

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

Prepared By:	Lianne Chen	Division:	Corporate Real Estate Management
Date Prepared:	Jan 16, 2023	Phone No.:	416-392-7665

Purpose	To obtain authority to enter into a lease agreement with David William Dubyk (the " Tenant ") with respect to the properties municipally known as 37547 Third Line, Township of Southwold, Ontario, and 37600 Fourth Line, Township of Southwold, for the purpose of agriculture use (the " Lease Agreement ").
Property	Part of the property municipally known as: 1. 37547 Third Line, Township of Southwold, Ontario (approx. 20 acres); and 2. 37600 Fourth Line, Township of Southwold, Ontario (approx. 16 acres); legally described and outlined in red in Appendix " A ", excluding any buildings situated thereon attached hereto (the " Leased Premises "), comprising approximately 36 acres.
Actions	Authority be granted to enter into the Lease Agreement with the Tenant, substantially on the major terms and conditions set out in Appendix " B ", 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 Tenant shall pay \$8,910.00 per annum, payable in two (2) instalments per year, the first instalment to be paid on April 1 st of each year, in the amount of 25% of the annual Basic Rent, and the second instalment to be paid on November 30 th of each year, in the amount of 75% of the annual Basic Rent. The total revenue is estimated to be \$26,730.00 for the period of thirty-six (36) months commencing January 1, 2021 and ending December 31, 2023. Revenues to the City will be directed to the 2022 Council Approved Operating Budget for Corporate Real Estate Management (CREM), under cost centre FA2490, and included in CREM's 2023 Operating Budget submission for Council consideration. Rents pertaining to 2021 were received in the respective fiscal year. 2021: \$8,910.00 (plus HST) 2022: \$8,910.00 (plus HST) 2023: \$8,910.00 (plus HST) Total: \$26,730.00 (plus HST) The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	Compass Commercial Realty LP manages the City-owned properties surrounding the Green Lane Landfill site on behalf of City of Toronto. A credit check on the Tenant was conducted and was deemed to be satisfactory. The proposed rent and other major terms and conditions of the Lease Agreement are considered to be fair, reasonable and reflective of market rates.
Terms	See Appendix " B ".

Property Details	Ward:	00 – Outside City
	Assessment Roll No.:	34 24 000 005 055 00 / 34 24 000 005 060 00
	Approximate Size:	N/A
	Approximate Area:	36 acres
	Other Information:	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 & Parks & 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>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 checked="" 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 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>

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:	N/A - 00 – Outside City				Councillor:	
Contact Name:					Contact Name:	
Contacted by:	Phone	E-Mail	Memo	Other	Contacted by:	Phone E-mail Memo Other
Comments:					Comments:	

Consultation with Divisions and/or Agencies

Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Filisha Jenkins
Comments:		Comments:	No objections – Jan 19, 2022

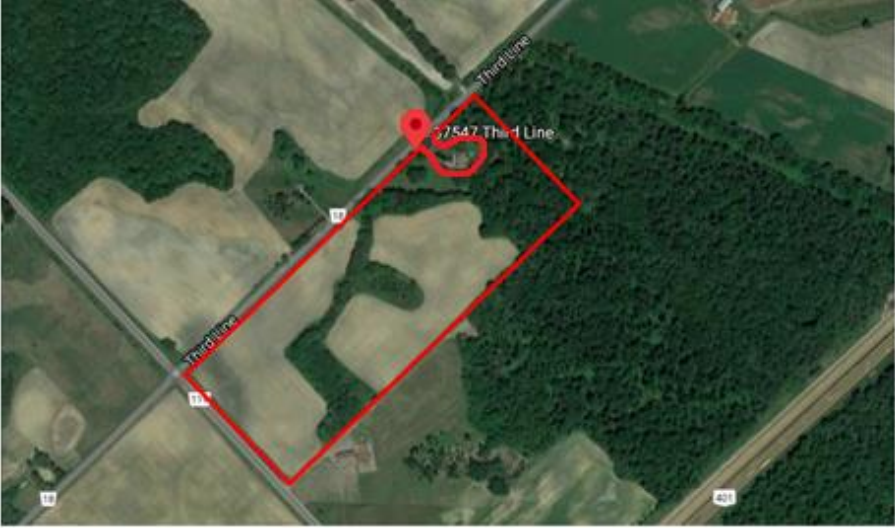

Legal Services Division Contact

Contact Name:	Shahab Siddiqui (Comments incorporated)
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DAF Tracking No.: 2023-012	Date	Signature
Concurred with by: Manager, Real Estate Services Daniel Picheca	March 24, 2023	Signed by Daniel Picheca
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Abdulle Elmi	March 24, 2023	Signed by Abdulle Elmi
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Manager, Real Estate Services		X

Appendix B

Location Map

Address	Legal Description	Acreage
<p>1. 37547 Third Line</p>	<p>PT N1/2 LT 18 CON 3 SOUTHWOLD AS IN E420385; SOUTHWOLD (PIN: 35158-0114)</p> 	<p>20</p>
<p>2. 37600 Fourth Line</p>	<p>PT LT 19 CON 3 SOUTHWOLD AS IN E393687; S/T SW20939, SW29235; SOUTHWOLD (PIN: 35158-0122)</p> 	<p>16</p>

Appendix "B"
Major Terms and Conditions

Basic Rent:	Lease Year 1	\$8,750.00 net of HST (\$250.00) \$160.00 net of HST (\$160.00)
	Lease Year 2	\$8,750.00 net of HST (\$250.00) \$160.00 net of HST (\$160.00)
	Lease Year 3	\$8,750.00 net of HST (\$250.00) \$160.00 net of HST (\$160.00)
Additional Rent:	The Tenant is responsible to pay the relevant taxes and any other payments required to be paid by the Tenant under the Agreement.	
Area of Property:	Approximately 36 acres.	
Term:	Three (3) years (January 1, 2021 – December 31, 2023).	
Use:	Agriculture	
Landlord's Work:	N/A.	
Prepaid Rent	N/A	
Security Deposit:	N/A	
Option to Extend:	N/A.	
Tenant's Early Termination:	N/A	
Landlord's Early Termination:	Later of: (i) Upon ninety (90) days' written notice; and (ii) the day the current growing season ends.	
NSF Fee:	\$40.00 per NSF cheque.	
Late Payment Charges:	1.25% per month or 15% per annum.	
Payment:	The first instalment to be paid on April 1 st of each year, in the amount of 25% of the annual Basic Rent, and the second instalment to be paid on November 30 th of each year, in the amount of 75% of the annual Basic Rent.	
Insurance:	The Tenant is to maintain full replacement cost all-risks property insurance; farm general liability insurance in the amount of at least \$2,000,000.00 per occurrence; and limited pollution liability insurance in the amount of at least \$1,000,000.00 per occurrence.	
Indemnity:	The Tenant shall at all times release, indemnify, and save harmless the City and its representatives from and against any and all manner of claims, demands, damages (including indirect and consequential damages), losses, liabilities, costs, charges, fines, penalties, orders, expenses, actions, and other proceedings whatsoever made or brought against, suffered by, or imposed upon the City and its representatives, in connection with any loss, damage, or injury (including property damage, personal injury, bodily injury, and death) to any person, animal, or property arising or resulting directly or indirectly from any and all of: a) the exercise of the Lease; b) the occupation or use by the Tenant of the property or any part thereof; c) any occurrence in, on, or about the property; and d) the breach by the Tenant of any covenant or agreement under the lease.	
Tenant Acknowledgement:	The Tenant acknowledges that the City owns and operates a landfill and associated operations known as the Green Lane Landfill (the " Landfill "), and that the operation of the Landfill shall not be deemed to constitute a nuisance, annoyance, or similar concern constituting a default of the obligations of the City under the lease or providing the Tenant with any right of set-off in respect of the payment of rent. The Tenant further agrees not to object to any application, appeal, or regulatory filing in respect of the continued operation of the Landfill or the expansion thereof, and cooperate with the City in respect of any such applications, appeals, or filings, as reasonably requested by the City.	