

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

<b>Prepared By:</b>	Joseph Sergnese	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	February 26, 2026	<b>Phone No.:</b>	416-392-1857
<b>Purpose</b>	To obtain authority to acquire the property municipally known as 1 Sand Beach Road, Toronto from One Sand Beach Inc. (the "Owner"), for the purpose of developing a new park.		
<b>Property</b>	The property municipally known as 1 Sand Beach Road, Toronto, legally described as PLAN M76 PT LOTS 555 & 556, City of Toronto, being all of PINs 07612-0109(LT) and 07612-0111(LT) (collectively, the "Property"), as shown on the Location Map in Appendix "B".		
<b>Actions</b>	Authority be granted to accept an offer from the Owner to sell the Property to the City (the "Offer") for the sum of \$5,095,000.00, plus HST, substantially on the major terms and conditions set out in Appendix "A", and including such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
<b>Financial Impact</b>	<p>The following costs will be incurred by the City in connection with the Agreement:</p> <ol style="list-style-type: none"> <li>1. Purchase Price - \$5,095,000.00</li> <li>2. HST- \$662,350.00</li> <li>3. Less HST Rebate (\$572,678.00)</li> <li>4. HST (net of applicable rebates) \$89,672.00</li> <li>5. Land Transfer Tax (Provincial) \$98,375.00</li> <li>6. Search and Registration Costs - \$500.00 (approximately)</li> <li>7. Cost of environmental report - \$3,450.00</li> <li>8. Cost of demolition and base park improvements - \$500,000 (approximately)</li> </ol> <p>Funding for these costs totaling approximately \$5,786,997.00(net of HST recovery) is available in the 2026-2035 Capital Budget and Plan for Parks and Recreation under Parkland Acquisition capital project account (CPR115-50-01).</p> <p>Funding associated with park design and construction beyond a base park condition will be requested through future year budget process for consideration.</p>		
<b>Comments</b>	<p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p> <p>The acquisition of the Property supports the implementation of the Council-approved Parkland Strategy. Specifically, pursuing lands for the purpose of parkland, like the Property, implements the 'expand' principle from the strategy, which aims to create new parks to support growth, ensuring an effective parks system. This property is in a priority area for parkland acquisition along the Etobicoke waterfront. It is part of a strategic land assembly to expand Sand Beach Road Parkette. The acquisition is part of a broader land assembly in a priority area for parkland acquisition as directed by Etobicoke-York Community Council through EY2021.22.26, and the Property is directly adjacent to City-owned lands to the south as well as 2707 Lake Shore Blvd W, for which the City has an executed Agreement of Purchase and Sale, further supporting the expansion of Sand Beach Road Parkette. The Property is located within an area of below-average parkland provision (12 m<sup>2</sup> per person) compared to the city-wide average of 28 m<sup>2</sup> per person as identified in the Council-adopted Parkland Strategy. While the Property itself is not located within a designated Area of Parkland Need, it would serve nearby Areas of Parkland Need, which are high-priority locations identified through the Parkland Strategy based on compounding factors including limited park supply, lower income levels, and significant population growth. Specific Park programming opportunities will be determined through a detailed design process including community consultation.</p> <p>There is a building on the Property which will be demolished with an estimated demolition in 2027.</p> <p>Funds for park development beyond base park condition for the entire expansion area will be included as part of a future capital budgeting process for consideration.</p> <p>The Offer is considered fair, reasonable and reflective of market value, and it is recommended for acceptance substantially on the major terms and conditions set out in Appendix "A".</p>		
<b>Terms</b>	See Appendix "A"		
<b>Property Details</b>	<b>Ward:</b>	3 – Etobicoke-Lakeshore	
	<b>Assessment Roll No.:</b>	1919051750012000000. 1919051750012000010	
	<b>Approximate Size:</b>	Irregular	
	<b>Approximate Area:</b>	1,092.65 m <sup>2</sup> ± ( 11,761.20 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

A.	City Manager has approval authority for:
1. Acquisitions:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$10 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.
2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.
3. Issuance of RFPs/REOs:	<b>Request/waive hearings of necessity delegated to less senior positions.</b>
4. Permanent Highway Closures:	<b>Delegated to less senior positions.</b>
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	<b>Delegated to less senior positions.</b>
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<b>Delegated to less senior positions.</b>
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$10 Million. <b>Leases/licences for periods up to 12 months at less than market value delegated to less senior positions.</b> <b>Leases pursuant to the Community Space Tenancy Policy delegated to a less senior position.</b>
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$10 Million. <b>Nominal sum easements to pre-existing utilities when closing roads delegated to less senior positions.</b>
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	<b>Delegated to less senior positions.</b>

B. City Manager has signing authority on behalf of the City for:
<ul style="list-style-type: none"> <li>Documents required to implement matters for which this position also has delegated approval authority.</li> </ul>

**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:	Amber Morley	Councillor:	
Contact Name:	Asli Mumin	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:	<b>Parks and Recreation</b>	Division:	<b>Financial Planning</b>
Contact Name:	<b>Parks and Recreation, Waterfront Secretariat</b>	Contact Name:	Karen Liu
Comments:	Heather Oliver, David Stonehouse	Comments:	concur

**Legal Services Division Contact**

Contact Name: **Li Zhu**

DAF Tracking No.: 2026- 108	Date	Signature
Recommended by: Manager, Real Estate Services Josie Lee	Mar. 26, 2026	Signed by Josie Lee
Recommended by: Director, Real Estate Services Alison Folosea	March 27, 2026	Signed by Alison Folosea
<input checked="" type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management Patrick Matozzo	Mar. 27, 2026	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Recommended by: Deputy City Manager, Corporate Services David Jollimore	April 1, 2026	Signed by David Jollimore
<input checked="" type="checkbox"/> Approved by: City Manager Paul Johnson	April 7, 2026	Signed by Paul Johnson

**APPENDIX "A"****Major Terms and Conditions**

**Irrevocable Period:** The period of time ending on the Business Day next following 10 days after the execution of the Offer by the Vendor

**Purchase Price:** \$5,095,000.00 plus HST

**Deposit:** \$237,000.00

**Due Diligence Period:** The period of time ending on the Business Day next following 90 days after the date upon which this Offer is executed by the City, subject to the City's one (1) option to extend the Due Diligence Period for a period not exceeding 30 days past the expiry date of the Due Diligence Period upon delivery of written notice to the Vendor.

**Closing Date:** shall be the Business Day next following 30 days after the delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition or on a mutually agreeable date confirmed by the Parties' solicitors in writing.

**Vacant Possession:** on Closing

**Debris Removal:** prior to the 5th Business Day before the Closing Date, at the Vendor's sole expense

**Phase I Environmental Site Assessment Reimbursement:** The Vendor agrees to reimburse the City the Phase I environmental site assessment of the Property Costs, which cost is estimated to be in an amount of \$6,000.00 as of the date of this Agreement, by way of an adjustment to the balance of the Purchase Price. The Vendor's obligation to reimburse the City its Phase I ESA Costs shall survive any termination of this Agreement only if any environmental site assessment (which includes, without limitation, a Phase I environmental site assessment and a Phase II environmental site assessment) affecting the City's intended use of the Property as parkland. In such event, the Vendor will pay the City within 30 days of receipt of a written invoice from the City.

# APPENDIX "B"

## Location Map

