value of One Million Dollars \$1,000,000 in respect of Public Art to be located on Phase 1 or adjacent City-owned land (including an above-noted public park) and shall submit the Public Art Plan to the City as part of the Site Plan Approval application associated with Phase 1. Prior to the issuance of the first above-grade building permit for any residential development on Phase 1, our client will provide financial security in the form of a Letter of Credit for Public Art
21. **Phase 1 Other Section 37 Matters:** Our client agrees to secure the following matters in the Section 37 agreement and ZBAs for Phase 1, as a legal convenience or as matters required to support development:

Travel Demand Management

- (i) the following TDM measures shall be secured to the satisfaction of the City Solicitor and the Chief Planner and Executive Director, City Planning, in the ZBAs:
  - (A) the Owner shall pay to the City, by certified cheque, the sum of fifty thousand dollars (\$50,000.00) in Canadian funds, indexed upwardly in accordance with the Statistics Canada Non-Residential Construction Price Index for the Toronto Census Metropolitan area, calculated from the date of the execution of this Agreement to the date of payment, for the future implementation of one (1) bike-share station, at a location that may be determined by the Chief Planner and Executive Director, City Planning and General Manager, Transportation Services in consultation with the Owner with priority consideration for locations on or in the vicinity of the Property;
  - (B) prior to the issuance of any above grade building permit, the Owner shall provide a letter of credit for \$1,500 for the one (1) bike repair station being provided in Phase 1, and thereafter provide evidence

- of installation, in a form satisfactory to the General Manager, Transportation Services, for such financial security to be returned;
- (C) prior to the issuance of any above grade building permit, the Owner shall provide a letter of credit for \$5,000.00 for the real-time transportation information screen in Phase 1, and thereafter provide evidence of installation, in a form satisfactory to the General Manager, Transportation Services for such financial security to be returned;
  - (D) the Owner shall provide one PRESTO pass to each of the affordable housing units provided in Phase 1 on a one-time basis, each pre-loaded with the value of one yearly PRESTO;
  - (E) in the event that the transit corridor study for Victoria Park Avenue has not commenced prior to the first above-grade building permit for the redevelopment of the Property, the Owner shall provide a financial contribution of Fifty Thousand Dollars (\$50,000) to support a transit corridor study for Victoria Park Avenue and Warden Avenue, or other transit and active transportation initiatives.

Privately Owned Publicly Accessible Open Spaces (POPS) and Public Pedestrian Access Easements

- (ii) POPS in Phase 1 shall be provided, with surface easement(s) conveyed to the City, for nominal consideration, as a pre-approval condition for Site Plan Approval for Phase 1, to the satisfaction of the City Solicitor, with a minimum size of approximately 373.20 square metres with public pedestrian easements for mid-block connections as follows:
  - (A) the Owner will provide public pedestrian access easements to provide access to and through various development blocks as mid-block connections, to the satisfaction of the Chief Planner and Executive Director, City Planning, with the exact location, design and timing of delivery of the pedestrian easement to be determined in the context of a Site Plan Approval;
  - (B) the Owner shall own, operate, maintain and repair the public pedestrian 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 pedestrian easement 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 to be determined in the context of a Site Plan Approval application pursuant to Section 114 of the *City of Toronto Act, 2006*, and secured in a Site Plan Agreement with the City;

#### Wind Tunnel Testing

- (iii) the Owner shall provide, at its sole cost and expense, a wind tunnel testing for the development of Phase 1 as part of the site plan control application, and thereafter secure and implement mitigation measures identified in the accepted wind tunnel study/report (if any), satisfactory to the Chief Planner and Executive Director, City Planning;

#### Other Matters

- (iv) prior to the issuance of site plan approval for Phase 1, the owner shall provide a Design Brief, which is based on the performance standards in the Revised OPA, the ZBAs and this Settlement Offer;
- (v) the Owner will construct and maintain the Development in accordance with Tier 1, Toronto Green Standard, and the Owner 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 Property; and,
- (vi) the requirements for a construction management plan to be provided at the time of site plan approval, with the general matters included in the Section 37 Agreement, 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.

#### Resolution of the OPA Appeal and the Rezoning Appeal

22. The City and our client agree to request that the Tribunal consolidate the OPA Appeal and the Rezoning Appeal and proceed with a settlement hearing as soon as possible to dispose of both appeals, including but not limited to making a joint

request to the Ontario Land Tribunal that one of the hearing dates scheduled for June 6, 2022 to June 24, 2022 be converted for possible use as a settlement hearing or such other date as may be agreed to by the City and our client.

23. Our client and the City agree to seek a final order from the Ontario Land Tribunal in respect of the OPA Appeal and the Rezoning Appeal prior to the adoption by City Council of the community benefit charge by-law. Without limiting the foregoing, our client and the City acknowledge and agree that a plan of subdivision application is not required to enable a final order to issue in respect of the OPA Appeal and/or the Rezoning Appeal.
24. Our client acknowledges and agrees that any Final Order from the Ontario Land Tribunal regarding the Rezoning Appeal shall be withheld until such time as the Tribunal has been advised by the City Solicitor that:
  - (i) the ZBA is in a content and form satisfactory to the owner and the City Solicitor and the Chief Planner and Executive Director, City Planning, including any required revisions, changes or amendments thereto;
  - (ii) the Owner has entered into a Section 37 Agreement with the City and registered in title to the Property, all to the satisfaction of the Chief Planner and Executive Director, City Planning, and the City Solicitor, securing the community benefits set out above, as well as the matters of legal convenience also set out above; and,
  - (iii) the Owner has submitted a revised Functional Servicing Report and Stormwater Management Report, Hydrogeological Review, including the Foundation Drainage Report, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, in consultation with the General Manager, Toronto Water and has secured the design and the provision of financial securities for any upgrades or required improvements to the existing municipal infrastructure identified in those reports;
  - (iv) the Owner has submitted a revised MMTIS, satisfactory to the Chief Planner and General Manager, Transportation Services; and,
  - (v) our client has agreed to resolve its appeal of Official Plan Amendment No. 499, including the Golden Mile Secondary Plan, and not seek any party or participant status on the appeals, and that Official Plan Amendment No. 499 is brought into force as it applies to the Property.
25. If any of the matters set out in paragraph 24 are not completed by August 12, 2022, the Owner agrees that the final form of the Zoning By-law contain a Holding (“H”)

provision with respect to 24(iii) should it be determined by the Chief Engineer and Executive Director, Engineering and Construction Services that the outstanding servicing matters cannot be dealt with through other mechanisms, and agrees that the Order may be issued subject to appropriate legal mechanisms being in place to ensure that no building permit will issue until such time as the Section 37 agreement is executed and registered and the other matters are secured to the satisfaction of the City Solicitor, unless the Owner's Solicitor advises the City Solicitor in writing on or before July 18, 2022, that this without prejudice settlement offer has been withdrawn in its entirety.

Our client understands and agrees that this settlement will remain confidential until the matters set out in paragraph 24(iii) are secured to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services.

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.

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

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