

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

TRACKING NO.: 2023-264

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

| | | | |
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| Prepared By: | Lianne Chen | Division: | Corporate Real Estate Management |
| Date Prepared: | September 25, 2023 | Phone No.: | 416-392-7665 |

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| Purpose | To obtain authority to enter into a lease agreement between the City of Toronto (the " Landlord ") and Barfett Brothers Land & Livestock Ltd. (the " Tenant ") to lease the City-owned properties located in Middlesex Centre and Southwold Townships, Ontario for agriculture use (the " Lease Agreement "). |
| Property | Part of the property municipally known as: 1. 7247 Bodkin Road, Middlesex Centre Township/Delaware, Ontario (approx. 54.6 acres); 2. 6965 Bells Road, Middlesex Centre Township/Delaware, Ontario (approx. 26 acres); and 3. 37242 Third Line, Township of Southwold, Ontario (approx. 29 acres); legally described and outlined in red in Appendix "A" attached hereto excluding any buildings situate thereon (the " Leased Premises "), comprising approximately 109.6 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 \$35,072.00 per annum, payable in two (2) instalments per year, the first instalment to be paid on April 1st of each year, in the amount of 25% of the annual Basic Rent, and the second instalment to be paid on November 30th of each year, in the amount of 75% of the annual Basic Rent. The total revenue is estimated to be \$105,216.00 for the period of thirty-six (36) months commencing January 1, 2024 and ending December 31, 2026. Revenues to the City will be directed to the 2024 Council Approved Operating Budget for Corporate Real Estate Management (CREM), under cost centre FA2490 and will be included in future operating budget submissions for Council consideration. 2024: \$35,072.00 (plus HST) 2025: \$35,072.00 (plus HST) 2026: \$35,072.00 (plus HST) Total: \$105,216.00 (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 ". |

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| Property Details | Ward: | 00 – Outside City |
| | Assessment Roll No.: | 39 39 019 040 071 00 / 34 24 000 005 024 00 / 39 39 019 040 046 00 |
| | Approximate Size: | N/A |
| | Approximate Area: | 109.6 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 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 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>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)

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|---------------|-------------------------|-------------------------------------|--------|--|------|---------------|-------|---------------|-------|--|--------|--|------|--|-------|
| Councillor: | N/A - 00 – Outside City | | | | | Councillor: | | | | | | | | | |
| Contact Name: | | | | | | Contact Name: | | | | | | | | | |
| Contacted by: | Phone | <input checked="" type="checkbox"/> | E-Mail | | Memo | | Other | Contacted by: | Phone | | E-mail | | Memo | | Other |
| Comments: | | | | | | Comments: | | | | | | | | | |

Consultation with Divisions and/or Agencies

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|---------------|---------------------------------|--|--|--|--|---------------|---------------------------|--|--|--|--|
| Division: | Solid Waste Management Services | | | | | Division: | Financial Planning | | | | |
| Contact Name: | Sara Little | | | | | Contact Name: | Ciro Tarantino | | | | |
| Comments: | No issues | | | | | Comments: | No Issues | | | | |

Legal Services Division Contact

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| Contact Name: | Shahab Siddiqui (Comments incorporated) |
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| DAF Tracking No.: 2023-264 | Date | Signature |
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| Concurred with by: | | |
| <input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Jennifer Kowalski <input type="checkbox"/> Approved by: | Dec. 20, 2023 | Signed by Jennifer Kowalski |
| <input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Graham Leah | Dec. 20, 2023 | Signed by Graham Leah |

Appendix A
Location Map

| Address | Legal Description | Acreage |
|--------------------------|---|-------------|
| <p>1. 7247 Bodkin Rd</p> | <p>PT LT 24 CON D AS IN ER766989, S/T DL11175, DL8256 MIDDLESEX CENTRE TWP/DELLAWARE (PIN: 09718-0014)</p>   | <p>54.6</p> |

| Address | Legal Description | Acreage |
|----------------------------|---|-----------|
| <p>2. 6965 Bells Rd</p> | <p>NE 1/4 LT 23 CON 2 S/T DL 10568 MIDDLESEX CENTRE TWP/DELAWARE (PIN: 09719-0025)</p>  | <p>26</p> |
| Address | Legal Description | Acreage |
| <p>3. 37242 Third Line</p> | <p>PT LT 1 CON 2 SOUTHWOLD AS IN E419180; SOUTHWOLD (PIN: 35146-0164)</p>  | <p>29</p> |

Appendix "B"
Major Terms and Conditions

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|--------------------------------------|--|
| Minimum Rent: | Lease Year 1 \$35,072.00 net of HST (\$320.00 per acre) Lease Year 2 \$35,072.00 net of HST (\$320.00 per acre) Lease Year 3 \$35,072.00 net of HST (\$320.00 per acre) |
| 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. |
| Realty Taxes: | The City is responsible for the payment of realty taxes for the Property unless the Tenant fails to sign the City's application for property tax reduction under the Farm Property Class Tax Rate Program upon request, in which case the Tenant is responsible for the difference in realty taxes resulting from ineligibility of the Property for such property tax reduction. |
| Area of Property: | Approximately 109.6 acres. |
| Term: | Three (3) years (January 1, 2024 – December 31, 2026). |
| 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. |