

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

Approv	ved pursuant to the Delegated Authority	y contained in Article 2 of City of	oronto Municipal Code Chapter 213, Real Property		
Prepared By:	Joanna Mysak	Division:	Corporate Real Estate Management		
Date Prepared: Purpose	May 13, 2024 Phone No.: 416-338-0405 To obtain authority to enter into a Construction Staging Licence Agreement (the "Staging Licence") and to enter into a Crane Swing Licence Agreement (the "Crane Swing Licence"; the Staging Licence and Crane Swing Licence being hereinafter collectively referred to as the "Licenses") with 1 DELISLE AVE L.P. (the "Licensee") with respect to part of the property municipally known as 30 St. Clair Avenue West, Toronto for the purpose of construction staging and crane swing uses, respectively, in connection with the construction of a mixed use high-rise condominium building on the easterly adjacent lands (the "Condominium Project")				
Property	Part of the lands municipally known as 30 St. Clair Avenue West, Toronto, such part being legally described as PT LTS 15 & 18 PL 365 TORONTO, DESIGNATED AS PART 1, 66R33229; City of Toronto, being part of PIN 21190-0001(LT) (the " Property "). The general location of the Property is shown on the Location Map attached as Appendix "B". The Property consists of a stratified parcel having a lower horizontal boundary approximately at grade and is located above an underground parking garage structure owned by 30 St. Clair West Inc. The area of the Property to be licensed under the Staging Licence is outlined in red on Appendix "C" and that part of the Property shown hatched in red on the diagram attached as Appendix "D" (the " Crane Swing Area ") will be licensed under the Crane Swing Licence.				
Actions	Authority be granted to enter into the Licence Agreements 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	The City will receive total revenues of \$130,590.00 (plus HST and applicable taxes) over the twenty-for term of the Crane Swing Licence, payable monthly and total of \$323,698,00 (plus HST and applicable to twenty-four (24) month term of the Staging Licence, payable monthly.				
	 a) \$227,144 in 2024 b) \$227,144 in 2025 Revenue will be directed to the 	e 2024 Operating Budget subr	HST and applicable taxes) is as follows: nission for Parks Forestry and Recreation (PFR) under ating budget submissions, for Council consideration.		
	The Chief Financial Officer and identified in the Financial Impa		DAF and agrees with the financial implications as		
registered on title to the Property and other lands a for parkland purposes. The Licensee has request Licence following the acquisition of the Property by			e Licensee dated December 8, 2021, notice of which is ent number AT5976459, the City will acquire the Property city enter into the Staging Licence and Crane Swing Approximately 1,616 square metres will be used for the metres will be used for the purposes of the Crane Swing		
	The proposed licence fee and other major terms and conditions of the Licence Agreements are considered to be fair, reasonable and reflective of market rates.				
Terms	See Appendix "A".				
Property Details	Ward:	12 - Toronto-St. Pau	l's		
	Assessment Roll No.:				
	Approximate Size:				
	Approximate Area:	1.616 sa m construc	tion staging area; 652 sq m crane swing area		
	Other Information:				

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Α.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
2A. Expropriations Where City is Expropriating Authority:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
2B. Expropriations For Transit- Related Purposes Where City is Property Owner or Has Interest in Property Being	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
Expropriated:	(b) Request Hearings of Necessity.	(b) Request Hearings of Necessity.
	(c) Waive Hearings of Necessity.	(c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
 Transfer of Operational Management to Divisions, Agencies and Corporations: 	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
 Disposals (including Leases of 21 years or more): 	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
 Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: 	Delegated to more senior positions.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/ renewals) does not exceed \$50,000.	(a) Where total compensation (including options/ renewals) does not exceed \$1 Million.
	(b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	(b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$50,000.	Where total compensation (including options/ renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	Where total compensation does not exceed \$50,000.	(a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.
12. Easements (City as Grantee):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences
		(b) Releases/Discharges
		(c) Surrenders/Abandonments
		(d) Enforcements/Terminations
		(e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates
		(f) Objections/Waivers/Cautions
		 (g) Notices of Lease and Sublease (h) Consent to regulatory applications by City,
		as owner (i) Consent to assignment of Agreement of
		Purchase/Sale; Direction re Title (j) Documentation relating to Land Titles
		applications (k) Correcting/Quit Claim Transfer/Deeds

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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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

X Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)						
Councillor:	Councillor Josh Matlow	Councillor:				
Contact Name:		Contact Name:				
Contacted by:	Phone x E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other			
Comments:	Concurs	Comments:				
Consultation with Divisions and/or Agencies						
Division:	PFR	Division:	Financial Planning			
Contact Name:	Alex Deighan	Contact Name:	Ciro Tarantino			
Comments:	Concurs	Comments:	Concurs			
Legal Services Division Contact						
Contact Name:	Mark Zwegers					

DAF Tracking No.: 2024-113	Date	Signature
X Recommended by: Manager, Real Estate Services Jennifer Kowalski Approved by:	May 13, 2024	Signed by Jennifer Kowalski
X Approved by: Director, Real Estate Services Alison Folosea	May 14, 2024	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Term: 24 months commencing on the date that the City becomes the registered owner of the Property.

Use: The Staging Licence permits the Property to be used for the storage of various materials, vehicles and equipment required in connection with the construction of the mixed use condominium project being constructed on the adjacent lands. The Crane Swing Licence permits the encroachment of a construction crane (but not with the counter weight, hoisting load, or any other materials, equipment, or loads) over the that part of the Property shown in red hatched on Appendix "D".

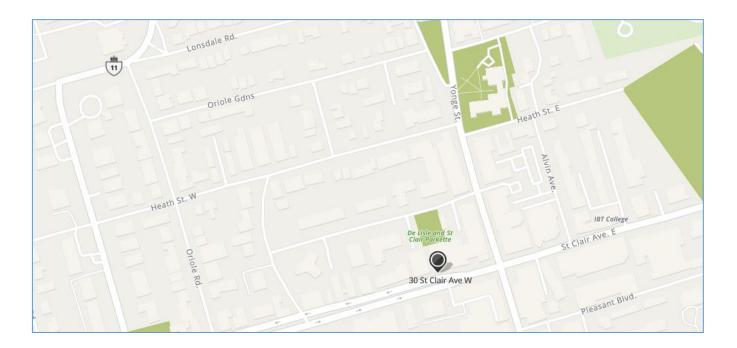
Early Termination (Staging Licence): At any time during the Term, the Licensee and the City shall each have the right (but not the obligation) to terminate the Staging Licence in their respective sole discretion, upon giving at least 30 days' written notice of such termination to the other party.

Early Termination Crane Swing Licence): At any time during the Term, the Licensee and the City shall each have the right (but not the obligation) to terminate the Crane Swing Licence in their respective sole discretion, upon giving at least 30 days' written notice of such termination to the other party, provided that if construction has commenced to the point where the construction crane is being actively used to complete the Condominium Project, the City may not terminate the Crane Swing Licence for any reason other than a default by the Licensee.

Indemnity: The Licensee shall indemnify and save harmless the City from any and all manner of claims which may be made or brought against, suffered by, or imposed on the City's Representatives or their property, in respect of any loss, damage, or injury (including property damage, personal injury, bodily injury, and death) to any person or property (including, without restriction, directly or indirectly arising out of, resulting from, or sustained as a result of the exercise of the Licences.

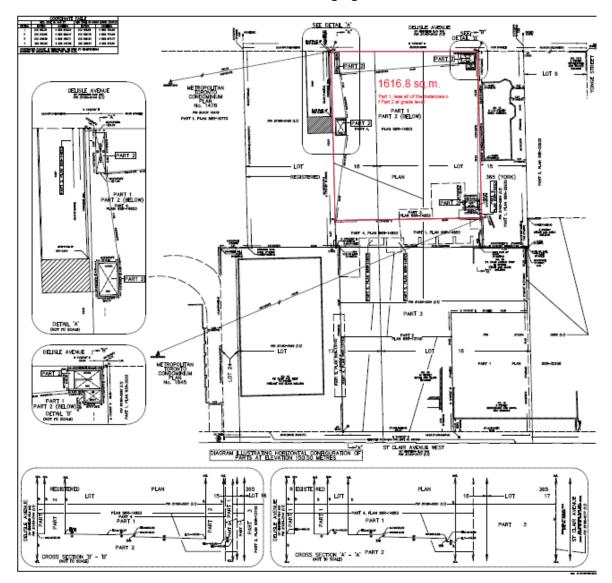
Appendix "B"

Location Map



Appendix "C"

Construction Staging Area



Appendix "D" Crane Swing Area

