

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2024-016

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

Prepared By:	Joseph Sergnese	Division:	Corporate Real Estate Management
Date Prepared:	January 4, 2024	Phone No.:	416-392-1857

Purpose	To obtain authority to enter into a permission to enter/licence agreement (the "Licence") with Lakeshore Development Inc. ("Licensee ") to conduct soil investigations, geotechnical and hydrogeological investigations, field surveying and environmental investigations, including a Phase 1 and 2 environmental assessment, a Stage 1 Archaeology Assessment, a Natural Environment Existing Condition and Impact Assessment (the "Permitted Activities") on the Property (as defined below).
Property	The lands are shown on the location map attached hereto as Appendix "A" and displayed as Part G on the property map attached hereto as Appendix "B" (the "Property").
Actions	1. Authority be granted to enter into the Licence with the Licensee, substantially on the major terms and conditions set out in Appendix "C", 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 City will receive a licence fee of \$1,500.00 plus HST or \$1,526.40 (net of HST recoveries) over the six (6) month term of Licence. If the term is extended for an additional six (6) months pursuant to the Licensee's option to extend, the total licence fee for the twelve month (12) term is \$3,000.00 plus HST or \$3,052.80 (net of HST recoveries).
Comments	<p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information. The Licensee requires access to the Property to conduct the Permitted Activities as part of the future development.</p> <p>Pursuant to Item CC9.14, approved by City Council at its meeting on July 16, 17 and 18, 2019, City Council accepted a settlement offer supporting the re-designation of 2150-2194 Lake Shore Boulevard West and 23 Park Lawn Road (Christie's Site Secondary Plan Area) from Core Employment Areas to General Employment Areas and Regeneration Areas with new site specific policies that provide a framework for a new Secondary Plan, as illustrated in Appendix "D". City Council also directed staff to resume work on the Park Lawn Lake Shore Transportation Master Plan ("Park Lawn Lake Shore TMP") and to integrate the work with the Christie's Planning Study and Secondary Plan Process. By way of DAF 2019-304, predecessors of Lakeshore Development Inc. ("LDI") were authorized to include the Property in an application for development approval.</p> <p>Both the Christie's Planning Study and the Park Lawn Lake Shore TMP have been coordinated with the Transit Project Assessment Process ("TPAP") study for the proposed new Park Lawn GO Station. The TPAP is being led by LDI, owner of the Christie's development site immediately south of the proposed new Park Lawn GO Station, on behalf of Metrolinx as part of their Transit Oriented Communities strategy. LDI is responsible for constructing a new GO Station building on Part G, as shown in Appendix "B". This will require a transfer of Part G from the City to LDI for the construction the GO Station, which in turn would be turned over to Metrolinx for operation.</p> <p>Staff are in the process of negotiating the terms for an agreement of purchase and sale (the "APS") to sell Part G to LDI at fair market value. While the negotiations are ongoing, LDI requests access to the Property to conduct the Permitted Activities. The Licence is part of the overall transaction with LDI, and the City would benefit from the market value sale of Part G to LDI and the community would benefit from a new GO Station.</p> <p>In addition to the licence fee, there are concomitant benefits to the City to facilitate LDI's access to the Property in order to advance both LDI's due diligence and the negotiations of the APS. The Park Lawn Road / Lake Shore Boulevard West area has experienced substantial residential growth over the past 10 years. The current strong growth pattern is placing considerable strain on the transportation system in the area. The proposed Park Lawn Go Station would address the needs of all area users (current and future residents, workers, visitors, and those passing through).</p> <p>Additionally, the City will be receiving the results and documentation stemming from the Permitted Activities for City use. LDI will be responsible, at its sole expense, for all costs related to LDI's use of the Property for the Permitted Activities, and for the costs of preparation of any test results or reports.</p> <p>The proposed licence fee and other major terms and conditions of the Licence are considered to be fair and reasonable.</p>
Terms	See Appendix "C".

Property Details	Ward:	3 – Etobicoke-Lakeshore
	Assessment Roll No.:	
	Approximate Size:	Irregular
	Approximate Area:	3285.28 m2 ± (35,363 ft2 ±)
	Other Information:	

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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/REOs:</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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 Million.</p> <p><input checked="" type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:
<ul style="list-style-type: none"> • Documents required to implement matters for which each position also has delegated approval authority. • Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval. • Expropriation Applications and Notices following Council approval of expropriation. • 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 Amber Morley	Councillor:	
Contact Name:	Chezlie Alexander	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:		Comments:	

Consultation with Divisions and/or Agencies

Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Ciro Tarantino
Comments:		Comments:	Concurs

Legal Services Division Contact

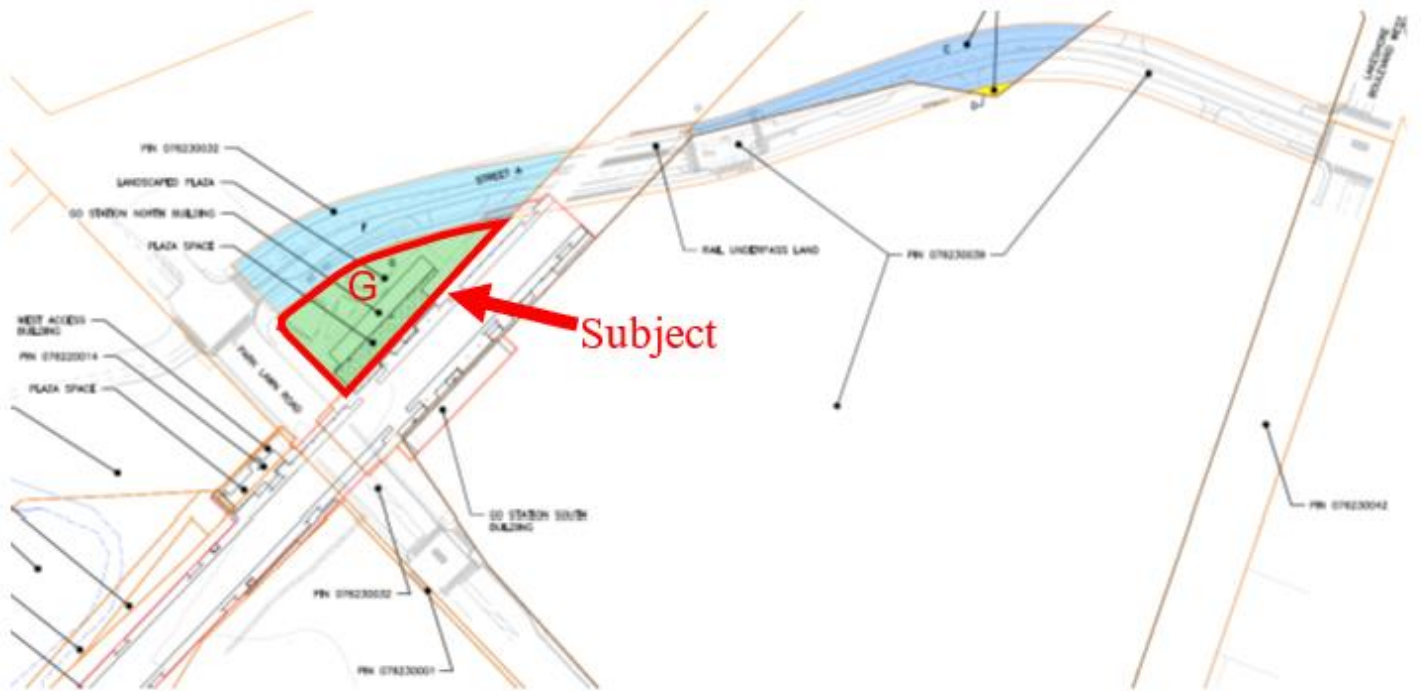
Contact Name: **Shirley Chow**

DAF Tracking No.: 2024-016	Date	Signature
Recommended by: Manager, Real Estate Services <i>Jennifer Kowalski</i>	January 10, 2024	Signed by Jennifer Kowalski
Recommended by: Director, Real Estate Services Alison Folosea	January 10, 2024	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input checked="" type="checkbox"/> Approved by: Patrick Matozzo	January 11, 2024	Signed by Patrick Matozzo
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services David Jollimore		X

Appendix "A" – Location Map & Aerial Photo



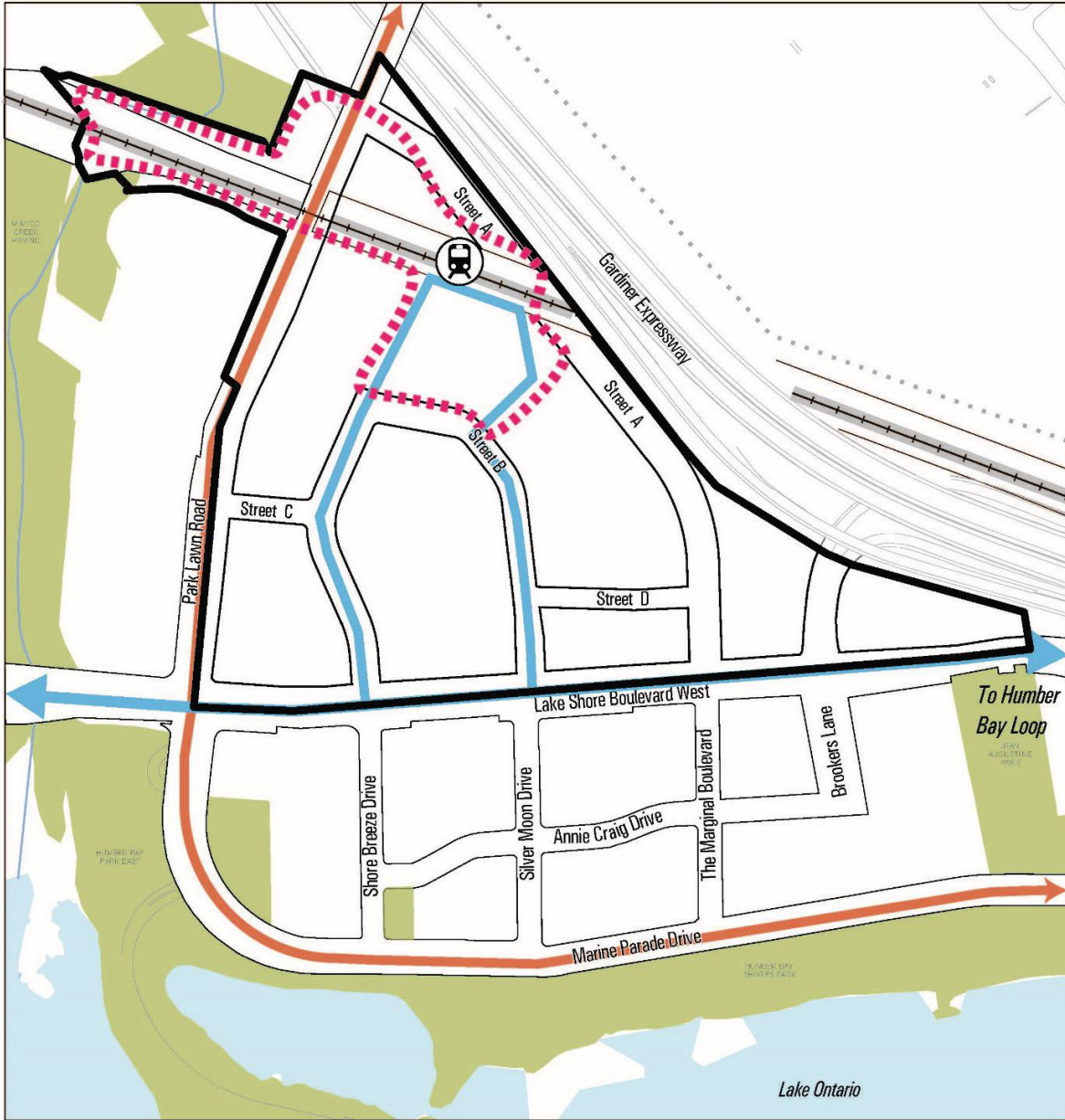
Appendix "B" – Property Map



APPENDIX "C" – Major Terms and Conditions

1. Term: Six (6) months commencing January 15, 2024 and ending July 14, 2024, or such other later date as the City may determine to be reasonable.
2. Option to Extend: The Licensee shall have the option to extend the term for a further six (6) months, upon the same terms and conditions, except there shall be no further rights to extend and the Licensee shall provide the City with no less than 30 days' prior written notice to exercise the option to extend.
3. Licence Fee: \$250.00 per month, plus applicable HST or other taxes (excluding realty taxes).
4. LDI will be responsible, at its sole expense, for all costs related to the use of the Property by LDI and its representatives, for the cost of undertaking the Permitted Activities and for the costs of preparation of any test results or reports.
5. LDI shall at all times indemnify and save harmless the City, from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property.
6. Prior to the start of any work, a certificate of insurance evidencing that it or its Representatives have obtained a policy of insurance for the conduct of the proposed investigations on the Property providing coverage including but not limited to commercial general liability in an amount of not less than \$5,000,000.00 per occurrence shall be provided to the City. The policy of insurance shall name the City as an insured, provide cross-liability coverage, sudden and accidental pollution liability, and waiver of subrogation. Such insurance shall not be materially changed or cancelled during the term of this Licence, without notice to the City.
7. LDI shall provide the City with copies of any test results and reports regarding the Property. The test results and reports shall be addressed to the City and shall be accompanied by authorization from LDI and the qualified professional preparing the test results and reports permitting the City to use them for any purpose. The City shall be entitled to utilize any test results and reports in any manner it sees fit.
8. LDI shall restore the Property, at its expense, and to the satisfaction of the City, acting reasonably.

APPENDIX "D" – Christie's Site Secondary Plan Area



Christie's Secondary Plan

MAP 46 - 6 Transit Network Plan

- Secondary Plan Boundary
- Existing Parks

- GO Station
- Transit Hub

- Future Dedicated TTC Streetcar
- Existing TTC Bus Service

Not to Scale