

# GL6.18 Appendix A

## APPENDIX A MAJOR TERMS: LEASES WITH TDSB AND TCDSB 20 BRUNEL COURT

<b>Landlord</b>	City of Toronto
<b>Tenants</b>	1 <sup>st</sup> Lease: Toronto District School Board 2 <sup>nd</sup> Lease: Toronto Catholic District School Board (collectively referred to as the "School Boards" and each a "School Board")
<b>Leased Premises</b>	TDSB Lease: Certain portions of the Facility, designated for the sole use of TDSB, comprising approximately 28,038 square feet TCDSB Lease: Certain portions of the Facility designated for the sole use TCDSB, comprising approximately 25,921 square feet of area (each, a "School Board's Exclusive Use Area")
<b>City Exclusive Use Area</b>	Certain portions of the Facility, designated for the sole use of the City, including a community centre, child care space and community space, comprising approximately 33,476 square feet of area
<b>Term</b>	99 Years with automatic 99 year extensions unless the School Board gives notice of termination.
<b>Minimum Rent</b>	Nominal (\$1.00 per annum)
<b>Additional Rent</b>	Utilities and operating costs are to be paid pursuant to the Shared Facilities Agreement. City and the School Boards shall pay to the taxing authority realty taxes, if any, relating to their Exclusive Use Areas.
<b>Commencement Date</b>	On or about August 1, 2019
<b>Use of School Board's Exclusive Use Area</b>	The School Board's Exclusive Use area shall not be used or occupied for any business or purposes other than for the operation of an elementary school established and operated in accordance with the <i>Education Act</i> (Ontario), including all levels of education up to and including the current Grade 8 level.
<b>Use of City Exclusive Use Area</b>	The City's Exclusive Use area shall not be used for any purposes other than: (i) a community centre offering community events and recreation programs or other public uses compatible with the use of the schools; and

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	<p>(ii) a child care centre operated by the City or a third party not-for-profit entity.</p> <p>Any change in use by any party requires the consent of all other parties.</p>
<p><b>Maintenance, Repairs &amp; Alternations</b></p>	<p><b>Alterations:</b> No party, without the prior written consent of the other parties, shall cause or permit any alteration to the exterior appearance of the Facility, construct additional buildings or structures alter any shared area or building systems, or obstruct or close off all or part of the shared areas or systems. The City shall construct all alterations, regardless of whether they are undertaken on behalf of the School Boards or the City. Each party can undertake alterations to its Exclusive Use Area without consent of the other parties, unless they are structural or interfere with the shared areas of the Facility or the easements granted under the Lease.</p> <p><b>Maintenance and Repairs:</b> The obligations of all parties with respect to the maintenance and repair of all areas and components of the building and lands are set out in the Shared Facilities Agreement.</p>
<p><b>Shared Use</b></p>	<p>The parties shall have the mutual benefit and enjoyment of the shared use areas, common areas and shared building systems as set out in the Leases and the Shared Facilities Agreement. The south field of the adjoining park and the school play area will be open to the public when not being used by the School Boards, outside of the school day.</p>
<p><b>Easements</b></p>	<p>The City and School Boards grant each other mutual easements and rights over their respective Exclusive Use Areas for: support; maintenance, repair and replacement of building systems; and other matters set out in the Leases.</p>
<p><b>Insurance / Indemnify</b></p>	<p>The Parties shall arrange insurance coverages satisfactory to the City's Corporate Finance, Insurance and Risk Management Section.</p> <p>The City and each School Board will indemnify each other and those for whom they are at law responsible from and against all claims, liabilities, losses, damages, costs, expenses, suits or actions resulting from breach of the lease or Shared Facilities Agreement, and damage to property and personal injury or death caused by the indemnifying party and those for whom it</p>

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	<p>is at law responsible (including those who it permits to be at the Facility), except to the extent such claims are caused by the negligence, misconduct or breach of the Lease or Shared Facilities Agreement by the indemnified party and those for whom it is at law responsible.</p>
<p><b>Transfers</b></p>	<p>(1) The School Boards shall not enter into, consent to or permit any assignment, sublease or other transfer without the prior written consent of the City, which can be withheld in its absolute discretion.</p> <p>Notwithstanding the above, the following transfers are permitted with the City's consent, not to be unreasonably withheld:</p> <p>(a) to a "board" as defined in the Education Act R.S.O. 1990, Chapter E3;</p> <p>(b) to a party that will continue to operate the School Board's Exclusive Use Area as an elementary school established and operated in accordance with the <i>Education Act</i> (Ontario);</p> <p>(c) a sublease of one or more of the School Board's classrooms to the other School Board.</p> <p>If the City sells or otherwise disposes of the Facility or the lands on which it is located, the City will cause the purchaser, assignee or transferee, to enter into a written assumption agreement directly with the School Boards.</p> <p>The School Boards' rights and obligations under the Leases will automatically pass to any authority that becomes responsible for public schools and education in Toronto, and the City's rights and obligations under the Leases shall automatically pass to any authority that becomes responsible for administering the City of Toronto.</p> <p>The parties shall be entitled to issue Permits in accordance with the Shared Facilities Agreement.</p>
<p><b>Cross Default</b></p>	<p>A default by a School Board under the Shared Facilities Agreement, which is not cured within any cure periods provided in that Agreement, is an Event of Default under the Lease.</p>