

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

TRACKING NO.: 2021-030

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Miles Argue	Division:	Corporate Real Estate Management
Date Prepared:	January 19, 2021	Phone No.:	416-397-7522

Purpose	To obtain authority to enter into a licence agreement (the "Licence") with T3 Bayside I Property Inc., in its capacity as nominee for and on behalf of T3 Bayside I GP Inc., as general partner of T3 Bayside I Limited Partnership (collectively the "Licensee") with respect to the City property described below to facilitate construction of the T3 Bayside commercial development at 251 Queens Quay East, Toronto (the "Project")
Property	The City is the registered owner of the lands legally described as: Block 4 on Plan 66M-2514; being all of PIN 21384-0180 (LT), (the "Property"), as shown on the Location Map in Appendix "B". The subject land of the proposed agreement is that portion of the Property shown hatched in red on the attached Appendix "B", having an area of 479.9 meters squared (the "Licensed Area").
Actions	1. Authority be granted to enter into the Licence with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	The City will receive revenues in the amount of \$59,886.20 plus HST, payable on the Licensee's execution of the Licence Agreement. The City will receive additional revenues of up to \$18,911.43 plus HST, should the Licensee exercise their option to extend. Total compensation of up to \$78,797.63 plus HST has been included in the 2021 and 2022 Operating Budget Submissions for Parks, Forestry & Recreation to be directed to Cost Centre P10227 and FAC 1810400000. The Chief Financial Officer and Treasurer has been provided the financial impacts associated with this program for review as part of the 2021 budget process.
Comments	The Project requires the Licensee to swing a non-load bearing construction boom from time to time over a portion of City-owned parkland, consequently the Licence is being sought for such activity over the Licensed Area shown on Schedule "B". The term of the proposed licence shall commence on February 1, 2021 and end on August 31, 2022, subject to the option to extend for a further period not to extend beyond February 28, 2023. The proposed licence fee and other major terms and conditions of the Licence are considered to be fair, reasonable and reflective of market rates.
Terms	Please see page 4: Appendix "A"

Property Details	Ward:	10 – Spadina Fort-York
	Assessment Roll No.:	19 04 064 010 01134
	Approximate Size:	Irregular
	Approximate Area:	479.9 m ² ± (5165.6 ft ² ±)
	Other Information:	non-load bearing construction boom

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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/Licensors):</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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 more senior positions.</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 more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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 checked="" 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 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 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 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/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</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 each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services 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 the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval

Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Councillor Joe Cressy				Contact Name:				
Contact Name:	Tom Davidson				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No Objections – January 18, 2021				Comments:				

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry and Recreation	Division:	Financial Planning
Contact Name:	Brian Majcenic Business Services Officer	Contact Name:	Patricia Libardo Senior Financial Planning Analyst
Comments:	Comments Incorporated – January 14, 2021	Comments:	Comments Incorporated – January 14, 2021

Legal Services Division Contact

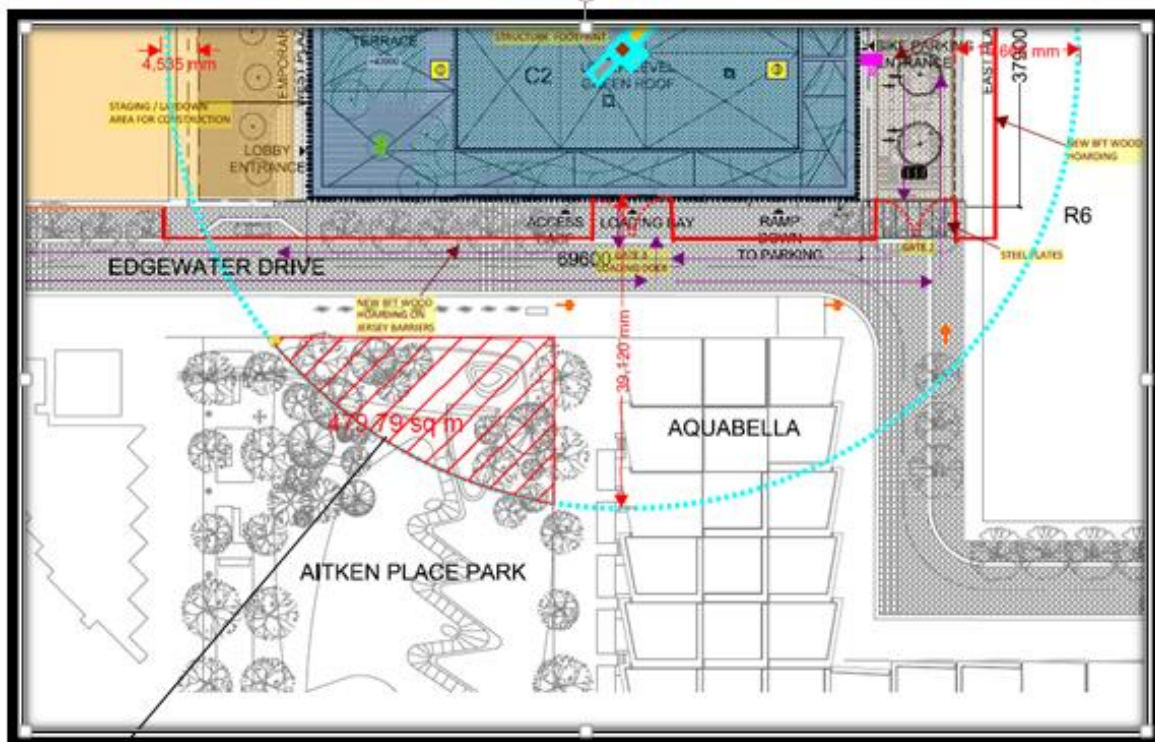
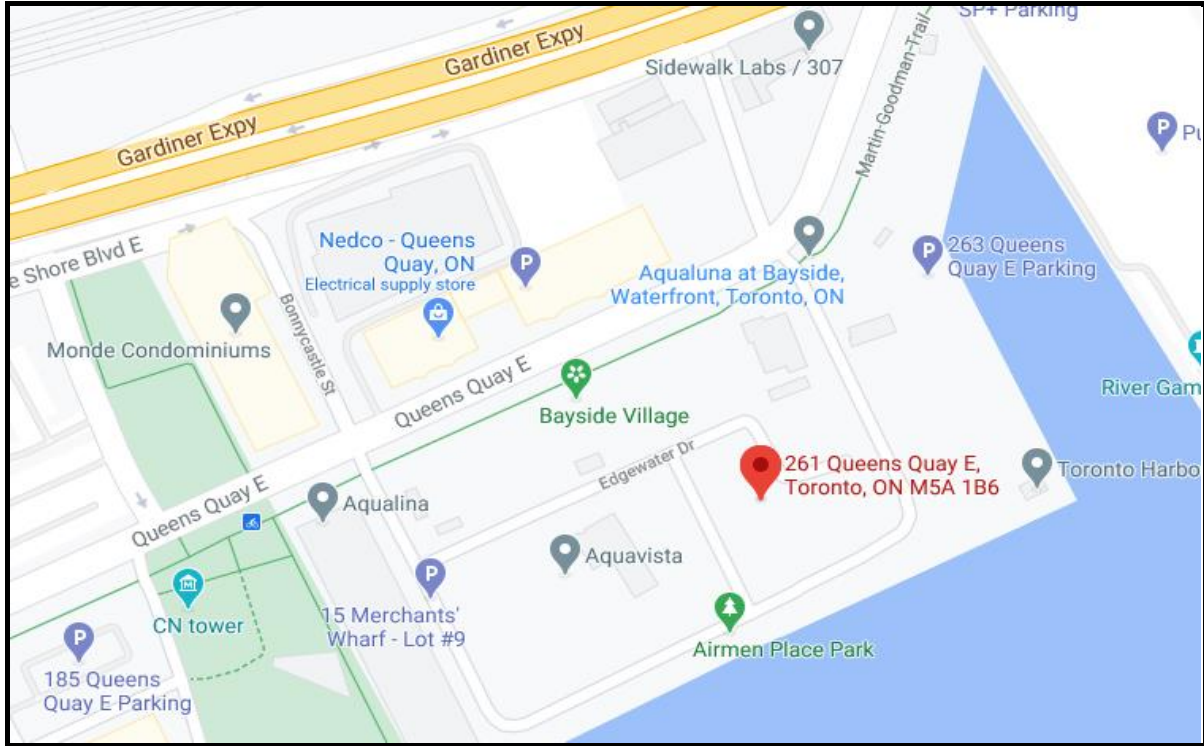
Contact Name:	Amna Shakil, Solicitor	Comments Incorporated – January 19, 2021
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DAF Tracking No.: 2021-030	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Melanie Hale-Carter	Jan. 19, 2021	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Jan. 21, 2021	Signed by Alison Folosea

APPENDIX A – Major Terms and Conditions

- Licensor:** City of Toronto
- Licensee:** T3 Bayside I Property Inc., in its capacity as nominee for and on behalf of T3 Bayside I GP Inc., as general partner of T3 Bayside I Limited Partnership (collectively called the "Licensee")
- Property:** Block 4 on Plan 66M-2514; CITY OF TORONTO
- Licensed Area:** 479.9 square meters, as shown hatched in red on Appendix "B".
- Term:** February 1, 2021 to August 31, 2022
- Option to Extend:** The Licensee may, not less than 45 days prior to the expiry of the Term, give notice to the City that it continues to require the use of the Licensed Lands for a further period not to extend beyond February 28, 2023.
- License Fee:** One-time fee of \$59,886.20 plus HST, payable in advance.
- Extension Term Fee:** \$3,151.91 plus HST per month of the Extension Term.
- Use:** To permit the Licensee to swing a construction crane over the Property to facilitate construction of the Project. The Licensee must comply with all applicable municipal and provincial laws and regulations during the term of the Agreement.
- Insurance:** The Licensee will be required to provide Commercial General Liability in the amount of \$20 million per occurrence for bodily injury (including death) and property damage. The City will be added as an additional insured.
- Indemnity:** The Licensee will be required to indemnify and save the City harmless from and against any and all liabilities, claims, losses, demands, expenses, actions, injuries, damages, causes of action and costs whatsoever arising out of or in connection with the use and operation of the Construction Crane, or any part thereof, or resulting in any way from the exercise of the proposed Licence Agreement.
- No Liability:** The Licensee further covenants and agrees to forever release and discharge the City and its officers, employees and agents from any and all manner of actions, suits, claims, executions and demands which the Licensee, its officers, employees, or agents may, at any time hereafter, have against the City and its officers, employees and agents in respect of any loss, injury or damage suffered by the Licensee, its officers, employees and agents in connection with the proposed license.

APPENDIX "B" – LOCATION AND LICENSED AREA



Licensed Area – 479.79 sq. m.