

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

TRACKING NO.: 2025-071

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: | Sami Aljundi | Division: | Corporate Real Estate Management |
| Date Prepared: | 10 Mar 2025 | Phone No.: | 416 338 4862 |

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| Purpose | To obtain authority to enter into a licence agreement with First Capital (Chartwell) Corporation (the "Licensee") with respect to the property forming part of the East Highland Creek Trail that abuts a portion of 2301 Brimley Road, Toronto, Ontario for the purposes of maintaining an entrance and driveway to permit ingress and egress by pedestrians, vehicles, and machinery only (the "Licence Agreement"). |
| Property | The property described as lands forming part of the East Highland Creek Trail that abuts a portion of Brimley Road and is legally described PCL PLAN-2 SEC M1282 BLK C PLAN 66M1282; SUBJ. TO EASE A386963, City of Toronto, being part of PIN 06087-0024 (LT), (the "Property"), as shown on the Location Map in Appendix "B". |
| Actions | 1. Authority be granted to enter into the Licence Agreement with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other amended terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor. |
| Financial Impact | The total revenue to the City for the Licence Agreement over the ten years term plus 10 years of extension (if exercised) is estimated to be \$284,204.2 (plus HST), payable in advance on the first day of every year during Term, as extended. The revenue will be contributed to the Land Acquisition Reserve Fund (XR1012) The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information. |
| Comments | On September 9, 1986, the City of Scarborough entered into a licence agreement, at nominal, (the "Original Licence") with Monarch Construction Ltd., permitting the use of a 3,400-square-foot portion of City-owned land (the "Licensed Area") for constructing and maintaining an entrance and driveway. The licence commenced on September 1, 1986, and expired on August 31, 2016. The licence was assigned twice: first to Davpart Chartwell Centre Inc. on September 26, 2001 (Delegated Approval Form, Tracking No. 2001-112), and later to First Capital (Chartwell) Corporation on October 17, 2005 (Delegated Approval Form, Tracking No. 2005-109). CREM engaged with the current owner of Chartwell Shopping Centre to negotiate a new licence agreement. |
| Terms | See Appendix "A" |

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| Property Details | Ward: | 23 - Scarborough North |
| | Assessment Roll No.: | |
| | Approximate Size: | |
| | Approximate Area: | 3,400 Sq.Ft |
| | Other Information: | |

| 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/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 \$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/REOs.</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> |

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

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

Consultation with Councillor(s)

| | | | |
|---------------|---|---------------|---|
| Councillor: | Jamaal Myers | Councillor: | |
| Contact Name: | Micheal Mason | Contact Name: | |
| Contacted by: | Phone <input type="checkbox"/> X 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 Objection | Comments: | |

Consultation with Divisions and/or Agencies

| | | | |
|---------------|---------------------------------|---------------|---------------------------|
| Division: | Corporate Real Estate Portfolio | Division: | Financial Planning |
| Contact Name: | Eric Allan | Contact Name: | Ciro Tarantino |
| Comments: | No Objection | Comments: | No Objection |

Legal Services Division Contact

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|---------------|------------|
| Contact Name: | Frank Weng |
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| DAF Tracking No.: 2025-071 | Date | Signature |
|---|-----------------------|----------------------------------|
| Concurred with by: | | |
| <input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson | March 10, 2025 | Signed by Niall Robertson |
| <input type="checkbox"/> Approved by: | | |
| <input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea | March 17, 2025 | Signed by Alison Folosea |

Appendix "A"

Major Terms and Conditions

Licensed Area: Vacant land which is the entrance for the Chartwell Shopping Center

Licence Fee: The Licensee shall pay to the City the annual fee (\$12,000.00) plus any applicable HST or other taxes, subject to a yearly escalation of 2.5 %, payable in advance on or before the first day each year of the Term.

Term: The term of the Licence shall be ten (10) years, commencing on January 1, 2024 (the "Commencement Date") and expiring on December 31, 2033 (the "Expiry Date").

Options to Extend: provided by 6 months' notice for another ten (10) years

Insurance: \$5,000,000.00 per occurrence

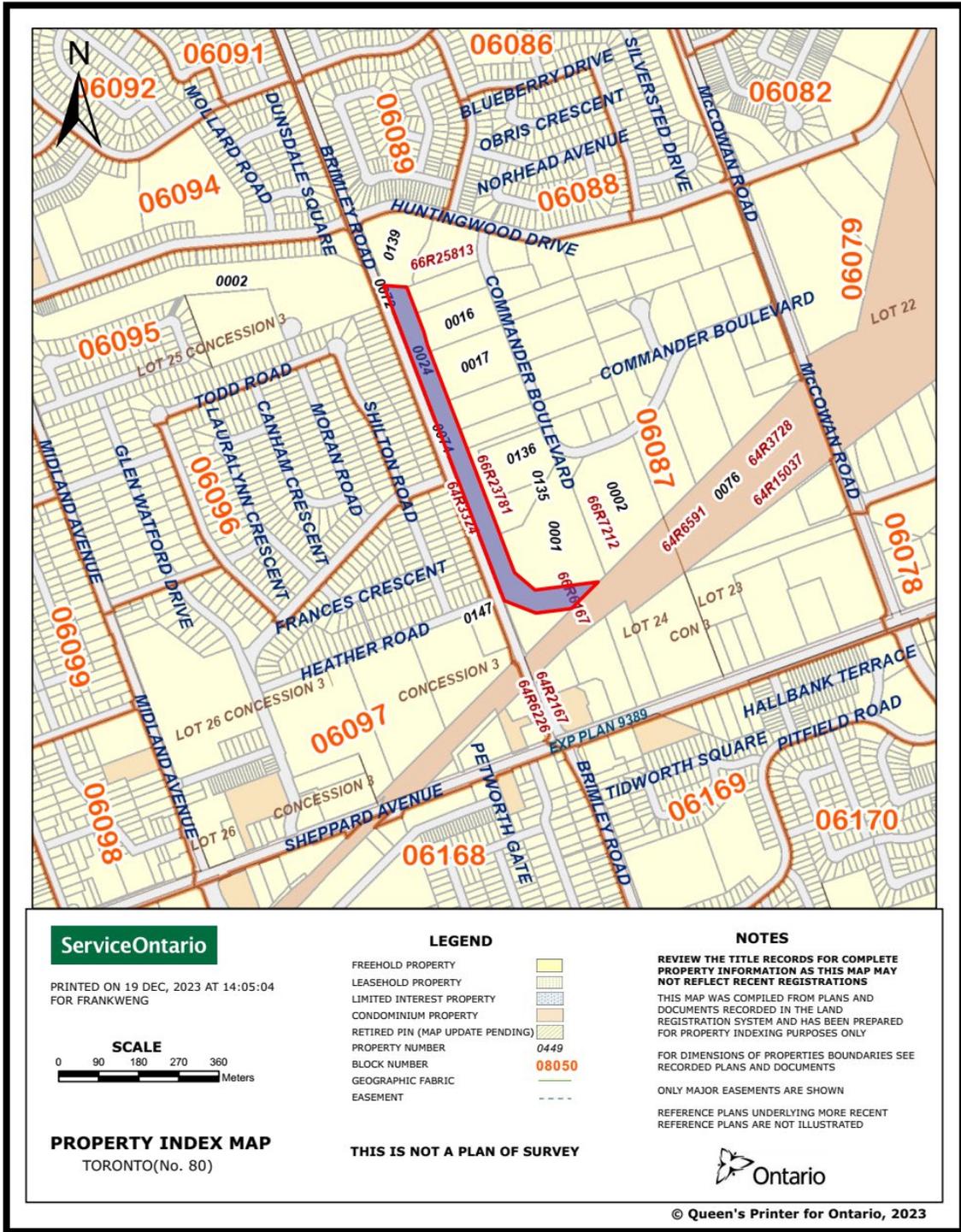
Early Termination: 12 months' notice

Other terms and conditions:

- Either party may elect to commission an appraisal by a qualified independent appraiser, whose determination of fair market value will be non-binding but supportive of the negotiation of the Licence Fee. If the parties elect together, or if each party appoints an appraiser and those appraisers' valuations differ, they may together appoint a mutually acceptable independent appraiser to make a non-binding determination of fair market value, in which event the parties will share the cost of such appraisal equally. Failing agreement upon the Licence Fee by the date which is three (3) months preceding the commencement of the Extension Term, and without limiting the parties' respective rights and remedies under this Licence or at law, either party may submit the matter for resolution in accordance with the City's internal dispute resolution process.
- The Licensee shall not perform any work (except for routine maintenance work, including asphalt repair that does not entail excavation or stripping, and snow and ice removal, both without prior consent of the City), including but not limited to any landscaping, grading, construction of any structures, installation of any equipment, without first submitting notifying the City and thereafter providing detailed plans and specifications and construction methods or procedures to the City to the satisfaction of the Director.
- The Licensee shall not be responsible for the cost of removing or remediating any Pollutants existing on or in the Licensed Area caused or contributed to by the City or those for whom it is responsible at law.
- The Licensee shall not assign or transfer this Agreement, grant any interest therein as security for any obligation, or permit any person, firm, or corporation whatsoever to use any part of the Licensed Area (collectively, a "Transfer") without the written consent of the City, which consent may be arbitrarily or unreasonably withheld or delayed, provided that the City shall not unreasonably withhold its consent to assignment of this Licence to a bona fide purchaser of the Licensee Lands who has agreed in writing to assume the terms and obligations on the part of the Licensee hereunder. No consent to any Transfer shall operate to relieve the Licensee of its obligations under the Licence.
- If any part of the City Lands is destroyed or damaged: the City shall be under no obligation to rebuild or repair the same; the Licence shall terminate as of the date of such damage or destruction; the Licensee shall restore the Licensed Area pursuant to this Agreement, provided for clarity that such obligation shall not extend to the City's infrastructure situated underneath the Licensed Area unless and to the extent the same has been damaged or destroyed due to the negligence of the Licensee or those for whom it is responsible at law; and the Licensee hereby releases and indemnifies the City from and against all Claims which may be incurred by the Licensee by reason of such event or termination.

Appendix "B"

Location Map for City Land



LICENSED AREA

