

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

TRACKING NO.: 2021-165

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

Prepared By:	Blendian Stefani	Division:	Corporate Real Estate Management
Date Prepared:	June 16, 2021	Phone No.:	(416) 397-7481

<b>Purpose</b>	To obtain authority to enter into a lease agreement with Crosslinx Transit Solutions Constructors, a general partnership of EllisDon Civil Ltd., Dragados Canada, Inc., SNC-Lavalin Constructions (Pacific) Inc. and Aecon Infrastructure Management Inc. (the " <b>Tenant</b> ") with respect to the property municipally known as 2444 Eglinton Avenue East, Toronto for the purpose of an office (the " <b>Lease Agreement</b> ").																																								
<b>Property</b>	Part of the property municipally known as 2444 Eglinton Avenue East, Toronto, legally described as Pt Lt 15 Plan 1702 as in SC215571; Pts 2 & 4 Expropriation Plan 9510; SC370468; SC467520; SC458512, SC202197; SC259190 "Description in SC202197 & SC259190 May Not Be Acceptable In Future" Scarborough, City of Toronto, being part of PIN 063470371, as shown on the location map in Appendix "A" and labelled as Parts 1 and 2 on the site plan in Appendix "B" (the " <b>Leased Premises</b> ").																																								
<b>Actions</b>	Authority be granted to enter into the Lease Agreement with the Tenant, substantially on the terms and conditions set out in Appendix "C", and such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.																																								
<b>Financial Impact</b>	<p>Throughout the lease term, the total estimated revenue to the City is \$95,000 as shown in the chart below based on an annual basic rent of \$70,000 and property taxes in the estimated amount of \$25,000. If the Tenant exercises its two (2) six-month options to extend, the annual rental rate would remain unchanged, and the City revenue could potentially amount to an additional sum of \$95,000.00 (plus HST). The total potential revenue to the City would be \$190,000.00 (plus HST), over the entire two (2) year period.</p> <p>The Tenant shall pay the following amounts of basic rent and property taxes in equal monthly instalments, in advance:</p> <table border="1" data-bbox="310 1024 1549 1283"> <thead> <tr> <th>Lease Year</th> <th>Period</th> <th>Sq. Ft.</th> <th>Basic Rent</th> <th>Total Basic Rent</th> <th>Property Tax</th> <th>Total Rent</th> </tr> <tr> <td></td> <td></td> <td></td> <th>Per Sq. Ft.</th> <td></td> <td></td> <td></td> </tr> </thead> <tbody> <tr> <td>One</td> <td>Jun 1, 2021 - Dec 31, 2021</td> <td align="right">8,750</td> <td align="right">8.00</td> <td align="right">40,833.33</td> <td align="right">14,583.33</td> <td align="right">55,416.67</td> </tr> <tr> <td>One</td> <td>Jan 1, 2022 - May 31, 2022</td> <td align="right">8,750</td> <td align="right">8.00</td> <td align="right">29,166.67</td> <td align="right">10,416.67</td> <td align="right">39,583.33</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td></td> <td></td> <td align="right"><b>\$ 70,000.00</b></td> <td align="right"><b>\$ 25,000.00</b></td> <td align="right"><b>\$ 95,000.00</b></td> </tr> </tbody> </table>						Lease Year	Period	Sq. Ft.	Basic Rent	Total Basic Rent	Property Tax	Total Rent				Per Sq. Ft.				One	Jun 1, 2021 - Dec 31, 2021	8,750	8.00	40,833.33	14,583.33	55,416.67	One	Jan 1, 2022 - May 31, 2022	8,750	8.00	29,166.67	10,416.67	39,583.33	<b>Total</b>				<b>\$ 70,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 95,000.00</b>
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<b>Comments</b>	<p>Compensation to the City will be directed to the 2021 Council Approved Operating Budget for Corporate Real Estate Management under cost center FA1553.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p> <p>The Tenant supports the ELRT construction and will use the space for office purposes for its project management team. The tenant will occupy, for its exclusive use, 26 parking stalls located adjacent to the building and part of the City-owned property.</p> <p>CreateTO has been consulted on the viability of this lease transaction and agrees that the grant of this licence for this duration does not impact their development plans.</p>																																								
<b>Terms</b>	Major terms and conditions of the Agreement are set out in Appendix "C".																																								

<b>Property Details</b>	<b>Ward:</b>	21 – Scarborough Centre
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	17 m x 50 m ± (56 ft x 165 ft ±)
	<b>Approximate Area:</b>	813 m <sup>2</sup> ± (8,750 ft <sup>2</sup> ±)
	<b>Other Information:</b>	N/A

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 &amp; Parks &amp; 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><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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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:	Michael Thompson	Councillor:	
Contact Name:	Debbie Gedz	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	No objections (e-mail April 1, 2021)	Comments:	

**Consultation with Divisions and/or Agencies**

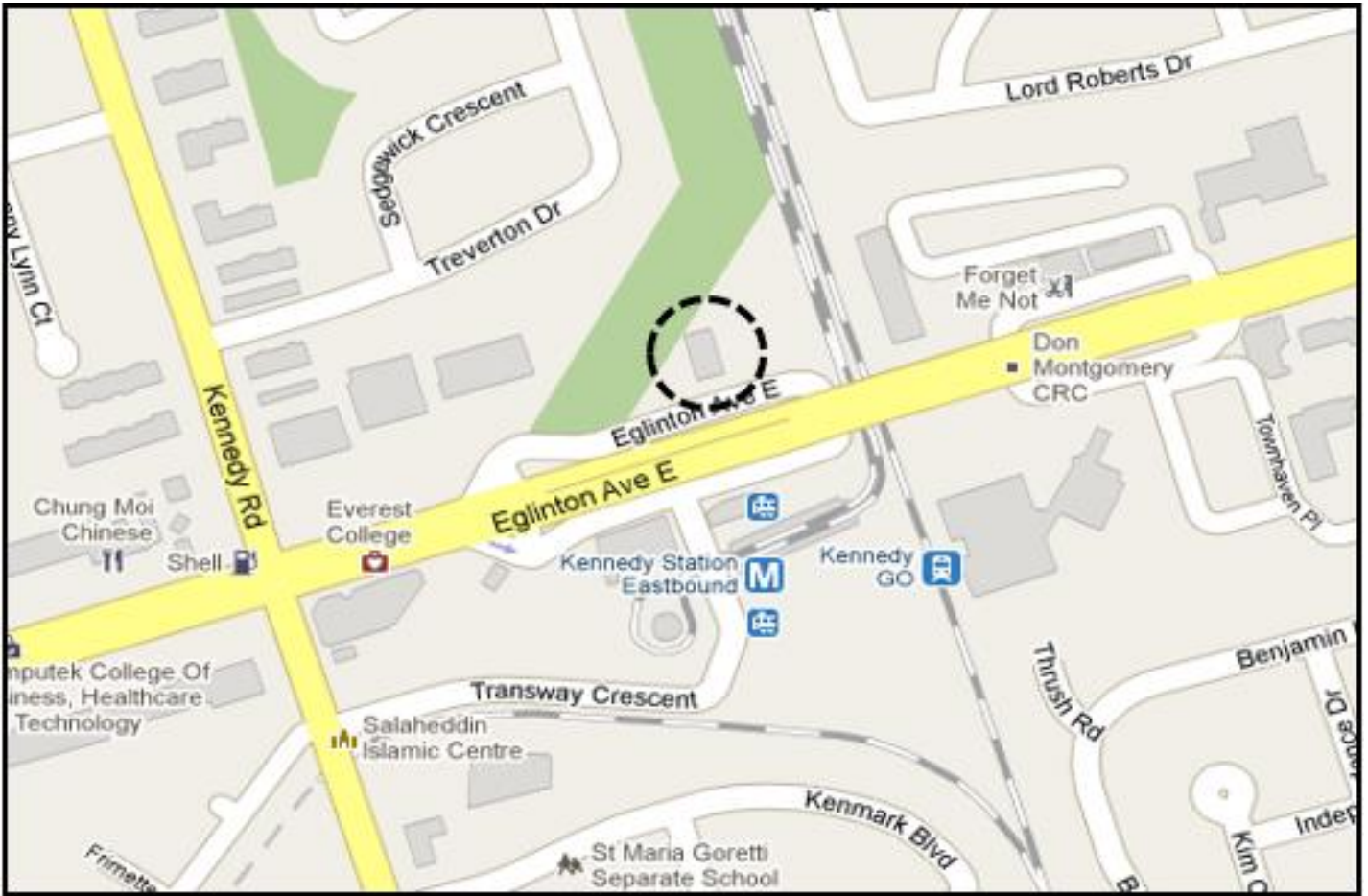
Division:	CreateTO	Division:	Financial Planning
Contact Name:	Jason Chen, Director, Development	Contact Name:	Patricia Libardo
Comments:	Concurs (e-mail March 30, 2021)	Comments:	Concurs (e-mail June 2, 2021)

**Legal Services Division Contact**

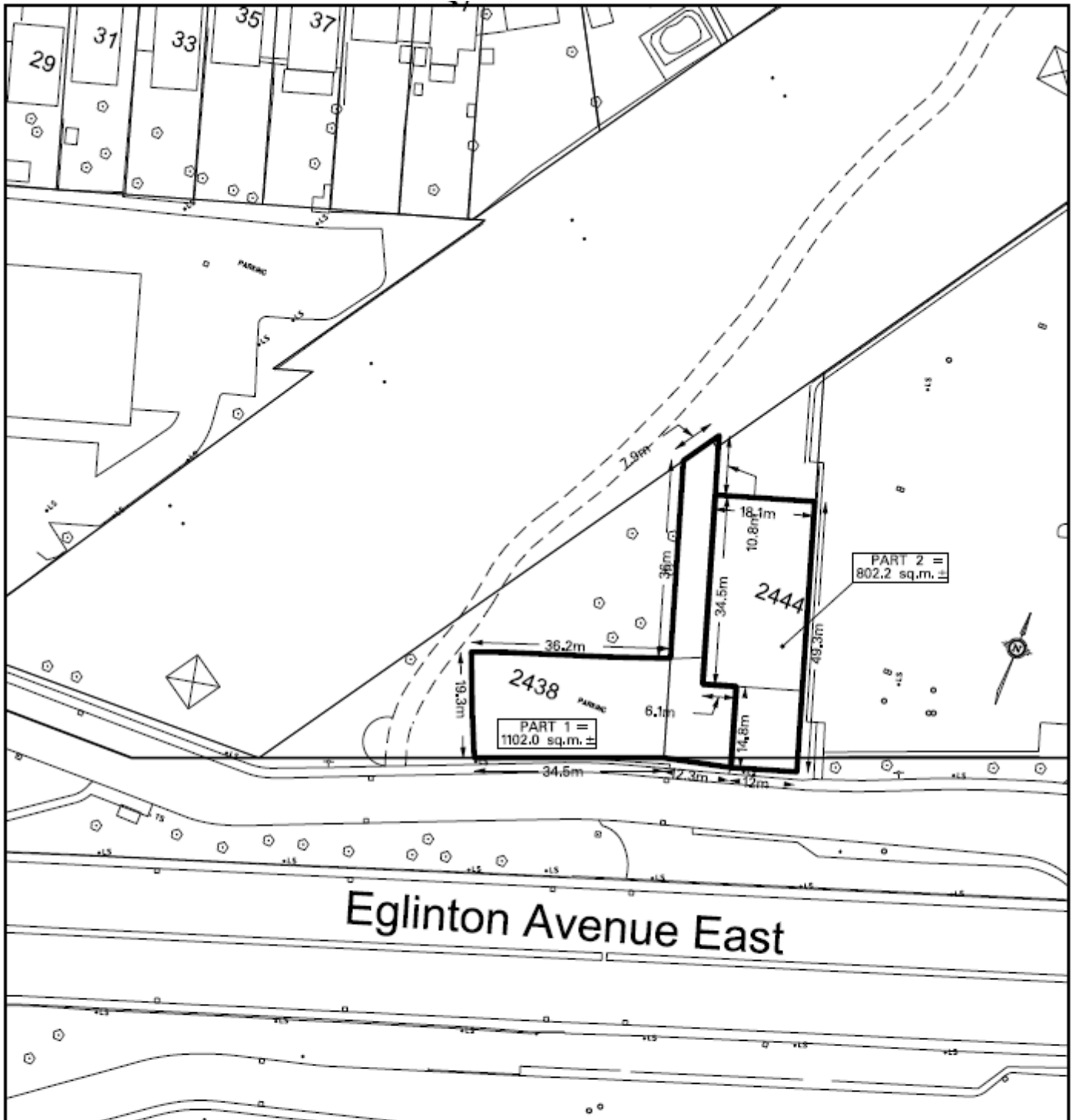
Contact Name: Gloria Lee (last reviewed June 16, 2021)

DAF Tracking No.: 2021-165	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Transaction Services</b> <input type="checkbox"/> Approved by: <b>Daran Somas</b>	June 17, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by: <b>Director, Transaction Services</b> <b>Alison Folosea</b>	June 18, 2021	Signed by Alison Folosea

APPENDIX "A": LOCATION MAP



APPENDIX "B": SITE PLAN



Eglinton Avenue East



PROPERTY INFORMATION SHEET  
SKETCH SHOWING  
NO. 2444 EGLINTON AVENUE EAST

NOTE:  
THIS SKETCH HAS BEEN  
COMPILED FROM OFFICE  
RECORDS. MEASUREMENTS  
ARE APPROXIMATE

CHECK BY ANA MICHALEK  
PREPARED BY: DWAYNE PITT

WARD 21 - SCARBOROUGH CENTRE  
DATE: MAY 10, 2021

SKETCH No. PS-2021-027

## APPENDIX "C": MAJOR TERMS AND CONDITIONS

**Landlord:** City of Toronto

**Tenant:** Crosslinx Transit Solutions Constructors, a general partnership of EllisDon Civil Ltd., Dragados Canada, Inc., SNC-Lavalin Constructions (Pacific) Inc. and Aecon Infrastructure Management Inc.

**Leased Premises:** Part of the property municipally known as 2444 Eglinton Avenue East, comprising approximately 20,496.64 sq. ft. (the building comprising approximately 8,634.81 sq. ft and the parking area comprising approximately 11,861.83 sq. ft.)

**Term:** One (1) year, commencing June 1, 2021 and expiring May 31, 2022 or on a later date as mutually agreed upon by the parties.

**Extension Options:** Provided the Tenant is not then and has not been in default under the Lease, the Tenant shall have two options to extend for a further term of six months each, exercisable on not less than three (3) months and not more than twelve (12) months before the expiry date.

**Early termination option:** Both parties shall have the option, on not less than three (3) months' prior written notice to the other party, to terminate the Lease.

**Use:** The Tenant shall use the Leased Property solely for the purpose of an administrative office.

**Basic Rent:** \$8.00psf, p.a. for part of the Leased Premises that comprises the Building.

**Net Lease:** The Lease is a carefree and absolutely net lease to the Landlord, except as expressly set out in the agreement.