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File No. 23253

March 11, 2025

WITHOUT PREJUDICE

DELIVERED VIA EMAIL jason.davidson@toronto.ca; amrit.sandhu@toronto.ca

City of Toronto Legal Services
City Solicitor's Office
Metro Hall
55 John St., 26th Floor
Toronto, ON M5V 3C6

Attention: Jason Davidson/ Amrit Sandhu

Dear Mr. Davidson/Ms. Sandhu,

**Re: OLT Case No. OLT-24-000923
137-141 Isabella Street, Toronto
Planning Application No: 24 119153 STE 13 OZ
Appeal of Rezoning Application
Without Prejudice Settlement Offer**

We are the solicitors for 137 Isabella Street Limited and 141 Isabella Street Limited, collectively the Applicant/Appellant in the above-noted proceedings.

Further to our settlement discussions with yourself and City staff, we are pleased to provide the following settlement offer on a without prejudice basis in full settlement of this appeal:

(1) Our client would agree to formally revise its development proposal that is the subject of the above noted appeal before the OLT to a revised 69 storey residential development as set out in the attached architectural plans dated as March 6, 2025 prepared by BDP Quadrangle (the "Proposed Development"). The main revisions from the original proposal before the OLT are as follows:

- (a) 10m tower setback to south property line (previously 7.5m to south property line);

- (b) 6m tower setback to east property line (previously 7m to east property line);
- (c) 10m setback to Isabella Street curb at Ground level to 3rd floor (previously 6m to Isabella Street curb);
- (d) 8.5m setback to Isabella Street curb at floors 4 to 7 (previously 6m to Isabella Street curb at floors 4 to 6 and 9m to Isabella Street curb at floor 7);
- (e) 1.5m podium overhang above Ground level to 3rd floor;
- (f) 1.5m projected balconies on floors 4 to 7 on north elevation and extend no further west than the west side of the tower above;
- (g) Northwest corner improvement – podium cut-out of 3.5m x 3.8m (northwest podium corner at 4th to 7th floors flushed with Ground, 2nd and 3rd floors);
- (h) Tower floor plate has been reduced to 756 m2 GCA (previously 789 m2 GCA);
- (i) Projected balconies of 1.5m will be permitted in the Front Tower Elevation (North) as long as they do not exceed 80% of the length of the elevation and are at least 5m away from one of the corners;
- (j) Projected balconies of 1.5m will be permitted in the Rear Tower Elevation (South) as long as they do not exceed 40% of the length of the elevation; and
- (k) No projected balconies will be permitted on the East and West Tower Elevations;

(2) Our client will also agree to the following which will be secured in the final Zoning By-law Amendment(s);

- (a) The provision of the following unit mix:
 - a. 10 percent three bedroom units
 - b. 15 percent two bedroom units; and
 - c. An additional 15 percent of the total number of units will be a combination of two bedroom and three bedroom units, or units that can be converted to two and three bedroom units through the use of accessible or adaptable design measures;
- (b) A minimum of indoor amenity space at a rate of 2 square metres per unit and a minimum of outdoor amenity space of 963 square metres;
- (c) A minimum of short term bicycle parking at 0.2 per unit;
- (d) A minimum visitor parking rate of 2 parking spaces plus 0.01 spaces per unit and the provision of accessible parking spaces at a minimum rate of 5 spaces per 100

effective parking spaces plus 1 space for every additional 50 effective parking spaces;

- (e) The floor to ceiling height of the 7th floor will be reduced from 5.0 to 4.0 metres to improve the massing of the base building;
- (f) The pet relief area will be relocated to the driveway on the eastern edge, away from the front/primary entrance;
- (g) A maximum of 823 dwelling units.

(3) In terms of parkland, cash-in-lieu of parkland will be provided for the Proposed Development; and

(4) Our client is prepared to have discussions with City staff and the Ward Councillor respecting a possible CBC in kind contribution, which may include affordable housing on the following terms:

- use of the City's income based affordable rent definition as provided in Official Plan Amendment 558 for an affordability period of twenty five (25) years (with no AGI increases);
- a minimum of 10 in contiguous groups of at least six (6) rental dwelling units and be provide;
- same unit mix as market units (with ensuite laundry and AC at no cost to tenants);
- use of the City's Centralized Affordable Rental Housing Access System or, where the system is not yet in place, to tenants who have demonstrated that they are in need of affordable rental housing through a fair and transparent process developed in consultation and to the satisfaction of the Chief Planner and Executive Director, City Planning and Executive Director, Housing Secretariat;
- the residents of the Affordable Rental Units will have access to the amenities of the development including indoor and outdoor amenity space, access to rent vehicle parking spaces, as applicable, and access to bicycle and visitor vehicle parking, all on the same terms and conditions as any other resident of the development; and
- the average and minimum unit size of the Affordable Rental Housing Units shall be no less than the average/minimum unit size of all the market units, by unit type.

With respect to the issuance of the final Order for the Zoning By-law Amendment(s) for the Proposed Development, our client is agreeable to the final Order being withheld subject to the following conditions being satisfied:

- (1) the final form of the Zoning By-law Amendment(s) shall be to the satisfaction of the Chief Planner and Executive Director, City Planning, and the City Solicitor;
- (2) City Council has approved Rental Housing Demolition Application 24 119156 STE 13 RH under Chapter 667 of the Toronto Municipal Code pursuant to Section 111 of the City of Toronto Act, 2006, to permit the demolition of the existing rental housing, and the owner has entered into, and registered on title to the lands, one or more agreements with the City, to the satisfaction of the City Solicitor and the Chief Planner and Executive Director, City Planning, securing all rental housing-related matters necessary to implement City Council's decision including:
 - a. replacement of the existing 61 rental dwelling units, including the same number of units, bedroom type and size (including overall GFA) and with similar rents and balconies (for those with existing balconies); and
 - b. an acceptable Tenant Relocation and Assistance Plan addressing the right for existing tenants to return to a replacement rental unit on the lands at similar rents, the provision of rent gap assistance, and other assistance to lessen hardship, all to the satisfaction of the Chief Planner and Executive Director, City Planning;
 - c. as part of the Tenant Relocation and Assistance Plan, the owner shall provide existing tenants priority access to available suites in which it has ownership interests within the ward to lessen hardship.
- (3) the owner has submitted a Functional Servicing Report for review and acceptance to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services; the report will determine whether the municipal water, sanitary and storm sewer systems can support the proposed development and whether upgrades or improvements of the existing municipal infrastructure are required; and
- (4) the owner shall enter into a financially secured agreement for the construction of any improvements to the municipal infrastructure, should it be determined that upgrades are required to support the development, according to the Functional Servicing Report accepted by the Chief Engineer and Executive Director, Engineering and Construction Services.

In support of the settlement offer, please find attached the following:

- (1) Architectural Plans dated March 6, 2025 prepared by BDP Quadrangle .

The Settlement Offer closes at the end of the meeting beginning March 26, 2025.

If you have any questions regarding the above, please do not hesitate to contact me at 416.645.4572 or via email at jpark@ksllp.ca.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'JP' or 'Jason Park', with a stylized flourish at the end.

KAGAN SHASTRI DeMELO WINER PARK LLP

Jason Park
JIP/ch

cc: 137 Isabella Street Limited and 141 Isabella Street Limited

Please reply to the: Yorkville Office