

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

TRACKING NO.: 2022-009

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:	January 4, 2022	Phone No.:	647-458-1934										
Purpose	To obtain authority for the City of Toronto (the " City ") to enter into a licence agreement (the " License Agreement ") with Dream GG Inc. (the " Licensor "), for the purpose of entering onto a portion of the property municipally known as 351 Lake Shore Boulevard East and 369 Lake Shore Boulevard East, Toronto together with all necessary and convenient vehicles, supplies, machinery and equipment to conduct ground investigations through borehole testing, field surveying and installation and periodic monitoring of monitoring wells as part of the due diligence for the design of the Inner Harbour West Tunnel.												
Property	A portion of the properties municipally known as 351 and 369 Lake Shore Boulevard East, Toronto, as legally described in Appendix " C ", and as shown on the Location Map in Appendix " B " (the " Licensed Area ").												
Actions	1. Authority be granted to enter into the License 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	<p>The License Agreement will be granted for nominal consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>												
Comments	<p>The City requires access to the Licensed Area, on behalf of itself and its consultants, contractors and other authorized representatives, to conduct ground investigations near the proposed tunnel route of the Inner Harbour West Tunnel. The Licensor is prepared to grant the City said access on the condition that the City provide to the Licensor any borehole log data obtained by the City during the course of carrying out the work in the Licensed Area and access to any leftover soil and rock material collected during the Term.</p> <p>Funds for contingencies that could result on account of the terms and conditions of the Licence Agreement will be drawn from WBS Element / Cost Centre CWW480-06.</p>												
Terms	Refer to Appendix " A " for the Terms and Conditions												
Property Details	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Ward:</td> <td>10 Spadina-Fort York</td> </tr> <tr> <td>Assessment Roll No.:</td> <td></td> </tr> <tr> <td>Approximate Size:</td> <td></td> </tr> <tr> <td>Approximate Area:</td> <td></td> </tr> <tr> <td>Other Information:</td> <td></td> </tr> </table>			Ward:	10 Spadina-Fort York	Assessment Roll No.:		Approximate Size:		Approximate Area:		Other Information:	
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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:	Councillor Cressy	Councillor:	
Contact Name:	Tom Davidson	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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 (Jan 4, 2022)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Engineering and Construction Services	Division:	Financial Planning
Contact Name:	Caroline Kaars Sijpesteijn	Contact Name:	Ciro Tarantino
Comments:	No concerns (Jan 4, 2022)	Comments:	No comments (Jan 4, 2022)

Legal Services Division Contact

Contact Name: Catherine Thomas (Jan 4, 2022)

DAF Tracking No.: 2022-009	Date	Signature
Concurred with by: Manager, Real Estate Services	Jan. 7, 2022	Signed by Ronald Ro
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Scott Delahunt	Jan. 7, 2022	Signed by Scott Delahunt
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

Appendix "A"
Major Terms and Conditions

Licensor:	Dream GG Inc.
Licensee:	City of Toronto
Licensed Area:	A portion of the property municipally known as 351 Lake Shore Boulevard East and 369 Lake Shore Boulevard East. Access to the Licensed Area is to be via a fenced and gated access route.
Licence Fee:	Nominal
Term:	Twenty eight (28) days, commencing on a date to be specified in writing by the City upon at least 72 hours prior written notice to the Licensor. Work with the Licensed Area shall occur between the hours of 7 a.m. and 7 p.m. on Mondays through Fridays during the Term and Monitoring Well Period. City is also seeking pre-term access to the Licensed Area to perform utility locates and mark borehole locations.
Monitoring Well Period:	The City shall have the right to return periodically on an anticipated monthly basis for data collection, the decommissioning of the monitoring well, and soil replacement work ending no later than 12 months after the expiry of the Term
Term Extension:	Upon at least seventy-two (72) hours written notice to the Licensor, the City may request to extend the Term for a period of 14 days and the Monitoring Well Period for a period of 6 months, on the same terms and conditions contained in the License, provided the City is not in default of the terms of the Licence.
Early Termination:	During the Term and Monitoring Well Period, the City shall have the right to terminate the Licence, at its sole discretion, upon giving at least 72 hours written notice to the Licensor. During the Term and Monitoring Well Period, the Licensor shall have the right to terminate the Licence, at its sole discretion, upon giving at least 10 business days written notice to the City.
Non-Exclusive:	Licensor retained right to access the Licensed Area, including for the purpose of showing property to potential purchaser, lender or agent, yet they may not conduct any soil and rock sampling nor do anything to interfere with the City's activities.
As-Is Condition:	Licence is granted on as-is basis. City must protect all public works and services as well as the monitoring wells that the Licensor has previously installed within the Licensed Area.
Use:	Conducting soil investigation through borehole testing, field surveying, and the installation of one or more temporary monitoring wells in the Licensed Area; periodic access to the monitoring well(s) for the purpose of data collection and decommissioning the monitoring well(s); review, testing, and analysis of soil and rock samples; a designated substance survey of soil samples retrieved; and pedestrian and vehicular access from Lake Shore Boulevard East.
Restoration:	Upon expiry of the Term and Monitoring Well Period, or termination of the Licence for any reason whatsoever, the City shall forthwith remove all fixture(s), equipment, structures and debris from the Licensed Area and shall restore the Licensed Area to as close as is practicable to its original condition immediately prior to the City's occupancy at the City's sole cost and expense, all to the satisfaction of the Licensor, acting reasonably. In particular, the City must decommission and backfill all boreholes and monitoring wells in accordance with Ontario Regulation 903 and must provide the Licensor with written confirmation of same.
Insurance:	The City shall, prior to the start of any work, deliver to the Licensor a signed certificate of insurance evidencing that the City and the City's contractors have obtained a policy of insurance for the conduct of the work on the Licensed Area, providing coverage in an amount of not less than \$5 million Commercial General Liability insurance including sudden and accidental pollution coverage; \$5 million Professional Indemnity Insurance and \$5 Million Dollars of Contractor's Pollution Liability Insurance, in the case of the City's contractors. The policy of insurance shall name the Licensor as well as the Licensee as additional insureds, provide cross-liability coverage, and contain a clause providing that the Licensee nor the Licensee's geo-engineering investigation sub-consultant Golder Associates Inc. shall not change or cancel the insurance during the Term of the Licence.

Release & Indemnity: 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 out of the work conducted by or on behalf of the City on the Licensed Area during the Term and Monitoring Well Period or from any breach or default in the performance of any of the City's obligations under the License Agreement. Any liens registered as a result of the City's work must be removed within five days of notice.

Appendix "B"

Licensed Area

ADDRESS: 351 LAKESHORE BLVD W

BOREHOLE LOCATION: IHW-DD-05



Appendix "C"**Legal Description of the Property**

Firstly:

PT MARSH LANDS GRANTED TO THE CITY OF TORONTO BY THE ONTARIO GOVERNMENT ON MAY 18, 1880 AND THE DOMINION GOVERNMENT ON OCTOBER 10, 1903; PT 150 FT WIDE ROAD PL 159E TORONTO (CLOSED BY ES11973); PT BLK A PL 674E TORONTO, PT 4, 6, 8, 10 & 12, 63R4604; T/W ES67340; S/T AND T/W ES64127: TORONTO (DESCRIPTION AMENDED 04/19/2002 BY LR #12) , CITY OF TORONTO

Said lands and premises being all of PIN 21384-0099 (LT)

Secondly:

PT MARSH LANDS GRANTED TO THE CITY OF TORONTO BY THE ONTARIO GOVERNMENT ON MAY 18, 1880 AND THE DOMINION GOVERNMENT ON OCTOBER 10, 1903; PT 150 WIDE ROAD PL 159E TORONTO PT 3, 5, 7, 9 & 11, 63R4604; T/W & ST ES64127; TORONTO (DESCRIPTION AMENDED 04/19/2002 BY LR #12) , CITY OF TORONTO, T/W ES67340

Said lands and premises being all of PIN 21384-0096 (LT)