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April 9, 2026

Via Email (ray.kallio@toronto.ca)

**Without Prejudice**

Ray Kallio, Solicitor  
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To Whom it May Concern:

**Re: Settlement Offer – 59-75 Lawton Boulevard  
Ontario Land Tribunal Case No. OLT-25-000527  
City of Toronto Planning Application No. 25 121716 STE 12 OZ**

We represent Lawton Dev LP (the “**Applicant**”), the applicant with respect to the application filed for the lands municipally known as 59-75 Lawton Boulevard (formerly 59-81 Lawton Boulevard) (the “**Subject Property**”) in the City of Toronto (the “**City**”). On February 26, 2025, the Applicant submitted an application to amend City Zoning By-law No. 569-2013 (City Application No. 25 121716 STE 12 OZ, the “**Application**”) as it relates to the Subject Property. The Application was deemed complete by the City as of March 31, 2025.

Pursuant to subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13 (the “**Planning Act**”), on July 2, 2025, the Applicant appealed the Application to the Ontario Land Tribunal (the “**Tribunal**”), which appeal was assigned Tribunal Case No. OLT-25-000527 (the “**Appeal**”). In its order dated January 15, 2026, the Tribunal set a nine-day hearing for the Appeal scheduled to commence on June 8, 2026.

Further to our productive and fruitful discussions with City staff, we write to make a without prejudice offer to settle the Appeal with the City in its entirety (the “**Settlement Offer**”).

The Settlement Offer terms are as follows:

**1. Settlement Plans and Terms**

The zoning by-law amendment will permit the proposed residential development subject to the matters expressly set out herein (the “**Development**”), substantially in accordance with the set of plans and drawings and site statistics prepared by architects-Alliance

dated March 27, 2026, provided under separate cover (the “**Settlement Plans**”), which include the following:

- (a) Two residential buildings (a 39-storey south building and a 37-storey north building, excluding mechanical penthouses), comprised of a maximum of 43,000 square metres of residential gross floor area;
- (b) For the podium and tower portions of the Development, height, massing, and setbacks substantially as depicted in the Settlement Plans; and
- (c) A unit mix that meets or exceeds the City’s Growing Up Guidelines.

The Applicant shall make reasonable commercial efforts to identify, in consultation with the Executive Director, Development Review, a suitable off-site parkland dedication as a substitution for an on-site parkland dedication that complies with Policy 3.2.3.8 of the City’s Official Plan. The off-site conveyance would be subject to the approval of the Executive Director, Development Review and would be subject to conditions for conveyance of parkland prior to the issuance of the First Above Grade Building Permit. In the event the Applicant is unable to provide an off-site parkland dedication to the City, the Applicant will be required to satisfy the parkland dedication requirement through a cash-in-lieu of parkland payment prior to the issuance of first above grade building permit in accordance with Chapter 415 Article III of the City’s Municipal Code.

The Settlement Plans included alongside this Settlement Offer, if accepted by City Council, are intended to amend the plans previously submitted to the Tribunal for the Appeal.

## 2. **Conveyance of Easements to City**

The Applicant will grant two (2) non-permanent and non-exclusive easements to the City within the Subject Property, in the following locations:

- At- and below-grade easement for the purposes of a City-owned combined water and wastewater sewer pipe that slightly traverses onto the Subject Property (the “**City Sewer Pipe**”), as indicated in red hatching on Drawings A2.01, A2.02, and A2.03 of the Settlement Plans; and
- At- and below-grade easement for the purposes of accessing the City Sewer Pipe, as indicated in blue hatching on Drawings A2.01, A2.02, and A2.03 of the Settlement Plans.

(collectively, the “**Easements**”. The lands subject to the Easements are herein referred to as the “**Easement Lands**”)

The Applicant’s granting of the Easements to the City are subject to the following terms:

- (a) The Easements shall exist for the life of the existing City Sewer Pipe only;

- (b) The Easements shall be granted to the City no sooner than first occupancy of any building within the Development;
- (c) The Applicant or any successors-in-title will maintain all fee simple rights over the Easement Lands, including, but not limited to, the right to construct and maintain landscaping, walkways, and services for the operation of the Development, as well as use the Easement Lands to construct, maintain and operate the Development;
- (d) If, in the exercise of its rights under the Easements, the City alters, disturbs or constructs any works on, under or over the Easement Lands, the City shall, at its sole cost and expense, promptly and in any event as soon as reasonably possible following completion of such work, restore the Easement Lands to substantially the same condition, grade and use as existed immediately prior to the commencement of such work, acting in a good and workmanlike manner and in compliance with all applicable laws.

### **3. Conditions Prior to the Issuance of a Final Order**

The Applicant agrees that the following matters will be addressed to the satisfaction of the City prior to the issuance of a final order by the Tribunal allowing the Appeal on the terms set out herein:

- (a) the form and content of the Zoning By-law Amendment is satisfactory to the Executive Director, Development Review and the City Solicitor;
- (b) the Applicant has provided a revised Pedestrian Level Wind Study, with the identification of any required mitigation measures to be secured in the Zoning By-law Amendment and through the Site Plan Control process, all to the satisfaction of the Executive Director, Development Review;
- (c) the Applicant has provided a revised Arborist and Tree Protection Plan, to the satisfaction of Urban Forestry and the Executive Director, Development Review;
- (d) the Applicant has submitted a revised Functional Servicing and Stormwater Management Report to the satisfaction of the Chief Engineer and Executive Director, Engineering and Construction Services; and
- (e) the Applicant has entered into a Municipal Infrastructure Agreement to financially secure the construction of any improvements to the municipal infrastructure in connection with the Functional Servicing Report accepted by the Chief Engineer and Executive Director, Engineering and Construction Services, should it be determined that improvements to such infrastructure are required.

**4. Settlement Offer Conditions**

This Settlement Offer is conditional on:

- (a) City Council accepting this Settlement Offer during its meeting scheduled for April 22 – 24, 2026; and,
- (b) the City consenting to the Applicant requesting a settlement hearing for the Appeal, to be held during or before the hearing scheduled for the Appeal, for the issuance of an interim order by the Tribunal approving the Development and the Settlement Plans in principle (however, should the conditions outlined in Section 3 herein be cleared prior to the settlement hearing, the City will consent to the Applicant requesting the issuance of a final order by the Tribunal approving the Development at the settlement hearing).

This Settlement Offer is made without prejudice. Should the Settlement Offer be accepted by City Council, it may be released publicly.

Should you require further information please do not hesitate to contact our office.

Sincerely,

**McCarthy Tétrault LLP**



Michael Foderick\*  
Partner | Associé

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