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May 30, 2023

Our File No.: 191127

WITHOUT PREJUDICE

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

Attention: Sarah O'Connor

Dear Sirs/Mesdames:

**Re: Case No. OLT-22-004116 – Settlement Offer
83-95A Bloor Street West**

We are solicitors for PR Bloor Street GP Inc. in respect of the properties known municipally as 83-95A Bloor Street West (the “**Lands**”). We are writing on behalf of our client to provide a without prejudice settlement offer in respect of the above-noted matter, which should be considered as open until the conclusion of the City Council meeting scheduled to commence on June 14, 2023, unless otherwise indicated.

As you know, our client engaged in without prejudice mediation with City staff and representatives from various resident associations and condominium corporations over the last several months regarding the redevelopment proposal for the Lands. These discussions resulted in a revised set of plans, prepared by IBI and attached to this without prejudice settlement offer, which are attached to this letter as Schedule “A” (the “**Revised Plans**”). Our client greatly appreciates the efforts of City staff in achieving this proposed 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). Key aspects of the Revised Plans include:
 - a. a reduction in the height to the top of the mechanical penthouse to 269.05 metres, comprised of a reduction in the height of the mechanical penthouse to 13.15 metres and a reduction in the height of the building for a top of roof height of 256.9 metres, excluding the mechanical penthouse;

- b. tower setbacks would be as shown on the Revised Plans, based on recognition that the property known municipally as 8 Sultan Street cannot accommodate a tall building based on its limited size, the existence of two condominium corporations, and the inability for consolidation with the property known municipally as 2 Sultan Street based on the limiting distance agreement secured with the owner of that property;
 - c. the 17-storey podium has been sculpted and tower floor plate have been reduced as part of discussions between the parties to improve sky views;
 - d. projecting balconies would be permitted for corner units on the western face of the podium and tower and eastern face of the tower to a maximum depth of 1.5 metres, with no wrap-around balconies permitted;
 - e. the minimum amount of retail gross floor area and commercial gross floor area would be as shown on the Revised Plans, which includes one podium storey of commercial gross floor area (subject to the potential for some of this gross floor area to be utilized as community space, as noted below);
 - f. the ground floor has been revised to include a porte cochere concept with at-grade surface vehicle parking spaces and an urban square at the northwest corner of the Lands with an area of 123.3 square metres, to be secured as privately-owned public space (or POPS);
2. The implementing zoning by-law will require a minimum 10% of the units as 3-bedroom units and 15% of the units as 2-bedroom units in accordance with the Downtown Secondary Plan; and,
 3. The proposal would provide amenity space at a ratio of 2.5 square metres per unit, some of which may be located in and around the mechanical penthouse.

As additional terms of the settlement offer:

- Our client would secure enrollment of the proposal in accordance with the Toronto Green Standards Version 3, Tier 2, subject to receiving applicable development charge credits.
- Our client agrees to work with City staff and the local Ward Councillor to explore an in-kind community benefit contribution pursuant to subsection 37(6) of the *Planning Act* in respect of using some of the above-noted commercial gross floor area as a community space or other public benefit.
- Our client agrees to establish a working committee with up to three (3) community representatives to provide input on materiality and design relating to the above-noted porte cochere fronting on St. Thomas Street.

- Our client agrees to establish a working committee with up to three (3) community representatives to provide input on a construction logistics plan.
- The City shall indicate support for the Revised Plans before the Ontario Land Tribunal in the event of a contested hearing.

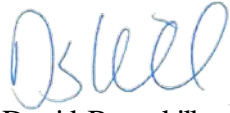
Our client agrees that, in the event City Council accepts this without prejudice settlement offer, the final order of the Ontario Land Tribunal would be withheld, pending completion of the following:

- confirmation that the zoning by-law amendment(s) are in final form and content, to the satisfaction of the City Solicitor and Chief Planner and Executive Director, City Planning;
- the owner has submitted a revised Functional Servicing Report and Stormwater Management Report, to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, with such report to determine the stormwater run-off, sanitary flow and water supply demand resulting from the development and whether there is adequate capacity in the existing municipal infrastructure to accommodate the proposed development and/or any upgrades that may be required;
- the owner has made arrangements to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services, for the construction of any improvements to the municipal infrastructure, should it be determined that upgrades are required to the infrastructure to support the development as identified in the accepted Functional Servicing and Stormwater Management Reports accepted by the Chief Engineer and Executive Director of Engineering & Construction Services;
- the owner has addressed all outstanding issues raised by Urban Forestry as they relate to tree planting, soil volume, utility conflicts, tree protection, and Toronto Green Standards, to the satisfaction of the Supervisor, Tree Protection and Plan Review;
- the owner has submitted a revised wind study, including any required mitigation measures to be secured in the zoning by-law amendment and through the site plan control process, to the satisfaction of the Chief Planner and Executive Director, City Planning;
- the owner has resolved all matters related to roadway widenings and conveyances.

As noted above, this without prejudice settlement offer will remain open until the end of the City Council meeting scheduled to commence on June 14, 2023, unless otherwise indicated, at which point it should be considered as withdrawn if not accepted by City Council.

Yours truly,

Goodmans LLP

A handwritten signature in blue ink, appearing to read "D. Bronskill".

David Bronskill

DJB/

7380116



83-95A BLOOR ST W

PROJECT NO: 127179

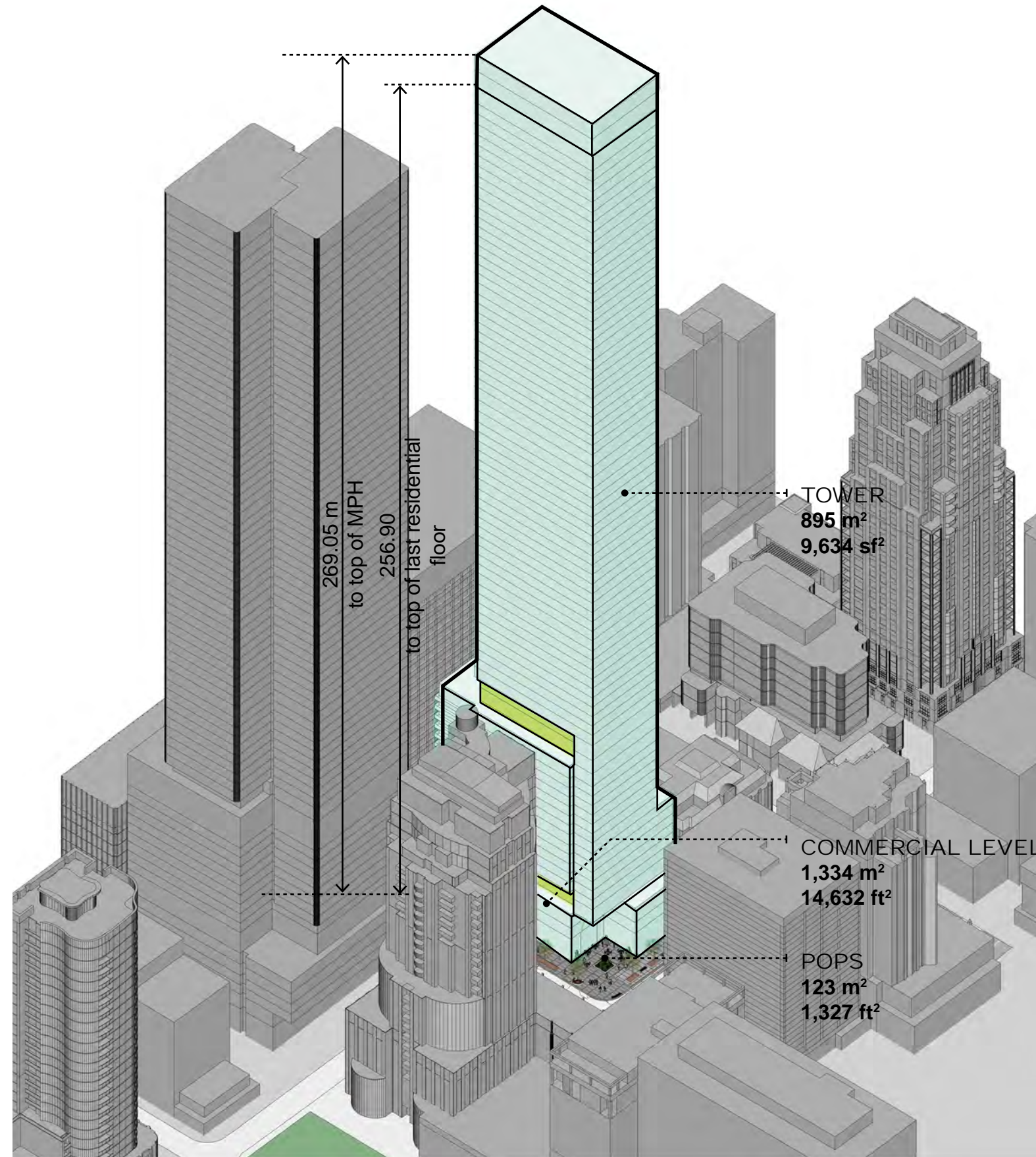
MAY 2023

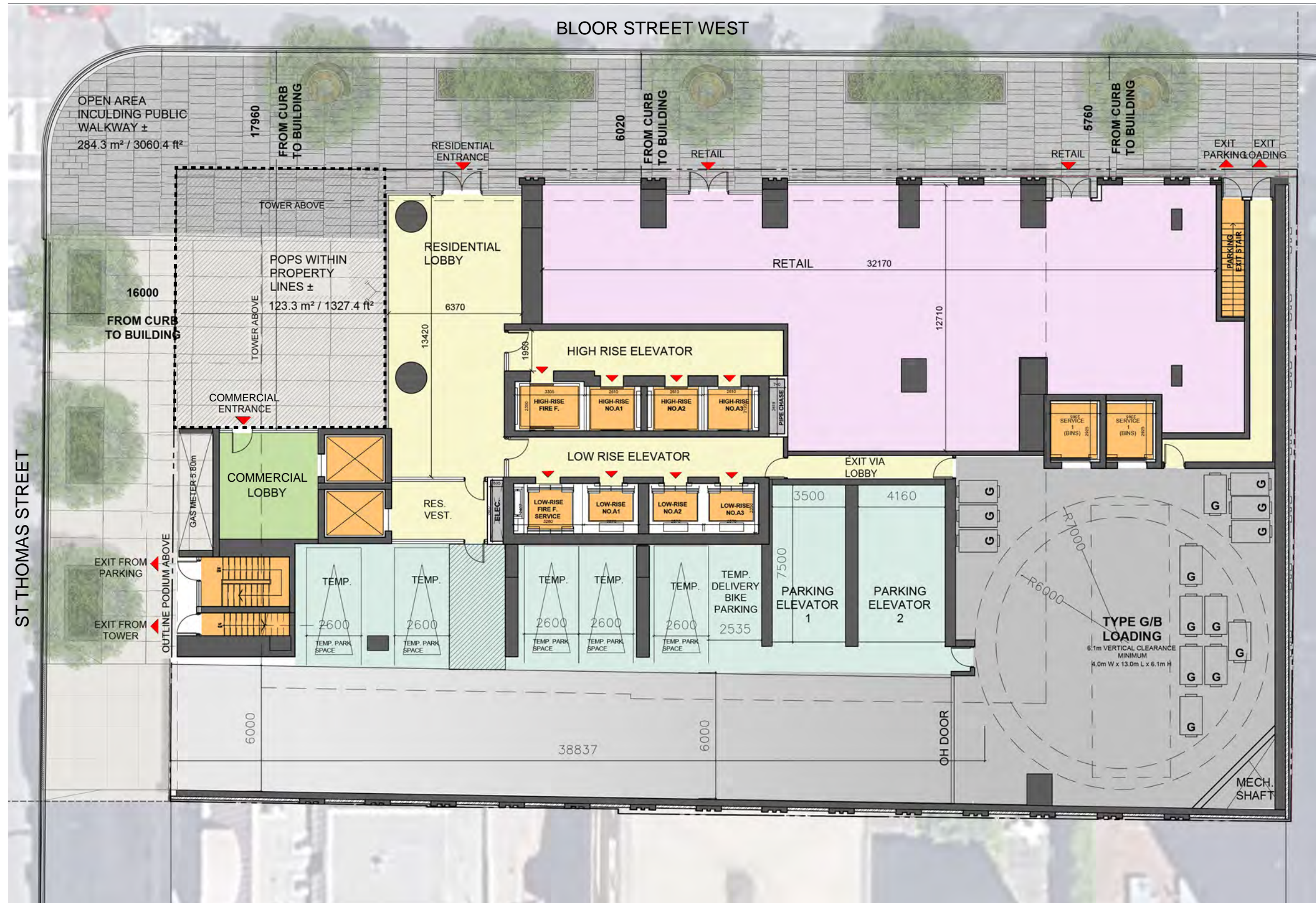
WITHOUT PREJUDICE



PARALLAX





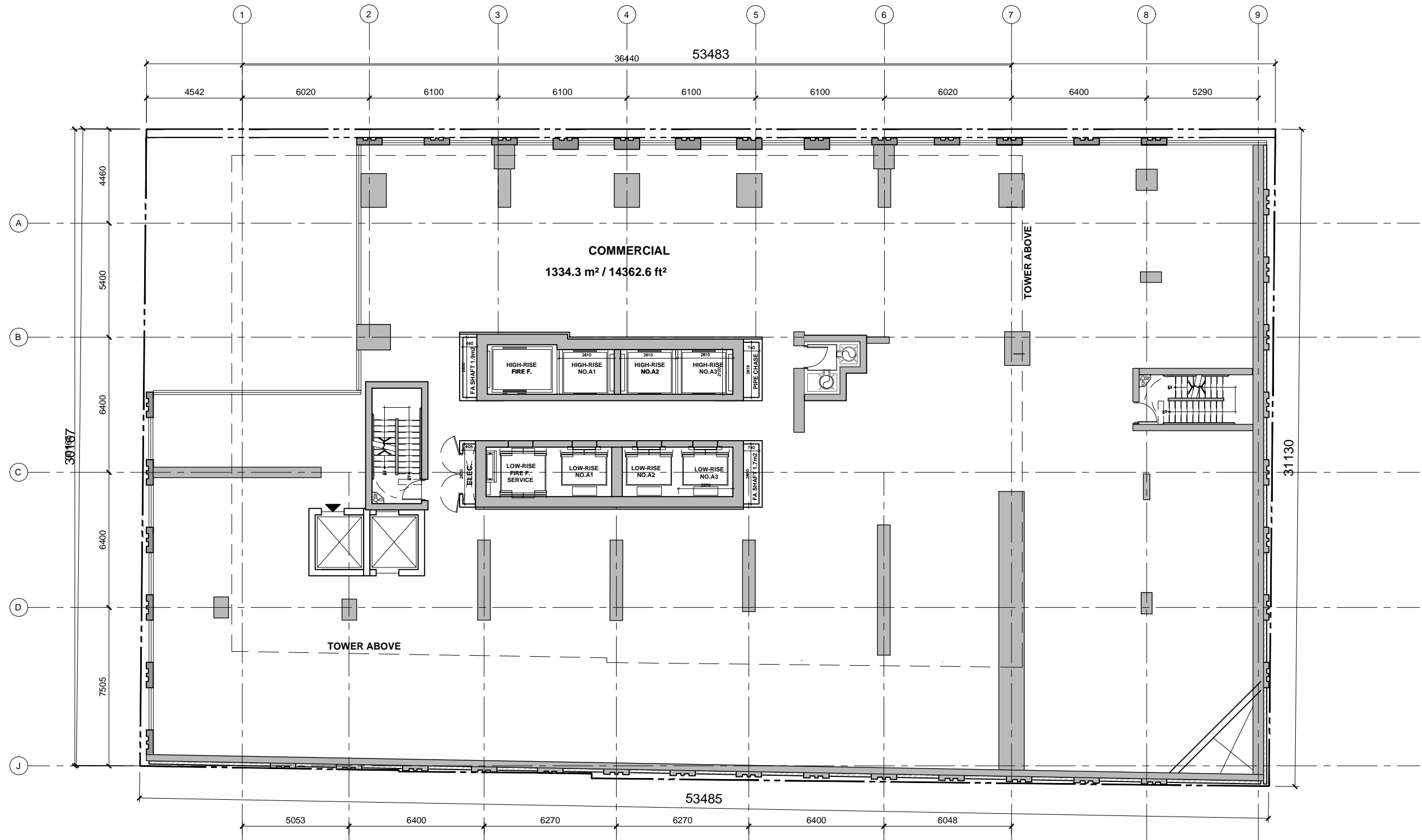


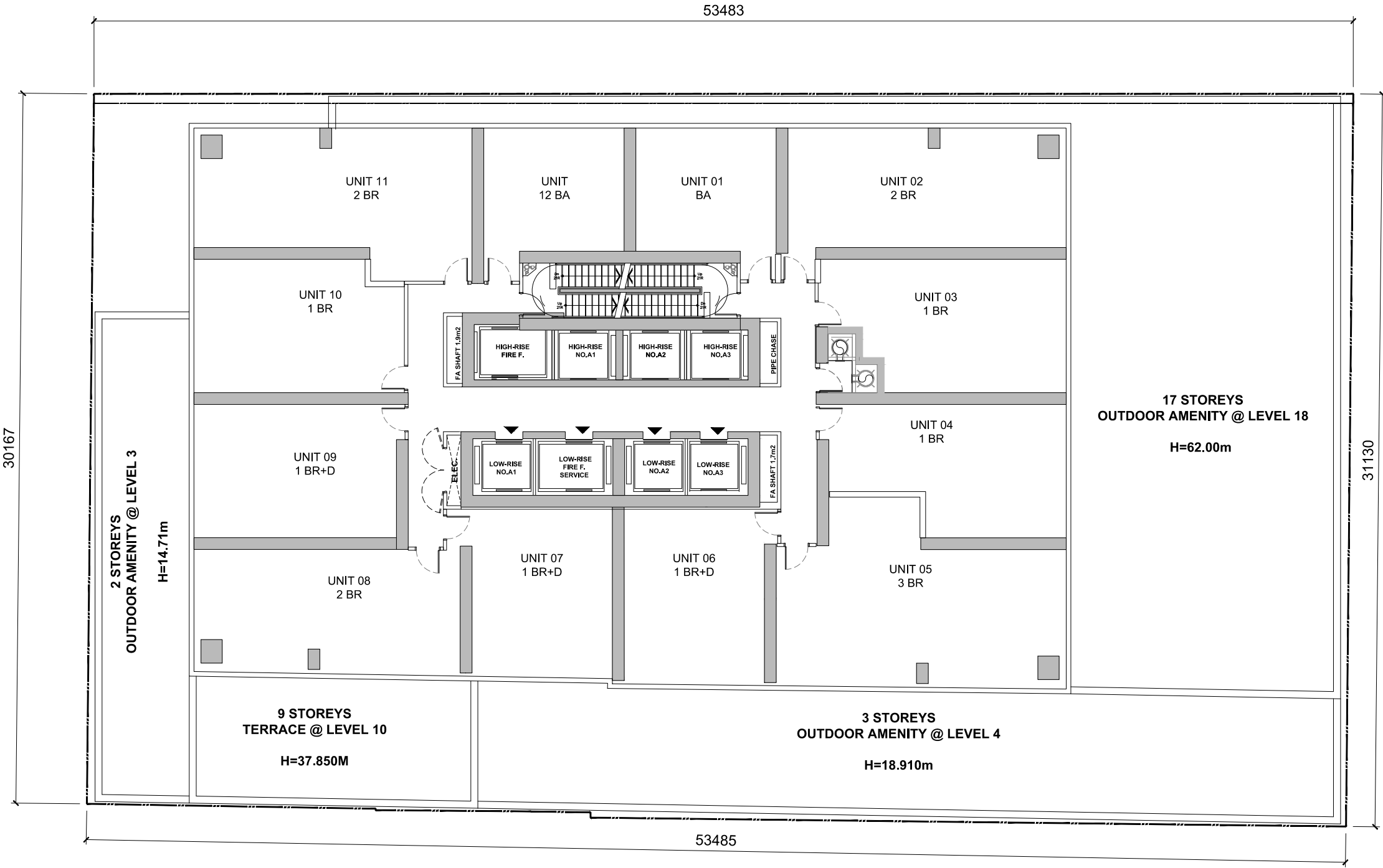
PLAN LEGEND

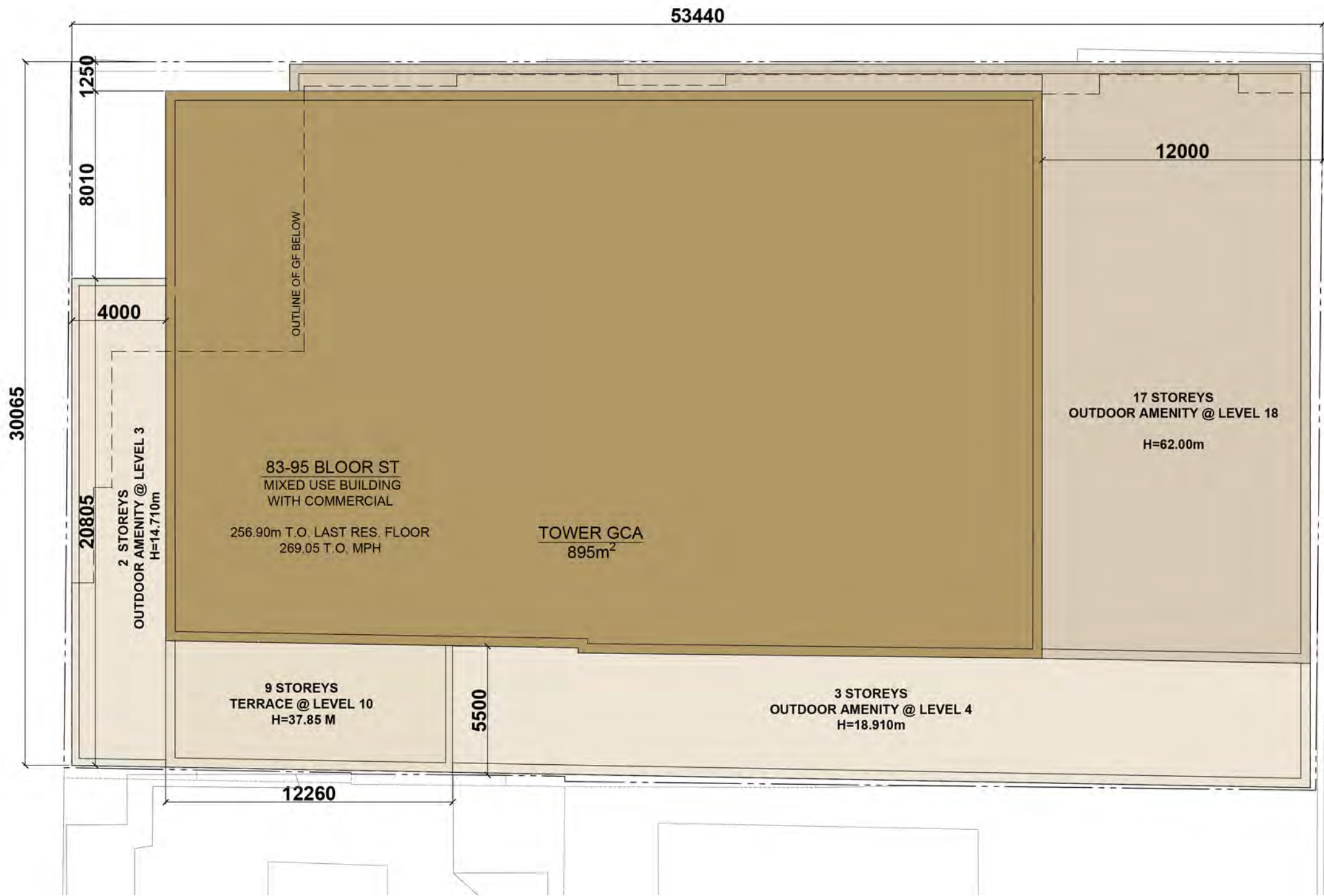
- | | | |
|--|--|---|
| RESIDENTIAL LOBBY/CORRIDOR | STAIRS/ELEVATORS | PARKING |
| COMMERCIAL LOBBY/VESTIBULE | RETAIL | LOADING + SERVICE |

PLANS | GROUND FLOOR WITH COMMERCIAL









	FLOOR LEVEL	GCA		RES GFA		INDOOR AMENITIES		OUTDOOR AMENITIES		RETAIL		COMMERCIAL		
		sq.m.	sq.ft.	sq.m.	sq.ft.	sq.m.	sq.ft.	sq.m.	sq.ft.	sq.m.	sq.ft.	sq.m.	sq.ft.	
PODIUM	SIGNATURE A	GF	1,450	15,608	342	3,678					327	3,520	27	285
		L-MEZZ BIKES	1,473	15,856	626	6,738								
		L-02 COMMERCIAL	1,473	15,856	0	0							1,334	14,362
		L-03 AMENITY	1,344	14,471	97	1,045	1,142	12,287		176	1,896			
		L-04 AMENITY	1,147	12,345	537	5,777	517	5,565		175	1,886			
		L-05	1,272	13,695	1,185	12,754								
		L-06	1,272	13,695	1,185	12,754								
		L-07	1,272	13,695	1,185	12,754								
		L-08	1,272	13,695	1,185	12,754								
		L-09	1,272	13,695	1,185	12,754								
		L-10	1,206	12,981	1,119	12,041								
		L-11	1,206	12,981	1,119	12,041								
		L-12	1,206	12,981	1,119	12,041								
		L-13	1,206	12,981	1,119	12,041								
		L-14	1,206	12,981	1,119	12,041								
		L-15	1,206	12,981	1,119	12,041								
		L-16	1,206	12,981	1,119	12,041								
L-17	1,206	12,981	1,119	12,041										
TOWER	SIGNATURE B	L-18 AMENITY	825	8,876	490	5,276	260	2,795	373	4,016				
		L-19	825	8,876	750	8,072								
		L-20	895	9,634	820	8,830								
		L-21	895	9,634	820	8,830								
		L-22	895	9,634	820	8,830								
		L-23	895	9,634	820	8,830								
		L-24	895	9,634	820	8,830								
		L-25	895	9,634	820	8,830								
		L-26	895	9,634	820	8,830								
		L-27	895	9,634	820	8,830								
		L-28	895	9,634	820	8,830								
		L-29	895	9,634	820	8,830								
		L-30	895	9,634	820	8,830	0	0						
		L-31	895	9,634	820	8,830	0	0						
		L-32	895	9,634	820	8,830	0	0						
		L-33	895	9,634	820	8,830	0	0						
		L-34	895	9,634	820	8,830	0	0						
		L-35	895	9,634	820	8,830	0	0						
		L-36	895	9,634	820	8,830	0	0						
		L-37	895	9,634	820	8,830	0	0						
		L-38	895	9,634	820	8,830	0	0						
		L-39	895	9,634	820	8,830	0	0						
		L-40	895	9,634	820	8,830	0	0						
		L-41	895	9,634	820	8,830	0	0						
		L-42	895	9,634	820	8,830	0	0						
		L-43 - last stop	895	9,634	820	8,830	0	0						
		L-44 - OVERHEAD	895	9,634	820	8,830	0	0						
		L-45 - MACHINE ROOM	895	9,634	820	8,830	0	0						
		L-46 - HR only	895	9,634	848	9,132	0	0						
		L-47	895	9,634	848	9,132	0	0						
		L-48 - MECH	895	9,634	633	6,816	0	0						
		L-49	895	9,634	848	9,132	0	0						
		L-50	895	9,634	848	9,132	0	0						
		L-51	895	9,634	848	9,132	0	0						
		L-52	895	9,634	848	9,132	0	0						
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		L-56	895	9,634	848	9,132	0	0						
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		L-58	895	9,634	848	9,132	0	0						
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L-67	895	9,634	848	9,132	0	0								
L-68	895	9,634	848	9,132	0	0								
L-69	895	9,634	848	9,132	0	0								
L-70	895	9,634	848	9,132	0	0								
L-71	895	9,634	848	9,132	0	0								
L-72	895	9,634	848	9,132	0	0								
L-73	895	9,634	848	9,132	0	0								
L-74	895	9,634	848	9,132	0	0								
L-75	895	9,634	848	9,132	0	0								
L-76	895	9,634	848	9,132	0	0								
L-77	895	9,634	848	9,132	0	0								
L-78	895	9,634	848	9,132	0	0								
L-79	895	9,634	848	9,132	0	0								
MPH	L-80 - LOWER MPH + OBSERVATION DECK	895	9,634			230	2476							
	L-81 - UPPER MPH + TMD	852	9,169											
	ROOF - BMU													
TOTALS		79,993	861,037	67,673	728,427	2,148	23,123	724	7,797	327	3,520	1,361	14,648	

SITE STATISTICS -	
2023-05-29	
MUNICIPAL ADDRESS	83-95A Bloor St W
PROPOSED USE	MIXED-USE DEVELOP
APPROXIMATE SITE AREA	1,642 m²
POPS	123 m²

By-law Definitions:
15.5.40.40 Floor Area
 (1) Gross Floor Area Calculations for an Apartment Building in the Residential Apartment Zone category, the gross floor area of an apartment building is reduced by the area in the building used for:
 (A) parking, loading and bicycle parking below established grade;
 (B) required loading spaces and required bicycle parking spaces at or above established grade;
 (C) storage rooms, washrooms, electrical, utility, mechanical and ventilation rooms in the basement;
 (D) shower and change facilities required by this By-law for required bicycle parking spaces;
 (E) indoor amenity space required by this By-law;
 (F) elevator shafts;
 (G) garbage shafts;
 (H) mechanical penthouse; and
 (I) exit stairwells in the building.

Calculation method:
 -GFA deductions do not include wall thickness.
 -Area of structural columns/walls located inside indoor amenity area is not

	sqm	sf
RESIDENTIAL GFA	67,673	728,427
NON RESIDENTIAL GFA	1,688	18,167
TOTAL GFA	69,361	746,595
FSI	42	

AMENITY	INDOOR		OUTDOOR	
	SQM	SF	SQM	SF
TOTALS	2,148	23,123	724	7,797

BLENDED RATIO	2.50
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	MIX				TOTAL
	BA	1BR	2BR	3BR	
MIX %	30%	45%	15%	10%	
NO.	345	517	172	115	1,149

