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September 8, 2023

Our File No.: 221959

WITHOUT PREJUDICE

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

Attention: Kasia Czajkowski/Ultra Gautam

Dear Sirs/Mesdames:

**Re: Case No. OLT-22-3842 – Settlement Offer
805-813 Glencairn Avenue & 529-543 Marlee Avenue, City of Toronto**

We are solicitors for 2720433 Ontario Limited in respect of the properties known municipally as in the City of Toronto as 805-813 Glencairn Avenue & 529-543 Marlee Avenue (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 October 11, 2023, unless otherwise indicated.

As you know, our client engaged in without prejudice discussions with City staff over the last several months regarding the redevelopment proposal for the Lands. These discussions resulted in a revised set of plans, prepared by Kirkor Architects 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 tower height of 30-storeys, subject to a geothermal exchange system being implemented, which will reduce the overall area of the required mechanical penthouse as generally shown on the Revised Plans, with a 4-storey podium along Glencairn Avenue stepping to a 6-storey podium along Marlee Avenue;

- b. setbacks, setbacks and tower setbacks as shown on the Revised Plans with a resulting tower floor plate of 750 square metres, with a revised location for the proposed driveway to align with a potential driveway in the event that the lands to the south are redeveloped;
 - c. the unit mix in the proposed building will include a minimum 15% two-bedroom units and a minimum 10% three-bedroom units, with any units in the podium with diagonal facing conditions to be reviewed in the site plan process to address privacy matters;
 - d. the location of the exhaust shaft and transformer will be reviewed in the site plan process;
 - e. provision of a privately-owned public forecourt with an approximate area of 358.87 square metres adjacent to Marlee Avenue, over which the Owner shall grant easement rights to the City;
 - f. amenity space at a minimum ratio of 4.0 square metres per unit with a minimum requirement of 2.0 square metres per unit for indoor amenity space and 2.0 square metres per unit for outdoor amenity space, with the design of the amenity space to include pet-friendly space and child-friendly space; and,
 - g. a minimum amount of at-grade retail gross floor area of 3,950 square feet along Marlee Avenue, with the implementing zoning by-law potentially including standards regarding maximum unit size and minimum first storey height, where applicable.
2. The Owner agrees to have further discussions with City staff regarding the potential for an affordable housing program on the Lands, whether as an in-kind contribution in accordance with the City's Community Benefits Charge By-law or otherwise secured to the satisfaction of the City.
3. The owner agrees to work with Parks, Forestry and Recreation staff to identify a suitable off-site parkland dedication to be conveyed to the City to the satisfaction of the General Manager, Parks, Forestry and Recreation.
4. If the Owner acquires an off-site parkland dedication satisfactory to the General Manager, Parks, Forestry and Recreation, the parkland dedication is to be conveyed according to the following conditions, with any remaining balance pursuant to Section 42 of the Planning Act to be provided as a cash-in-lieu payment to the City:
 - a. The off-site parkland dedication shall be conveyed to the City prior to the issuance of the first above-grade building permit, subject to the conveyance being free and clear, above and below-grade, of all easements, encumbrances, and

encroachments, in an acceptable environmental condition, to the satisfaction of the General Manager, Parks, Forestry and Recreation and the City Solicitor;

- b. Should the off-site dedication be unable to be conveyed prior to the issuance of the first above-grade building permit, to the satisfaction of the General Manager, Parks, Forestry & Recreation, the Owner shall post Financial Security in the form of a Letter of Credit in the value of the cash-in-lieu, to be released upon conveyance of the off-site dedication, which is required prior to condominium registration for the development or (2) years after the issuance of the first above grade building permit, whichever is earlier; and
 - c. For the purposes of determining whether any remaining cash-in-lieu is payable:
 - i. The total value of the off-site parkland dedication would include the purchase, real estate commissions of 5 percent, land transfer tax, and typical closing adjustments incurred, to the satisfaction of the General Manager, Parks, Forestry & Recreation; and,
 - ii. The total value of the off-site parkland dedication based on the items outlined above are subject to indexing based on the Construction Price Index between the date the parkland is conveyed to the City and the issuance of the first Above-Grade Building Permit for the development.
5. Should the parkland dedication requirement not be able to be satisfied through a suitable off-site parkland dedication, the Owner is required to satisfy the parkland dedication requirement through cash-in-lieu, with payment to be made prior to the issuance of the first above-ground building permit for the land to be developed.

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:

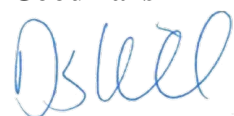
- a. the final form of the Official Plan amendment and the Zoning by-law amendments is finalized, satisfactory to the Chief Planner and Executive Director, City Planning, and the City Solicitor;
- b. if there are any affected rental housing units and/or dwelling rooms with existing tenants, that the owner has submitted a tenant relocation and assistance plan to the satisfaction of the Chief Planner and Executive Director, City Planning and the City Solicitor in accordance with Official Plan Policy 3.2.1.12;
- c. if a Rental Housing Demolition Application is necessary, that City Council, or the Chief Planner and Executive Director, City Planning where authorized to do so, has

- authorized the Rental Housing Demolition Application under Chapter 667 of the Toronto Municipal Code pursuant to Section 111 of the City of Toronto Act, 2006, as applicable;
- d. the owner has submitted a revised pedestrian level wind study, including the identification of 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;
 - e. the owner has submitted an updated complete Toronto Green Standards (TGS) Checklist and Statistics Template;
 - f. the owner has submitted a revised Travel Demand Management Plan acceptable to, and to the satisfaction of the Chief Planner and Executive Director, City Planning and the General Manager, Transportation Services and that such matters arising from such study be secured if required;
 - g. the owner has satisfactorily addressed the Transportation Services matters in the Engineering and Construction Services Memorandum dated January 5, 2022 to the satisfaction of the General Manager, Transportation Services; and,
 - h. the owner has satisfactorily addressed matters from Engineering and Construction Services as contained in the Engineering and Construction Services Memorandum dated January 5, 2022 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 October 11, 2023, unless otherwise indicated, at which point it should be considered as withdrawn if not accepted by City Council.

Yours truly,

Goodmans LLP



David Bronskill

DJB/

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