

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

TRACKING NO.: 2021-062

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

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	February 16, 2021	Phone No.:	647-458-1934

Purpose	To obtain authority to enter into a licence agreement with 3C Lakeshore Inc. (the "Licensor") with respect to the properties municipally known as 324 Cherry Street, Toronto and 429 Lakeshore Boulevard East, Toronto for the purpose of operating an existing public pedestrian/bicycle path known as the Martin Goodman Trail (the "Agreement").
Property	Part of the properties municipally known as 324 Cherry Street, Toronto, and 429 Lakeshore Boulevard East, Toronto, being part of PINs 21384-0097(LT) and 21384-0098(LT), shown as the Licensed Area in Appendix "B".
Actions	1. Authority be granted to enter into the Agreement with the Licensor, 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	No licence fee is payable in respect of the Agreement. The City shall also pay all costs in excess of the normal operating costs arising directly from the City's use of the Licensed Area in accordance with the Agreement. The City shall also repair and remedy, at its sole cost and expense, any and all damage resulting from its use of the Licensed Area. Funding is available in the 2021 Council Approved Operating Budget for Parks, Forestry and Recreation. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	The Licensor and the City have agreed to enter into the Agreement in order to facilitate the continued use of the portion of the Martin Goodman Trail located on the Property (the "Licensed Area") by members of the public. The City will acquire the right to enter on and to operate, use, inspect, maintain, repair, renew, and/or replace a public pedestrian/bicycle path in the Licensed Area, and will be subject to insurance and indemnity obligations related to the continued public use of the Licensed Area. Parks, Forestry and Recreation is responsible for the maintenance of the Licensed Area and has consented to this Agreement. No operating impact is anticipated. The proposed major terms and conditions of the Agreement are considered to be fair and reasonable.
Terms	See Appendix "A"

Property Details	Ward:	10 - Spadina-Fort York
	Assessment Roll No.:	190407106001200
	Approximate Size:	Irregular shape
	Approximate Area:	51,800 m ² ± (557,568 ft ² ±),
	Other Information:	

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 checked="" 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 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:	Joe Cressy	Councillor:	
Contact Name:	Tom Davidson	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No objections (Feb 17, 2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry & Recreation	Division:	Financial Planning
Contact Name:	Jason Bragg	Contact Name:	Patricia Libardo
Comments:	No concerns (Apr 8, 2021)	Comments:	Comments incorporated (Apr 8, 2021)

Legal Services Division Contact

Contact Name:	Emily Ng (Feb 17, 2021)
---------------	-------------------------

DAF Tracking No.: 2021-062	Date	Signature
Concurred with by: Manager, Real Estate Services Peter Cheng	April 8, 2021	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	April 12, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

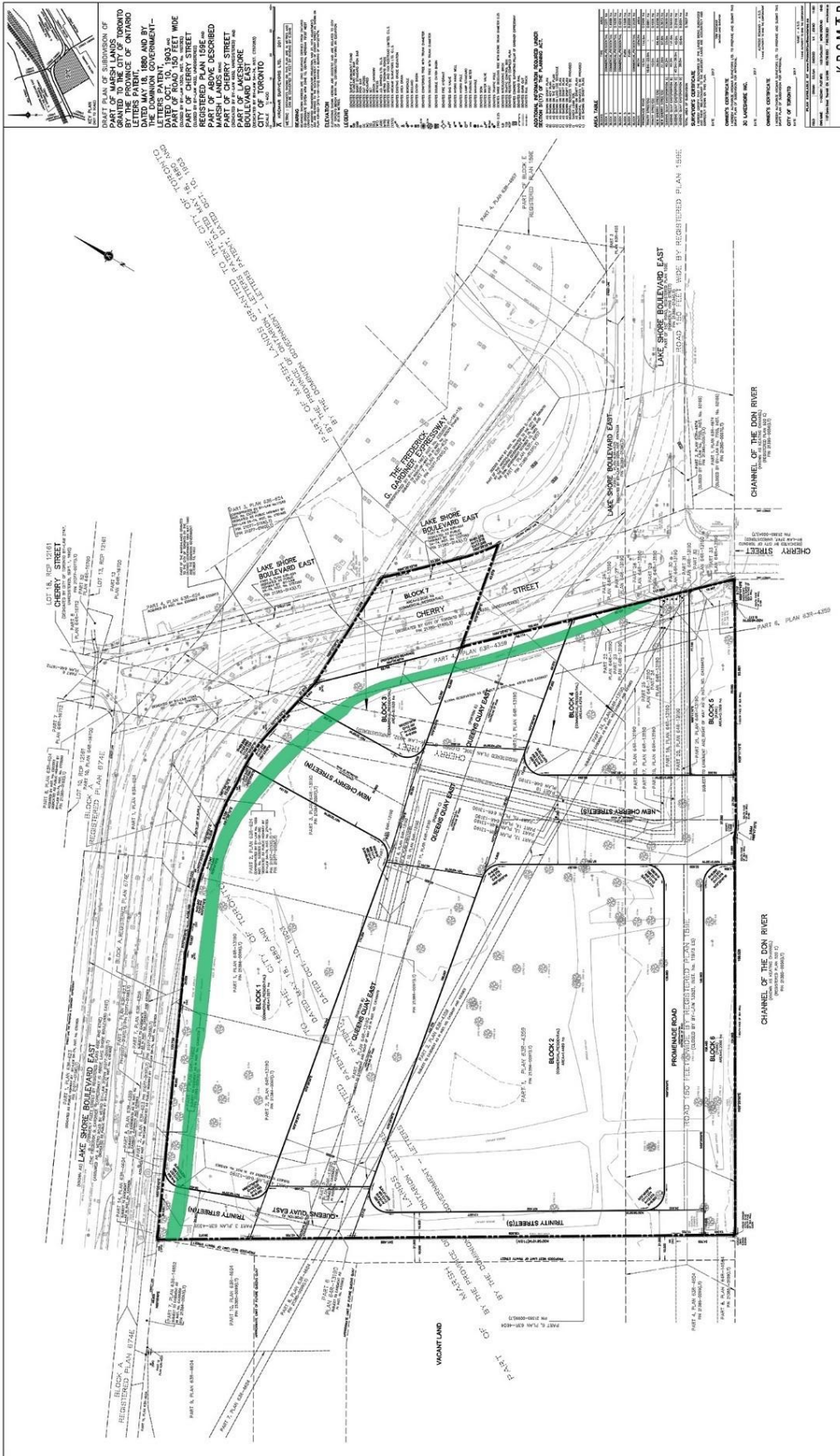
Appendix "A"

Major Terms and Conditions

- License Fee: Nominal
- Commencement Date: November 1, 2020
- Term: The term shall be at an end 60 days following either receipt by the City of written notice of termination from the Licensor, provided that the Licensor concurrently delivers satisfactory evidence to the City that a permit has been issued pursuant to the Building Code Act (Ontario) for demolition, shoring, excavation and/or construction on the Licensor Lands; or receipt by the Licensor of written notice of termination from the City
- Maintenance: The City will maintain the Licensed Area, as its sole cost and expense, in a clean and tidy condition to the extent of the condition existing immediately prior to the Commencement Date.
- Restoration: Upon expiry or termination of the License, the City shall remove any signage it installed upon the Licensed Area, and shall restore the Licensed Area as close as is practicable to its original condition immediately prior to the Commencement Date, at the City's sole cost and expense.
- Damage: Either party shall not permit any rubbish, refuse, debris, or other objectionable material to be stored or to accumulate in or on the Licensed Area and shall ensure that nothing is done or kept at or on the Licensed Area which is or may be considered a nuisance, or which may interfere with the other's use of the Licensed Area. Each party shall repair and remedy, at its sole cost and expense, any and all damage resulting from its use of the Licensed Area promptly, and in any event within ten (10) days of being notified in writing by the other party to do so.
- Indemnity: The City shall indemnify and save the Licensor harmless from and against costs, expenses, claims, and demands brought against the Licensor in respect of loss, damage or injury to persons or property, arising directly out of the access or use of the Licensed Area by the City and the City's Representatives pursuant to this Licence during the Term, except to the extent caused by and/or contributed to by the negligence or wilful misconduct of the Licensor.
- Insurance: The City, at all times during the Term, shall maintain at its own expense Comprehensive General Liability insurance, including contractual liability on an occurrence basis, against claims for personal or bodily injury, death, or property damage, and which amount shall not be less than Ten Million Dollars (\$10,000,000.00) per occurrence. Upon execution of this Agreement, the City shall evidence insurance hereby in the form of a Certificate of Insurance, in form and detail satisfactory to the Licensor, acting reasonably, signed by the insurer or an authorized representative of the insurer.

Appendix "B"

Licensed Area



Appendix "C"

Location Map

