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April 10, 2015

By E-Mail to jeffrey.abrams@vaughan.ca

The Honourable Mayor and Members of Council
c/o Jeffrey Abrams, City Clerk
City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario L6A 1T1

Dear Your Worship and Members of Council:

**Re: Belmont Properties (Weston) Inc. File Z.14.040 and 19T-14V009
Poetry Living (The View) Limited File Z.14.031 and 19T-14V007
Block 40 (South) Developers Group
Block 40 (South) Planning Area, City of Vaughan**

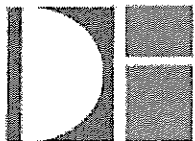
I am writing in our firm's capacity as Trustee to the Block 40 (South) Developers Group (the "Group") on behalf of Belmont Properties (Weston) Inc. ("Belmont") and Poetry Living (The View) Limited ("Poetry"), each participating members of the Group in good standing.

The Recommendations to the Committee of the Whole associated with the above-noted Zoning By-law Amendment and Draft Plan of Subdivision files include a requirement that the subdivision agreements include a clause requiring the applicable owners to pay cash-in-lieu of parkland (i.e. Recommendation #4).

The parkland dedication obligations for the development of land in the Block 40 (South) planning area have been addressed on a comprehensive basis with the City, as approved by Council. The result of these arrangements is a net over-contribution of parkland by the Group. In accordance with the Council-approved Wind-Up Agreement dated January 16, 2015 entered into between the City, the York Region District School Board, the Group, and our firm as Trustee, the Group's aggregate over-contribution of parkland was quantified at 7.96 acres, and the City agreed to pay compensation to the Group for the said parkland over-contribution. Pursuant to sections 5.2 and 5.3(a) of the Wind-Up Agreement, it is explicitly acknowledged that the lands governed by the above-noted Belmont and Poetry applications were included in the calculation of the Group's aggregate parkland over-contribution.

Please refer to: **Daniel Steinberg**
e-mail: daniels@davieshowe.com
direct line: 416.263.4505
File No. 701596

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Communication
cw: <u>April 14/15</u>
Item: <u>5</u>



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Therefore, individual Group members (including Belmont and Poetry) are not required to pay cash-in-lieu of parkland obligations to the City.

We kindly request that Recommendation #4 be edited to state that the clause to be included in the subdivision agreements shall read as follows:

"It is acknowledged that the Owner has satisfied its parkland dedication requirements pursuant to comprehensive arrangements between the Block 40 (South) Developers Group and the City, as approved by Council. Therefore, the Owner is not obligated to pay cash-in-lieu of the dedication of parkland for this development."

Please give due consideration to this request in order to ensure that the Group's agreement with the City is properly implemented.

Yours truly,
DAVIES HOWE PARTNERS LLP

Daniel H. Steinberg

DHS:DS

Copy: H. Wilson, Director, Legal Services, City of Vaughan (by e-mail)
P. Salerno, Manager of Real Estate, City of Vaughan (by e-mail)
R. Virtanen, KLM Planning (by e-mail)
S. Crimi, SC Land Management (by e-mail)
J. Karavos, Holborn Group (by e-mail)