

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

**TRACKING NO.: 2022-017**

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:	November 1, 2021	Phone No.:	416-397-7522

<b>Purpose</b>	To obtain authority to enter into a Lease Agreement (the "Lease") with the Toronto and Region Conservation Authority (the "Tenant") with respect to a portion of an unopened road allowance south of the intersection of Murray Ross Parkway and Shoreham Drive.																																				
<b>Property</b>	Part of Murray Ross Parkway, described legally as Part of Lot 24 Con 4 W.Y.S., designated as Part 2 on Plan 66R-31319 (the "Premises"), and as shown, more or less, as Part 1 on Sketch No. PS-2020-016, attached hereto as Appendix A.																																				
<b>Actions</b>	1. Authority be granted to enter into the Lease with the Tenant, substantially on the terms and conditions outlined in Appendix B, and on such other or amended terms and conditions as may be satisfactory to the approving authority herein and in a form acceptable to the City Solicitor.																																				
<b>Financial Impact</b>	<p>Total revenues to the City over the seven (7) year term of the lease agreement is \$239,271.49 (plus HST), based on basic rent of \$35,832.94 (plus HST) annually.</p> <p>The proposed net rent and other major terms and conditions of the Lease are considered to be fair, reasonable and reflective of market rates.</p> <p>The following table reflects total revenues to be remitted to the City for each fiscal year of the initial term. All values are exclusive of HST:</p> <table border="1"> <thead> <tr> <th>Fiscal Year</th> <th>Period</th> <th>Basic Rent Revenue (\$)</th> <th>Total Rent Revenue (\$)</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>Jan 1 – Dec 31 2022</td> <td>35,832.94</td> <td>35,832.94</td> </tr> <tr> <td>2023</td> <td>Jan 1 – Dec 31 2023</td> <td>35,832.94</td> <td>35,832.94</td> </tr> <tr> <td>2024</td> <td>Jan 1 – Dec 31 2024</td> <td>35,832.94</td> <td>35,832.94</td> </tr> <tr> <td>2025</td> <td>Jan 1 – Dec 31 2025</td> <td>35,832.94</td> <td>35,832.94</td> </tr> <tr> <td>2026</td> <td>Jan 1 – Dec 31 2026</td> <td>35,832.94</td> <td>35,832.94</td> </tr> <tr> <td>2027</td> <td>Jan 1 – Dec 31 2027</td> <td>35,832.94</td> <td>35,832.94</td> </tr> <tr> <td>2028</td> <td>Jan 1 – Jul 22, 2028</td> <td>24,273.85</td> <td>24,273.85</td> </tr> <tr> <td><b>Total revenue over initial term</b></td> <td><b>Jan 1, 2022 – Jul 22, 2028</b></td> <td><b>239,271.49</b></td> <td><b>239,271.49</b></td> </tr> </tbody> </table> <p>The total estimated value of the optional Extended Term of the agreement is \$564,951.95 exclusive of HST, bringing the total value of the agreement to \$804,223.44. Proceeds will be contributed to the Land Acquisition Reserve Fund (XR1012) upon closing of the transaction.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>	Fiscal Year	Period	Basic Rent Revenue (\$)	Total Rent Revenue (\$)	2022	Jan 1 – Dec 31 2022	35,832.94	35,832.94	2023	Jan 1 – Dec 31 2023	35,832.94	35,832.94	2024	Jan 1 – Dec 31 2024	35,832.94	35,832.94	2025	Jan 1 – Dec 31 2025	35,832.94	35,832.94	2026	Jan 1 – Dec 31 2026	35,832.94	35,832.94	2027	Jan 1 – Dec 31 2027	35,832.94	35,832.94	2028	Jan 1 – Jul 22, 2028	24,273.85	24,273.85	<b>Total revenue over initial term</b>	<b>Jan 1, 2022 – Jul 22, 2028</b>	<b>239,271.49</b>	<b>239,271.49</b>
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<b>Comments</b>	<p>The Tenant is in the course of developing their property located at 5 Shoreham Drive, Toronto; in order to complete construction in accordance with City Planning requirements related to traffic flow, the tenant wishes to construct a new driveway entrance to the said property via the Premises, along with other City-owned lands currently leased to Tennis Canada.</p> <p>The Lease, in conjunction with an access agreement between the Tenant and Tennis Canada with respect to lands leased by the City to Tennis Canada, will provide the Tenant with the right to construct and maintain the required driveway access, without the unnecessary addition of additional traffic signals at the intersection of Shoreham Drive and Murray Ross Parkway.</p> <p>The Lease is conditional upon the enactment of a By-Law to stop up and close the Premises as public highway within 6 months of the Commencement Date, failing which, the Lease shall be terminated.</p>																																				
<b>Terms</b>	See Appendix B.																																				

<b>Property Details</b>	<b>Ward:</b>	7 – Humber River-Black Creek
	<b>Assessment Roll No.:</b>	N/A
	<b>Approximate Size:</b>	N/A
	<b>Approximate Area:</b>	1621.40 m <sup>2</sup> ± (17,452.60 ft <sup>2</sup> ±)
	<b>Other Information:</b>	

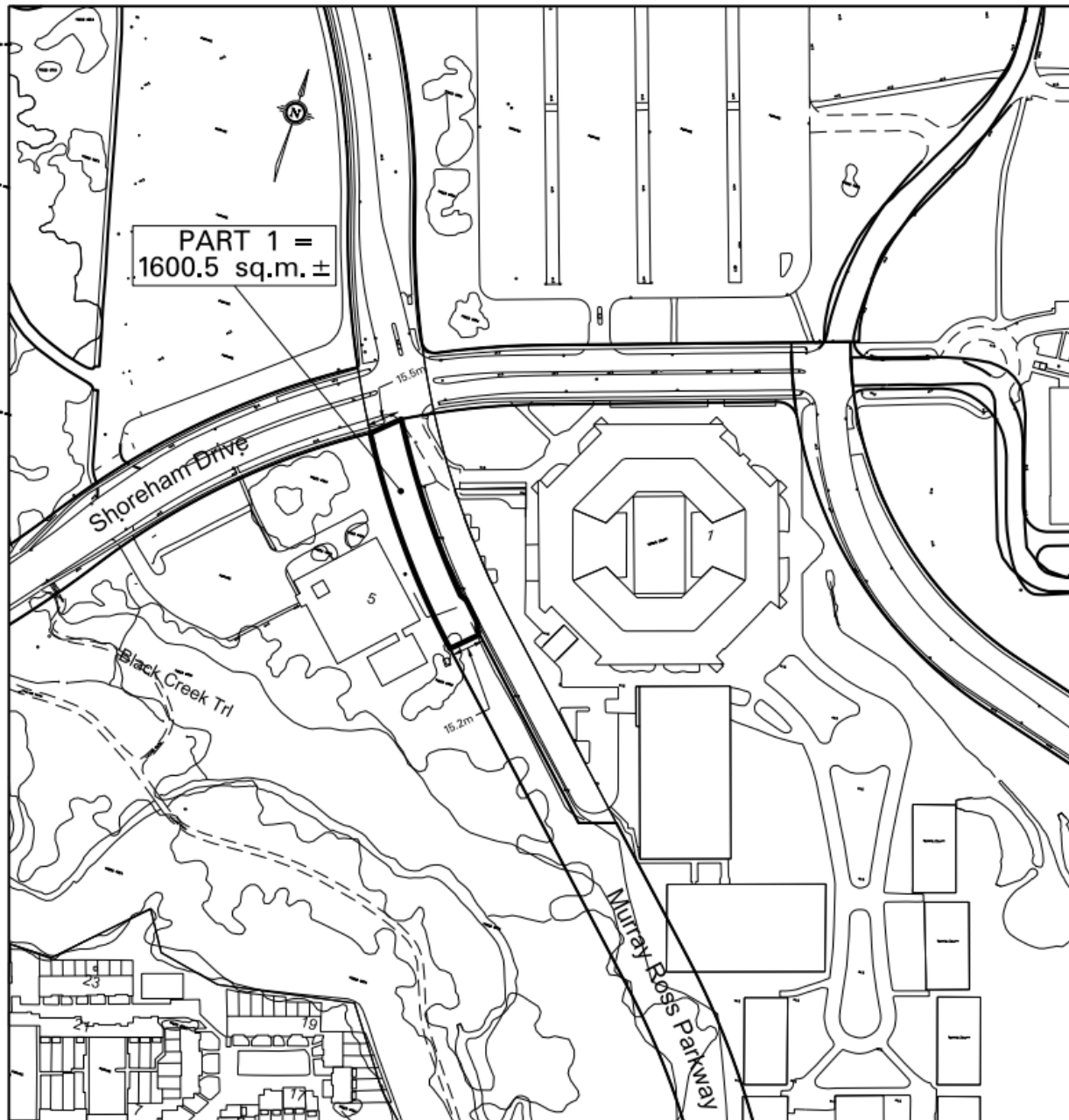
A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest 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/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><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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>• Documents required to implement matters for which each position also has delegated approval authority.</li> <li>• Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).</li> </ul>
<b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>• Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>• Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.</li> </ul>

<b>Pre-Condition to Approval</b>			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
<b>Consultation with Councillor(s)</b>			
Councillor:	Anthony Peruzza	Councillor:	
Contact Name:		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 – (mtg.2021.11.26)	Comments:	
<b>Consultation with Divisions and/or Agencies</b>			
Division:	Transportation Services	Division:	Financial Planning
Contact Name:	Lukasz Pawlowski	Contact Name:	Cyro Tarantino
Comments:	Concurs (2022.01.28)	Comments:	Comments Incorporated (email 2021.11.03)
<b>Legal Services Division Contact</b>			
Contact Name:	Vanessa Bacher (2-2930) (email 2021.11.04)		

DAF Tracking No.: 2022-017	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Scott Delahunt</b>	Feb. 9, 2022	Signed by Scott Delahunt
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	Feb. 10, 2022	Signed by Alison Folosea

**Appendix A – Property Sketch**



**TORONTO**

ENGINEERING & CONSTRUCTION SERVICES  
ENGINEERING SUPPORT SERVICES  
LAND & PROPERTY SURVEYS

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

CHECK BY JOHN HOUSE  
PREPARED BY: DWAYNE PITT

PROPERTY INFORMATION SHEET

SKETCH SHOWING AN UNTRAVELED PORTION OF  
MURRAY ROSS PARKWAY  
ABUTTING NO. 5 SHOREHAM DRIVE

WARD 7 - HUMBER RIVER-BLACK CREEK  
DATE: MAY 04, 2020

SKETCH No. PS-2020-016

## Appendix B - Terms and Conditions

Tenant	Toronto and Region Conservation Authority
Landlord	City of Toronto
Premises	Part of Murray Ross Parkway, and as shown as Part 2 on the excerpt of the draft R plan attached as Appendix A.
Initial Term Length	7 years, Commencing on January 1, 2022
Area of Premises	1621.4m <sup>2</sup> (17,452.60ft <sup>2</sup> )
Basic Rent	\$2,986.07 per month, exclusive of HST, being \$35,832.94 per year. The Basic Rent is based on a rate of \$22.10 per square metre per year.
Realty Taxes	The Tenant shall pay all realty taxes in respect of the Premises, in addition to Gross Rent.
Extended Term	<p>At the end of the Initial Term, the shall in accordance with applicable City policies, either: a) make an offer to sell the Leased Premises to the Tenant (and if said offer is not accepted by the Tenant, option b) will apply); or, b) grant an extension of the Lease for a further period of fourteen years (14), ending on July 23, 2042 on either the same terms or on amended terms.</p> <p>The Basic Rent for the Extended Term shall be the then fair market basic rent rate for comparable premises in the area, provided that such rent shall not be less than the Basic Rent payable during the last twelve (12) month period immediately preceding the commencement of the Extended Term.</p> <p>There will be no further right to extend beyond July 23, 2041, except if an amendment to the City's Official Plan policy 4.3.8 is obtained by the Tenant, the City may consider granting an extension of the lease beyond July 23, 2042, in compliance with applicable policies on disposals of interests in land.</p>
Use of Premises	The Tenant shall use the Premises only for the purposes of vehicle and pedestrian ingress and egress, parking, signage, and landscaping in a reputable manner, and for no other purposes. The Tenant shall occupy the Premises throughout the Term and any extension thereof continuously and actively and shall not cause, suffer or permit the Premises to be used for any other purpose.
Tenant's Work	The Tenant shall undertake, carry out and provide, at its sole cost and expense, all work and equipment required to be performed or provided in order to render the Premises complete, ready and suitable for the Use set out above.
Closure of Public Highway	<p>The Tenant acknowledges that the Premises form part of a public highway and that the Council of the City ("Council") must enact a by-law (a "Closing By-law") to permanently close the Premises as a public highway, at the Tenant's Expense.</p> <p>If City Council fails to enact a closing bylaw prior to 6 months after the Commencement Date, this Lease shall terminate and neither party shall be liable to the other for any costs resulting from such termination.</p>