

THIS LICENCE AGREEMENT made ^{5/13/2021} _____,

AMONGST:

CITY OF TORONTO

hereinafter called the "City"

OF THE FIRST PART

- and -

TORONTO AND REGION CONSERVATION AUTHORITY

hereinafter called the "Authority"

OF THE SECOND PART

- and -

BOARD OF MANAGEMENT OF THE TORONTO ZOO

hereinafter called the "Board"

OF THE THIRD PART

WHEREAS:

- A. The City is the owner of the zoological garden and related facilities known as the Toronto Zoo (hereinafter referred to as the "**Zoo**"), and the owner of a portion of the lands on which the Zoo is situate (hereinafter referred to as the "**City Lands**"), as legally described in Schedule "A" attached hereto;
- B. The balance of the lands on which the Zoo is situate are owned by the Authority (hereinafter referred to as the "**TRCA Lands**"), as legally described in Schedule "A" attached hereto;

- C. The TRCA Lands and the City Lands shall be collectively known for the purposes of this Licence Agreement as the "**Zoo Lands**";
- D. The TRCA Lands are managed and controlled by the City in accordance with the agreement between the Municipality of Metropolitan Toronto and the Metropolitan Toronto and Region Conservation Authority and the City, dated June 14, 1961 (hereinafter referred to as the "**1961 Agreement**"), and the tripartite agreement between the Municipality of Metropolitan Toronto, the Metropolitan Toronto and Region Conservation Authority and the Board, dated April 28, 1978 (hereinafter referred to as the "**1978 Agreement**");
- E. The Authority has agreed to transfer certain lands, including portions of the lands in the vicinity of the Zoo (hereinafter referred to as the "**RNUP Lands**"), to Her Majesty the Queen in Right of Canada, as represented by the Minister of Environment and Climate Change, for the purposes of the Parks Canada Agency (hereinafter referred to as "**PCA**") for inclusion in the Rouge National Urban Park (the "**RNUP**");
- F. As a condition of the transfer of the RNUP Lands, the Parties are required to delineate the boundaries of the Zoo Lands, notwithstanding the fact that the Zoo Lands will not be included in the RNUP;
- G. Pursuant to the *City of Toronto Act, 2006*, the Board is continued for the purpose of the operation, management and maintenance of the Zoo;

IN CONSIDERATION OF the sum of ten dollars (\$10.00) now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree each with the others as follows:

APPLICATION

1. This Licence Agreement supersedes and replaces the 1978 Agreement.

2. In the event of any conflict between this Licence Agreement and the 1961 Agreement, this Licence Agreement shall prevail.
3. The Parties hereby acknowledge and agree that the boundaries of the Zoo Lands are as set out in Schedule "A" and may only be changed by written amendment to this Licence Agreement duly executed by all three parties hereto. The sketch attached hereto as Schedule "B" is included for reference purposes only, and in event of conflict the legal descriptions set out in Schedule "A" of this Licence Agreement shall prevail.

PERMITTED USE

4. Pursuant to the 1961 Agreement, the Authority hereby approves the use of the TRCA Lands as a public zoological garden, and for no other uses or purposes except with the prior written consent of the Authority. The parties hereby acknowledge and agree that modern public zoological gardens undertake a broad array of activities in furtherance of the study, protection and well-being of animals and the environment in which they exist.
5. The Board shall operate, manage and maintain the Zoo as a public zoological garden in accordance with this Licence Agreement and with any general and/or specific policy or policies established by the City that are applicable to the Board and/or the Zoo.
6. The Board may continue to operate the Zoo as a research facility under the *Animals for Research Act* (Ontario), as amended, provided all requirements of that statute are met.
7. The Authority's regulations under the *Conservation Authority Act* (Ontario) shall apply to the Zoo Lands, as such regulations may be amended from time to time.

OWNERSHIP & IMPROVEMENTS

8. The Parties hereby acknowledge and agree that all buildings, structures, facilities, and animals situated on the Zoo Lands are the property of the City and are managed by the Board. The Board shall be responsible for the operation of the Zoo, including animal care and welfare, and the City shall be responsible for payment of all applicable property taxes,

insurance costs, capital costs, maintenance costs, repairs and utilities, including all costs associated with the buildings, structures or facilities either currently situated on the TRCA Lands and any improvements to buildings, structures or facilities approved under section **10** of this Licence Agreement and excluding any structures, facilities or works installed by the Authority pursuant to section **12** of this Licence Agreement.

9. The Parties recognize the historical significance of certain buildings, structures or facilities situate on the Zoo Lands and the City and the Board hereby agree to manage same in a manner that protects and promotes heritage value and to actively facilitate appropriate levels of community access thereto and connection therewith.
10. The City and the Board shall consult with and obtain the written approval of the Authority for any master plan for the Zoo and any major revision to the existing master plan or overall redevelopment for the Zoo. Any buildings or capital improvements to be made or constructed on the TRCA Lands shall be subject to the prior written approval and consent of the Authority being first received if they are not in accordance with the approved master plan, an approved major revision or an approved overall redevelopment.
11. The parties shall work together to identify opportunities for the Authority to collaborate with the Board on education and conservation programs.
12. The Authority shall retain control of, and the ability to access, all aspects of the river channels, flood control, river deflection, erosion control and dams (the "**River Works**") provided that neither the Board nor the City shall be obligated to contribute to or assume the costs of installing or maintaining the River Works. The Board shall not alter the course of any river, brook, stream or watercourse without first obtaining the consent and approval in writing of the City and the Authority.

TERM

13. This Licence Agreement shall come into force immediately upon the valid execution by all the Parties hereto.

14. This Licence Agreement shall terminate at such time as the Zoo Lands are no longer being used for the Zoo, and upon such termination the terms and conditions of the 1961 Agreement and any amendments from time to time shall apply.

LANDS NORTH OF OLD FINCH AVENUE

15. The Zoo Lands situated north of Old Finch Avenue, shown as Parts 4 and 5 on 66R-29324, shall be known for the purpose of this Licence Agreement as the "**Breeding Area**".
- a. The City and Board recognize and acknowledge that most of the Breeding Area was restored to serve as a wildlife corridor and buffer area.
 - b. After comprehensive consultation with the Authority, PCA, and members of the community, the Board acknowledges and agrees that any further development of the Breeding Area shall be situated solely within the area highlighted in blue and marked as the 'Breeding Facility' on the figure attached hereto as Schedule "C". The Board shall not clear trees or do anything else to adversely affect the purpose and function of the Breeding Area as a wildlife corridor and buffer area, provided that the Board shall continue to have the right to use, maintain, repair and replace the existing building and area marked as the 'Barn' on the figure attached hereto as Schedule "C" and shall have a right to pedestrian and vehicular access between these two areas, as approximately shown in red on the figure attached hereto as Schedule "C".
 - c. The Board shall not at any time use or permit the use of the Breeding Area for browse production.
 - d. The parties hereby acknowledge and agree that passive and/or traditional land uses compatible with animal breeding and husbandry shall not constitute further development within the meaning of section **15(b)** of this Licence Agreement.
 - e. Authorized representatives of the Authority and PCA shall have, at their sole risk and expense, a right of access in, over, under or through the Breeding Area as required in

order to undertake environmental monitoring and restoration activities in conjunction with their activities on adjoining RNUP Lands. Prior to undertaking either of these activities, the Authority and/or PCA, shall provide the Board forty eight (48) hours written notice of their intended use of the Breeding Area and the Board shall have the right to reasonably delay or impose conditions on such access if the intended activities may, in the Board's sole discretion, interfere with the Zoo's animal breeding and husbandry requirements or any other lawful use of the Breeding Area.

LANDS EAST OF MEADOWVALE

16. The Zoo Lands situated east of Meadowvale Road, shown as Parts 1-3 on 66R-29910 and Part 3 on 66R-31365, save and except Part 1 on 66R-26013 shall be known for the purpose of this Licence Agreement as the "**East Zoo Lands**" and the parties acknowledge and agree that authorized representatives of the Authority and PCA shall have, at their sole risk and expense, a right of access in, over, under or through the East Zoo Lands as required in order to undertake environmental monitoring and non-invasive restoration activities in conjunction with their activities on adjoining RNUP Lands. Prior to undertaking either of these activities, the Authority and/or PCA, shall provide the Board with forty eight (48) hours written notice of their intention to access the East Zoo Lands.

INSURANCE

17. The City shall maintain fire insurance, public liability and property damage insurance and such other insurances as may be necessary for the purposes of the Zoo under policies satisfactory to the City's Deputy City Manager and Chief Financial Officer, or their successors and designates, the Board and the Authority, including comprehensive general liability insurance with the Board and Authority as additional insureds, insuring the respective interests of the Authority, the City and the Board, their servants and agents in all property of the parties in or on the Zoo Lands; provided that the cost of providing such insurance shall be paid as an operating expense of the Board.

RELEASE & INDEMNITY

18. In the event that a lien pursuant to the *Construction Act*, R.S.O., 1990, c.C.30, as amended, is registered against the Zoo Lands, in relation to work performed on the Zoo Lands pursuant to a contract entered into by the Board, the Board shall promptly, upon notice from the Authority, take appropriate action and work expeditiously to resolve the lien issue, and once the lien claim is resolved, shall have the lien removed from title.
19. The indemnification provided by the City to the Authority in section 11 of the 1961 Agreement continues in full force and effect.
20. The Board covenants to indemnify and save harmless the Authority of and from any and all manner of claims, liens, damages, loss, costs or charges whatsoever occasioned to or suffered by or imposed upon the Authority or the TRCA Lands, either directly or indirectly, in respect of any matter or thing in consequence of or in connection with or arising out of the Board's use, occupancy or development of the TRCA Lands, or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same, except to the extent caused by any act or omission of the Authority and/or PCA, and for which act or omission of the Authority the City or the Board was not obliged to obtain insurance, or to indemnify the Authority pursuant to the 1961 Agreement.
21. The City and the Board agree to indemnify the Authority from any real property taxes, including local improvements, which by law the Authority might become liable to pay in respect of the TRCA Lands.
22. If any of the TRCA Lands are taken by expropriation, the Board shall be entitled to pursue any claims it may have against the expropriating authority but shall have no claim against the Authority arising from or related to the expropriation.

ASSIGNMENT

23. The Board and the City shall not assign, transfer, pledge or charge this Licence Agreement without the prior written approval of the Authority. Nor shall the Board or City grant any

licence or rights to use or occupy the TRCA Lands, or any part thereof, to any party for a period of more than ten (10) years without the prior written approval of the Authority.

DISPUTE RESOLUTION

24. In the event of a dispute amongst the parties in respect of any matter arising under this Licence Agreement, such matter may be referred to arbitration pursuant to and in accordance with the *Arbitration Act* (Ontario) on the mutual agreement of the disputing parties.

NOTICE

25. Any notice required or contemplated by any provision of this Licence Agreement shall be deemed to have been properly given if delivered in person, sent by fax or email, or mailed by prepaid registered post, addressed to:

- a. To the City as follows:

Toronto City Hall
4th Floor East
100 Queen St W
Toronto, ON M5H 2N2

Attention: City Manager

- b. To the Authority as follows:

Toronto and Region Conservation Authority
101 Exchange Ave
Vaughan, ON L4K 5R6

Attention: Chief Executive Officer

- c. To the Board as follows:

Board of Management of the Toronto Zoo
361A Old Finch Ave
Toronto, ON M1B 5K7

Attention: Chief Executive Officer

or to such other address in each case as either party may notify the other in writing.

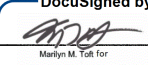
26. This Licence Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Licence Agreement, and any other document to be delivered by one or more parties under this Licence Agreement, may be executed by electronic signature through a City-Approved Electronic Signature Platform (as defined below), or by handwritten signature delivered to the other party or parties by electronic transmission in PDF format. Any such electronic signature or handwritten signature delivered by electronic transmission shall be valid, binding and enforceable upon the party or parties so executing and/or delivering same electronically to the same extent and shall have the same legal effect as an original signature. If and when one or more parties hereto executes this Licence Agreement by or through a City-Approved Electronic Signature Platform, then such party or parties shall, upon the request of another party hereto, be obliged to forthwith provide the requesting party with a certificate of completion or similar certificate produced or issued by such City-Approved Electronic Signature Platform, which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. For the purposes of this section, "City-Approved Electronic Signature Platform" means DocuSign Inc.'s electronic signing platform or any other similar secure electronic application or platform acceptable to the City in its sole and absolute discretion and "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended.

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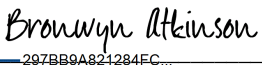
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IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective officers in that behalf duly authorised.

Authorized by Executive Committee, Item EX34.7, as adopted by City of Toronto Council on October 8 -11, 2013 and Executive Committee Item EX14.3, as adopted by City of Toronto Council on June 29-30, 2020.

DocuSigned by:

 Marilyn M. Toft for
 AAA9990067D24FA... City Clerk

APPROVED AS TO FORM

DocuSigned by:

 297BB9A821284FC...
 For Wendy Walberg, City Solicitor
 File No. 2100-805-1031 2012 (B.Atkinson)

CITY OF TORONTO

DocuSigned by:

 Per: _____
 Name: Duri Lee
 Title: Manager, Analysis and Financial Reporting For Heather Taylor, Chief Financial Officer and Treasurer

DocuSigned by:

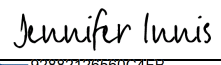
 Per: _____
 Name: Marilyn Toft
 Title: Manager, City Council, Committees and By-laws For John D. Elvidge, City Clerk

We have authority to bind the Corporation

TORONTO AND REGION CONSERVATION AUTHORITY

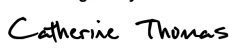
DocuSigned by:

 Per: _____
 Name: John MacKenzie
 Title: Chief Executive Officer

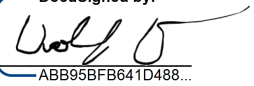
DocuSigned by:

 Per: _____
 Name: Jennifer Innis
 Title: Chair

We have authority to bind the Authority

APPROVED AS TO FORM

DocuSigned by:

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 For Wendy Walberg, City Solicitor
 File No. 2100-805-1031 2012 (C.Thomas)

BOARD OF MANAGEMENT OF THE TORONTO ZOO

DocuSigned by:

 Per: _____
 Name: Dolf Dejong
 Title: Chief Executive Officer

I have authority to bind the Board

Authorized by Item ZB17.1 adopted by the Board of Management of the Toronto Zoo on October 25, 2017 and by Item ZB9.3 adopted by the Board of Management of the Toronto Zoo on May 25, 2020.

SCHEDULE "A" – ZOO BOUNDARIES

1. TRCA LANDS

1.1 The TRCA Lands means those lands legally described as:

Firstly: Parts 1 -3 on 66R-29657 being Part of Lots 5, 6, 7, 8 and Road Allowance between Lots 6 & 7 Concession 3 (closed by By-Law 332 Instrument SC578963 and ByLaw 590 Instrument SC578964); Part 3 S/T easement as in TR029575

Secondly: Parts 1,3,4, 5, 6,7, 9 on 66R31079, being Part of Lots 6-8, Concession 3 and Part of Road Allowance between Lots 6 and 7, Concession 3

Thirdly: Parts 1-3 on 66R29910 being Part of Lot 4 Concession 3; Part 2 S/T easement as in Instrument SC568292;

Fourthly: Part 3 on 66R-31365, being Part of Lot 4, Concession 3

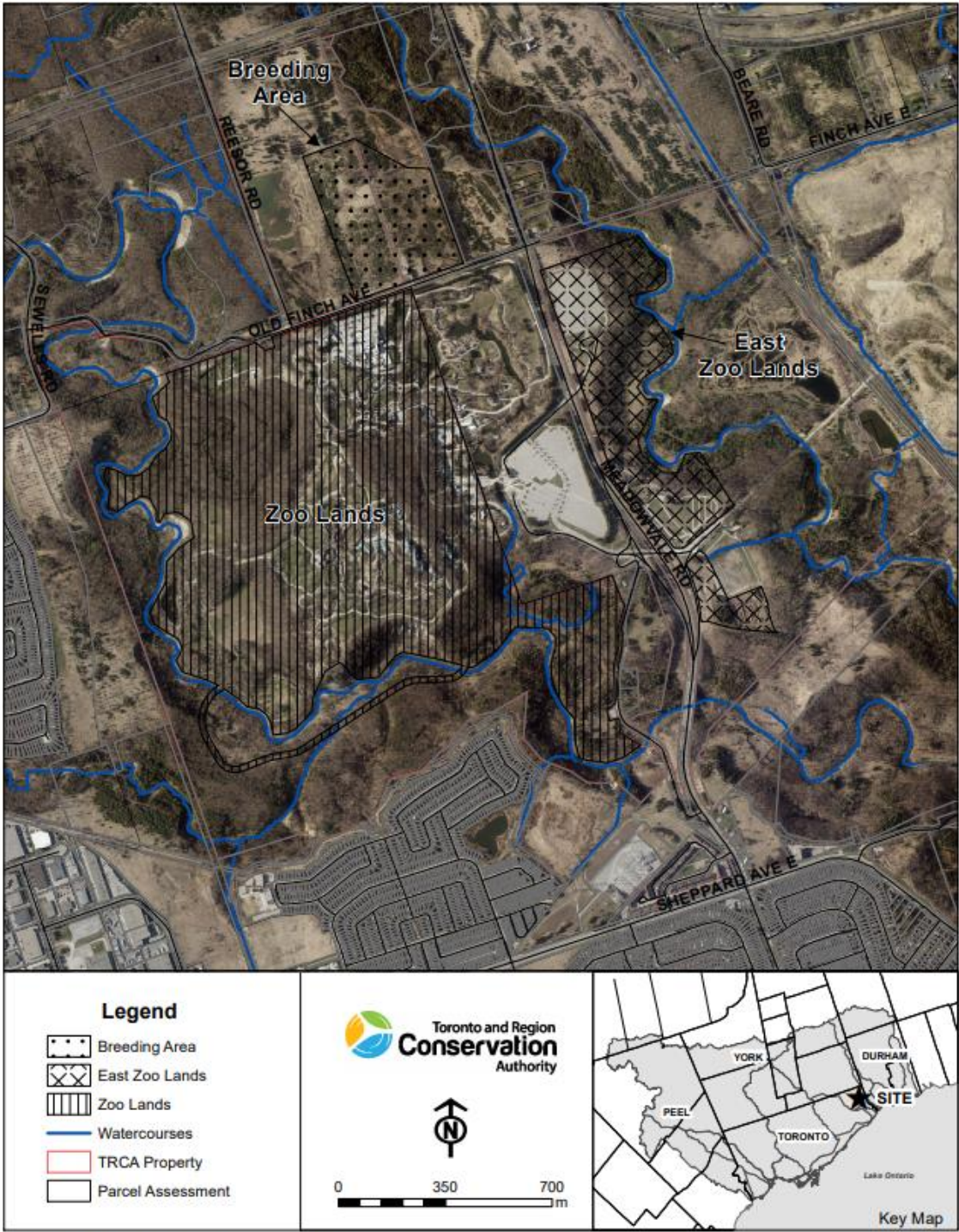
Fifthly: Parts 4-5 on 66R29324 being Part of Lots 5 and 6, Concession 4; S/T easement as in Instrument AT446570

2. CITY LANDS

2.2 The City Lands means those lands legally described as:

Part 22 on 66R29657 being Part of Lot 5, Concession 3

SCHEDULE "B"



SCHEDULE "C" - BREEDING AREA

