

DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2018-338

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Patricia Palmieri	Division:	Real Estate Services
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Date Prepared:	October 12, 2018	Phone No.:	416-392-4829
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Purpose
 To obtain authority to enter into a Mutual Easement and Shared Facilities Agreement (known as the "MESFA") with RK (Sheppard Centre) Inc. (the "Owner") and Toronto Transit Commission ("TTC"). The MESFA grants easements to the City of Toronto and TTC, and their respective employees, servants, contractors and their tenants and invitees for access between the Owners' development and the City/TTC facilities and maintenance (the "City Easements"), grants easements to the Owner over portions of the City Lands for pedestrian passage, landscaping, support and maintenance (the "Owner's Easements"), and sets out the ownership and maintenance obligations as it pertains to such connecting facilities.

Property
 See Appendix "A" for description of Owner Lands and City Lands.

Actions
 It is recommended that:

1. Authority be granted for the City to enter into the MESFA with the Owner, acquire the City Easements, grant the Owner's Easements (collectively the "Easements") and release the existing easements, as discussed below, substantially on the terms and conditions outlined in Appendix "B" and on such other terms and conditions as may be acceptable to the Director of Real Estate and in a form satisfactory to the City Solicitor.
2. The Deputy City Manager – Internal Corporate Services, or her successor or designate, shall administer and manage the MESFA and Easements, including the provision of any ancillary agreements, amendments, consents, certificates, approvals, waivers, notices, and notices of termination, provided that the Deputy City manager – Internal Corporate Services may, at any time, refer consideration of such matters to City Council for its determination and direction.
3. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses and amending and waiving terms and conditions, on such terms as she considers reasonable.
4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact
 There is no financial impact from the rights granted under the MESFA. The City Easements are for nominal consideration, pursuant to the project's Site Plan Agreement. The consideration for the release of the existing easements and granting of the Owner's Easements is the acquisition of the City Easements. In accordance with TTC policy, the Owner has paid an entrance connection fee of \$302,346.19 for the connection to the Yonge Subway Station, but this is not consideration for the Owner's Easements.

The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments
 Pursuant to a Site Plan Agreement between the City and the Owner with respect to the redevelopment of the facility known as the Sheppard Centre, the TTC required that the Owner grant the City Easements to allow the City and the TTC, its respective employees, servants, contractors and their tenants and invitees access between the Owners' development and the City/TTC facilities and to set out the ownership and maintenance obligations as it pertains to such connecting facilities. Upon registration of the City Easements, the existing access easements, which will no longer be functional, will be released. The City also grants to the Owner the Owner's Easements for pedestrian passage, landscaping, support and maintenance over a portion of the City Lands, as a result of the removal of an elevator that was previously located there.

Terms
 See Appendix "B"

Property Details	Ward:	Ward 20 – Trinity Spadina
	Approximate Area:	Irregular

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input checked="" type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations is only Manager with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)															
Councillor:	Councillor John Filion					Councillor:									
Contact Name:	Markus O'Brien					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Concurs					Comments:									
Consultation with Divisions and/or Agencies															
Division:	TTC					Division:	Financial Planning								
Contact Name:	Pamela Kraft/David Panici					Contact Name:	Patricia Libardo								
Comments:	Concurs					Comments:	Concurs								
Legal Division Contact															
Contact Name:	Jack Payne														

DAF Tracking No.: 2018-338	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Tim Park	Oct. 16, 2018	Signed by Tim Park
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	Oct. 18, 2018	Signed by David Jollimore

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M² or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Appendix "A"

<p>Property Address Legal Description:</p>	<p><u>Owner Lands:</u></p> <p>PIN 10084-0149 (LT) PCL 16-7, SEC Y-13. PT LOT 16, CON 1 EYS; PT LOT 1, PL 207; PRT LOTS 2, 3, 5-9 & PRT DORIS AVE, PLAN 3303, DESIGNATED AS PTS 1-11, 13, 16, 18-20, 66R-15481, S/T AN EASEMENT AS IN C-522896. S/T RIGHTS OF WAY FOR ACCESS OVER PRTS 16, 18, 19 AND 20 66R-15481 AS IN C524700. S/E PRT 8 PL 66R-16921. S/E PRT 1, PL 66R- 18097; S/E PRT 6 PL 66R-18097; S/E PRT 2, PL 66R-18012; S/T A PERMANENT EASEMENT OVER PRT 2 PL 66R-18097 IN FAVOUR OF THE CITY OF TORONTO AS IN E309781;CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PART 17 PLAN 66R15481 AS IN C524700)</p> <p><u>City Lands:</u></p> <p>PIN 10084-0082 (LT) PT RDAL BTN CON 1 EYS & CON 2 WYS TWP OF YORK; PT RDAL BTN LT 15 & 16 CON 1 TWP OF YORK; PT GREENFIELD AV PL 2452 NORTH YORK; PT LT 16-17 CON 1 EYS TWP OF YORK AS IN NY244885; PT LT 17 CON 1 WYS TWP OF YORK AS IN NY292125, BEING YONGE ST BTN SHEPPARD AV & HOLLYWOOD AV; TORONTO/NORTH YORK , CITY OF TORONTO PIN: 10084-0146 (LT) PRT PCL 16-7, SEC Y-13. PT LOT 16, CON 1 EYS; PART 1 66R-18097, CITY OF TORONTO PIN 10084-0147 (LT) PRT PCL 16-7, SEC Y-13. PT LOT 16, CON 1 EYS; PART 6 66R-18097, CITY OF TORONTO</p>
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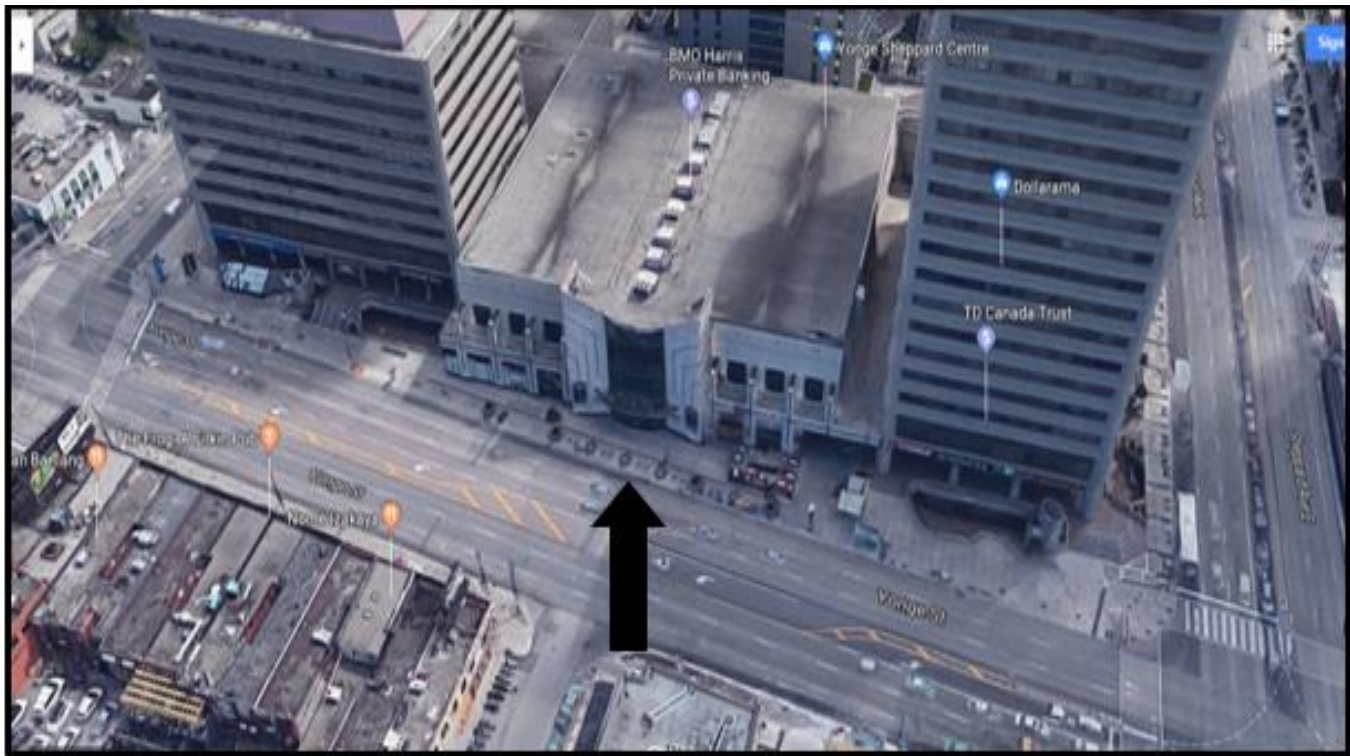
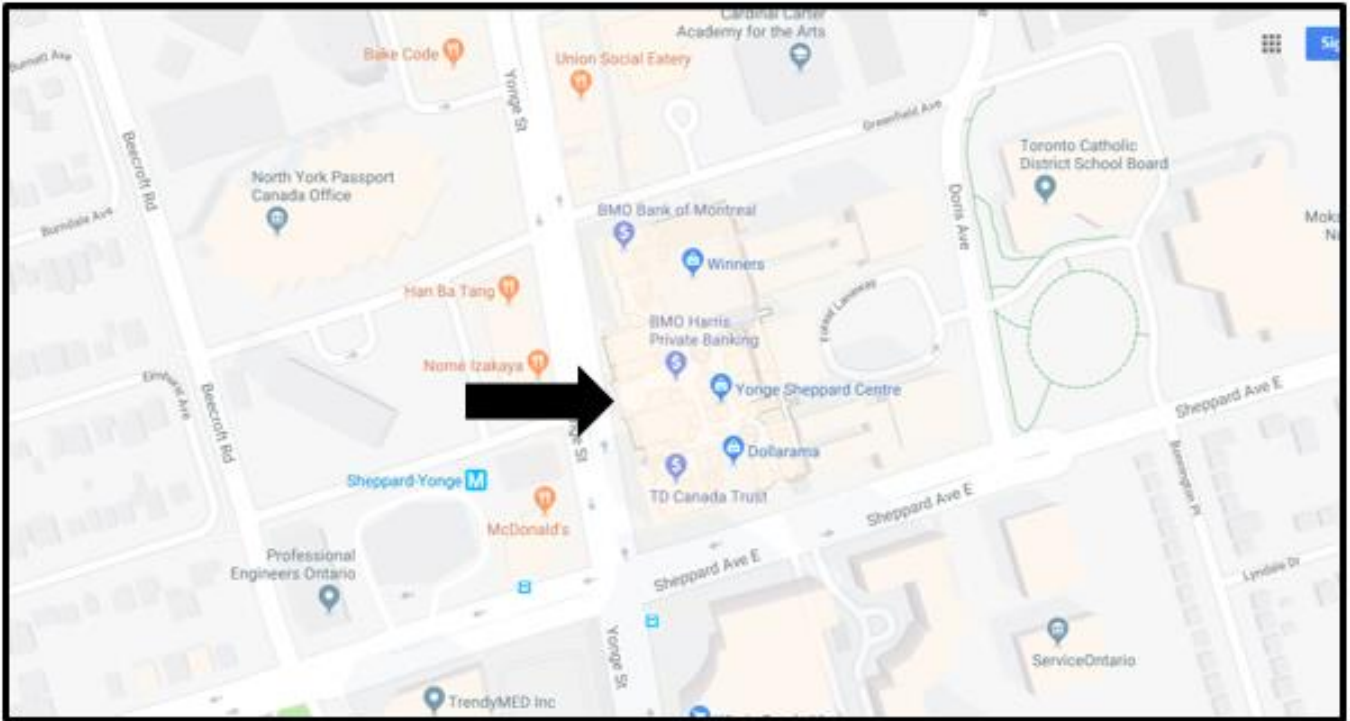
Appendix "B"

Terms & Conditions – Mutual Easement and Shared Facilities Agreement

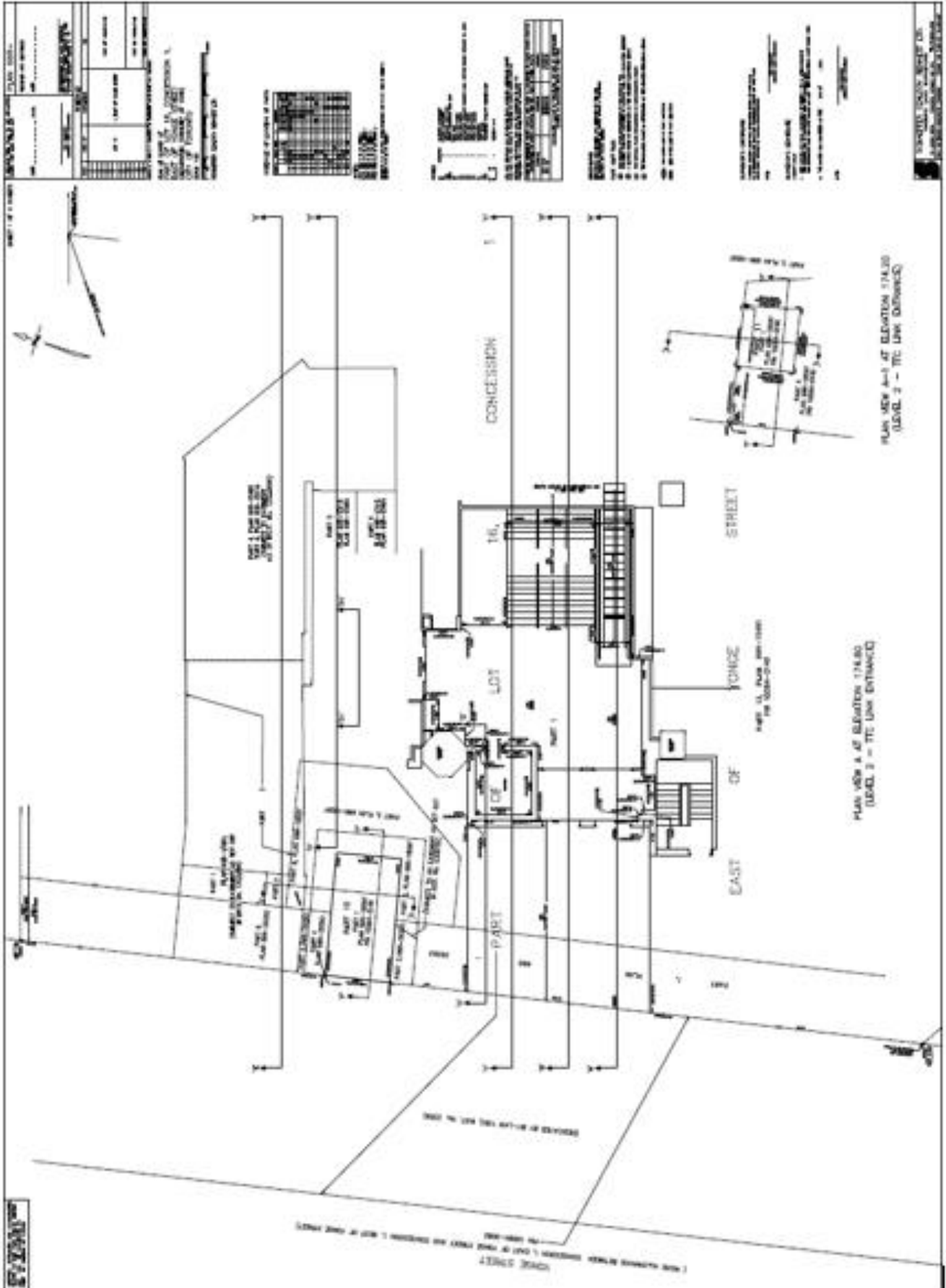
Parties	RK (Sheppard Centre) Inc., City of Toronto and Toronto Transit Commission
Easements Granted by Owner to City	<p>(a) <u>Entrance Connection: Walkways, Stairways, Elevator and Escalators</u> The City and/or TTC, its employees, servants, contractors and their tenants, and invitees, together with others entitled thereto, shall have an easement for passage and re-passage of pedestrians over parts of the Owner Lands described as Parts 1, 2, 3, 4, 5, 6, 7, and 8 on the Draft Reference Plan (attached as Appendix "C") which portions of Owner Lands serve, on a shared basis the City Lands, for the purpose of access to the City Lands and ingress and egress from the TTC Facilities to and from Yonge Street.</p> <p>(b) <u>Entrance Connection: Utility, Mechanical, Telecommunication, Telephone, Alarm, Electrical, Cable Systems, Conduits and Duct Banks</u> The City shall have an easement over and through those parts of the Owner Lands described as Parts 5, and 6 on the Draft Reference Plan, necessary to install and maintain all of the City and/or TTC finishes, plumbing, electrical, ducting, heating, gas, utility, telecommunication, telephone, alarm, electrical, cable and mechanical systems, conduits and duct banks passing through the Owner Lands and serving, the City Lands and the TTC Facilities on an exclusive basis.</p> <p>(c) <u>Entrance Connection: Shared Utility, Mechanical, Telecommunication, Telephone, Alarm, Electrical, Cable Systems, Conduits and Duct Banks</u> The City shall have an easement over and through those parts of the Owner Lands described as Parts 3 and 4 on the Draft Reference Plan, necessary to install and maintain all of the City and/or TTC finishes, plumbing, electrical, ducting, heating, gas, utility, telecommunication, telephone, alarm, electrical, cable and mechanical systems, conduits and duct banks passing through the Owner Lands and serving, the City Lands, the TTC Facilities and the Owner Lands on a shared basis, as set out in Appendix "D"</p>
Easements Granted by City to Owner	<p>(a) <u>Outdoor Walkways</u> The Owner, its employees, servants, contractors and their tenants, and invitees, together with others entitled thereto, shall have an easement for passage and re-passage of pedestrians over parts of the City Lands, described as Part 10 on the Draft Reference Plan, which portions of City Lands serve, both the City Land and the Owner Lands, for the purpose of access to the Owner Lands and ingress and egress to and from the adjacent streets.</p> <p>(b) <u>Landscaping:</u> The Owner shall have an easement over and through those parts of the City Lands described as Parts 10 and 11 on the Draft Reference Plan, necessary to install and maintain, at its sole expense, all of the Owners waterproofing features and the landscaping elements and paving located above the top of the existing concrete slab on the City Lands.</p> <p>(c) <u>Support Areas</u> The Owner shall have an easement for support for the Landscaping located on parts of the City Lands described as Parts 12, 13 and 14 on the Draft Reference Plan, necessary for the support of the Landscaping and structures, and to build and maintain such features.</p> <p>(d) <u>Additional Area:</u> The Owner shall have an easement over and through those parts of the City Lands described as Parts 9 and 12 on the Draft Reference Plan, necessary to install and maintain all of the Owners features and finishes and to allow for the storage of retail goods.</p>

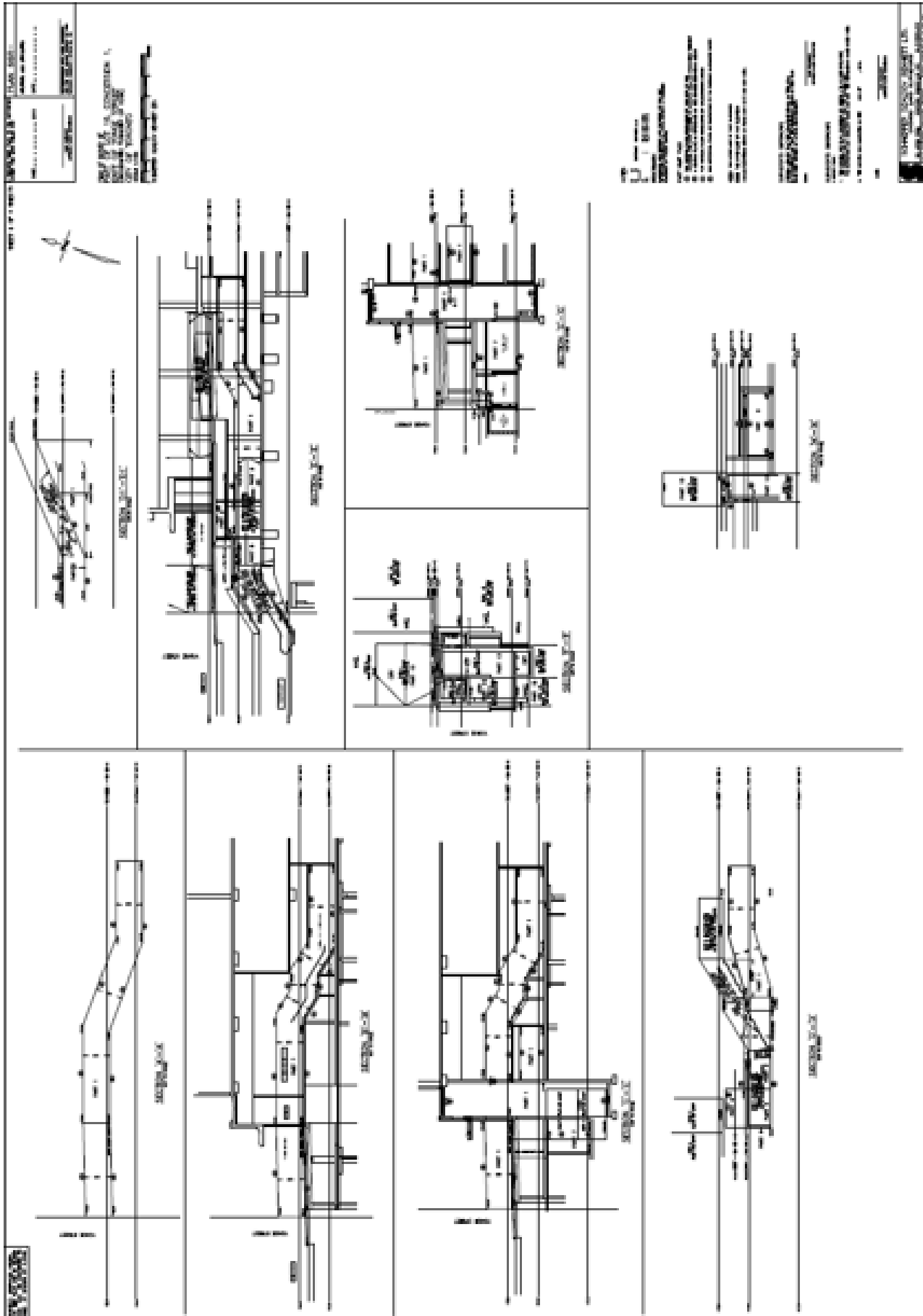
Maintenance	Each party will maintain its facilities in good order and condition, subject to the following. The shared facilities within the Easement lands shall be maintained as follows: Parts 1,2 7,8,9,10,11,12,13 and 14 on the Draft Reference Plan shall be maintained by the Owner; Parts 5 and 6 on the Draft Reference Plan shall be maintained by the City; and Parts 3 and 4 on the Draft Reference Plan shall be jointly maintained by the Owner and City as set out in Appendix "D".
Material Adverse Change	No party shall make a material adverse change to the Owner's Lands or the City Lands without the consent of the other party.
Mutual Environmental Requirements & Indemnity	Each party agrees to indemnify, protect and save and hold the other harmless against any environmental matter or violation of or non-compliance with any environmental law located on its lands resulting from the actions or inactions of any persons for whom the party is in law responsible and from remedial costs with respect to any remedial work undertaken or required to be performed by the party pursuant to environmental law.
Mutual Indemnity	Each party agrees to indemnify the other against all claims which may be brought against or made upon the other and against all losses, costs, damages, charges and expenses which may be incurred, sustained or paid by the other by reason of the breach of the MESFA by such party or the negligent act or omission of the party or its workers, contractors, employees or agents, including but not limited to the reasonable costs of the party, or their legal counsel of defending any such claims, save and except to the extent they are caused or contributed to by the negligent act or omission or willful misconduct of the other party, and only if the party is first notified of the claim on receipt and permitted to defend or dispute the claim on behalf of the other party.
Release of Existing Easements	The parties acknowledge and agree to release the existing easements granted to the City and/or TTC from title to the Owner Lands that are no longer required to access the entrance connection, immediately following the registration of the City Easements.
Entrance connection Fee	In accordance with TTC policy, the Owner is required to pay TTC an entrance connection fee of \$302,346.19, inclusive of taxes, which the parties acknowledge has been paid.
Land Transfer Tax	The TTC is responsible for any land transfer tax payable on the City Easements and the Owner is responsible for any land transfer tax payable on the Owner's Easements.

Location Map



Appendix "C" Reference Plan 66R-30180





Appendix "D"
Shared Facilities and Cost Allocation

SHARED FACILITY AND SECTION REFERENCE	OWNER PROPORTION	CITY PROPORTION
Shared Facilities To Be Maintained by Owner		
<p>Mechanical (From TMP)</p> <p>10 Concealed Sprinkler Heads - The sprinklers serve the TTC, but are from Owner services</p> <p>1 Rain Water Leader drain - This is a Owner service</p> <p>1 Drain with Clean Out - This is a Owner service</p> <p>2 CUH - Chilled water and controls are from Owner</p> <p>4 supply Diffusers - Serve the TTC, but are from Owner</p> <p>2 return Diffusers - Serve the TTC, but are from Owner</p> <p>1 Existing Thermostat - Controls are from Owner</p> <p>2 Automatic Control Valves - Served by Owner</p> <p>4 Isolation Valves - Served by Owner</p> <p>Electrical (From MBII)</p> <p>1 Recessed 12' long LED luminaire (type L-2L) - serves both TTC & Owner and is to be fed from Owner electrical panelboard</p> <p>1 Fire alarm speaker - serves both TTC & Owner and is to be fed from Owner fire alarm system</p> <p>2 Power connections for cabinet unit heaters (2) - serve both TTC & Owner and are to be fed from Owner electrical panelboard</p> <p>2 "Fire Do Not Enter signs in TTC operated area but is tied into Owner fire alarm system.</p> <p>Architectural</p> <p>Wired Glass Partitions and Doors</p> <p>Porcelain Tile Floor Finish (Size 12"x24")</p> <p>Porcelain Tile Wall Finish (Size 12" x 24")</p> <p>Porcelain Tile Base Finish (Size 10cm)</p> <p>Suspended GB Ceiling with Painted Finish</p> <p>1 TTC Signage Box as per KDA Drawings</p>	100%	0%
Shared Facilities to be Maintained by City/TTC		
<p>1 "Fire Do Not Enter sign in TTC Link Concourse Level 172 (also in Owner property) which is to be tied into the TTC fire alarm system through the existing TTC fire alarm wiring in Vestibule 172A.</p> <p>1 TTC Signage to be placed in the TTC Signage Box as per KDA Drawings</p>	0%	100%

Should a party carry out any alteration or improvement, or any installation of any additional equipment in Area 4, the cost and expense of carrying out the alteration or improvement, or carrying out the installation of the equipment, and the Maintenance of the alteration, improvement or equipment installed shall be the responsibility of the party.