

Long-Term Nominal Licence with Toronto Condominium Nos. 2254 and 2598 at 208R Bloor Street West

Date: May 24, 2022

To: General Government and Licensing Committee

From: Executive Director, Corporate Real Estate Management

Wards: 11 - University-Rosedale

SUMMARY

The purpose of this report is to obtain City Council authority for the City to enter into a 10-year nominal licence agreement (the "Licence Agreement") with Toronto Standard Condominium Corporation No. 2254 also known as "Museum House", and Toronto Standard Condominium Corporation No. 2598 also known as "Exhibit Private Residences Inc." to create landscaping on the City-owned property municipally known as 208R Bloor Street West. The Licence Agreement includes early termination rights as the Property may be required by the City to allow for the Toronto Transit Commission's ("T.T.C.") Fire Ventilation Upgrade project (the "F.V.U. Project").

RECOMMENDATIONS

The Executive Director, Corporate Real Estate Management recommends that:

1. City Council authorize the City, as Licensor, to enter into a Licence Agreement with Toronto Standard Condominium Corporation No. 2254 ("T.S.C.C. No. 2254"), also known as "Museum House", and Toronto Standard Condominium Corporation No. 2598 ("T.S.C.C. No. 2598") also known as "Exhibit Private Residences Inc.", (collectively known as the "Licensees") for the property known municipally as 208R Bloor Street West and shown as Part 1 on Sketch No. PS-2021-025 being Attachment 2 (the "Property") substantially on the terms and conditions set out in Attachment 1 and on such other or amended terms and conditions as may be deemed appropriate by the Executive Director, Corporate Real Estate Management and in a form acceptable to the City Solicitor.
2. City Council authorize each of the Executive Director, Corporate Real Estate Management, and the Director, Transaction Services, Corporate Real Estate

Management severally to execute the Licence Agreement, and any related documents on behalf of the City.

3. City Council authorize the City Solicitor to complete the Licence Agreement transaction on behalf of the City including the provision of the commencement date of the Licence Agreement.

4. City Council authorize the Executive Director, Corporate Real Estate Management, to administer and manage the Licence Agreement including the provision of any amendments, consents, approvals, waivers, notices, and notices of termination, provided that the Executive Director, Corporate Real Estate Management may, at any time, refer consideration of such matters to City Council for its determination and direction.

FINANCIAL IMPACT

The Licence Agreement will provide for nominal consideration and, in accordance with the terms of the Licence Agreement, the Licensees will be jointly responsible for all construction, maintenance, operating costs, and property taxes related to the Property. The granting of the Licence Agreement reduces carrying costs to the City until such time that the T.T.C. may require the Property for its F.V.U. Program.

If the City does not enter into the Licence Agreement with the Licensees, the City will continue to pay for operational costs of the Property including parking enforcement, security, and general maintenance (i.e. general repair, snow removal).

The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial impact information.

DECISION HISTORY

On August 8, 2021, pursuant to the Delegated Authority contained in Article 2 of the City of Toronto Municipal Code Chapter 213, Real Property and by Delegated Authority Form Tracking No. 2021-204, a 12-month licence was granted to Museum House which allowed it to create and maintain a self-sustaining garden on the Property.

COMMENTS

City staff were approached by the Directors of Museum House in 2021 with a request to create and maintain a low maintenance self-sustaining garden on the Property which had regularly pooled with rainwater and appeared somewhat unsightly to some of the residents of Museum House and Exhibit Private Residences Inc. with windows overlooking the Property. Subsequently, in August 2021, the City entered into a 12-month nominal licence agreement with Museum House to allow for the installation and

maintenance of landscaping on the Property through the delegated real estate authority framework which allows for a maximum term of 12 months. Since the Property will not be required for future City programming until the T.T.C. has declared its interest in using the Property to facilitate fire ventilation upgrades, City staff are seeking City Council approval for a long-term nominal Licence Agreement.

Since the City entered into the initial 12-month licence with Museum House, Exhibit Private Residences Inc. has also expressed an interest to be included in the long-term Licence Agreement as residents in both condominium corporations overlook the Property and Exhibit Private Residences Inc. has agreed to contribute towards the maintenance of the garden on the Property.

The term of the Licence Agreement will be 10 years commencing once City Council authority has been granted and the Licence Agreement is prepared for execution. The Licence Agreement is subject to termination exercisable by the City giving one (1) months' notice, at any time during the 10-year term as the Property may be required by the T.T.C. to accommodate possible transformer vaults, fire ventilation equipment and air shafts on the Property as part of the T.T.C.'s F.V.U. Program.

CONTACT

Alison Folosea, Director, Transaction Services, Corporate Real Estate Management
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SIGNATURE

Patrick Matozzo
Executive Director, Corporate Real Estate Management

ATTACHMENTS

Attachment 1 - Proposed License Agreement Terms and Conditions
Attachment 2 - Property Sketch and Conceptual Landscape Drawing

Attachment 1 - Proposed License Agreement Terms and Conditions

License Fee: Nominal

Term: 10 Years

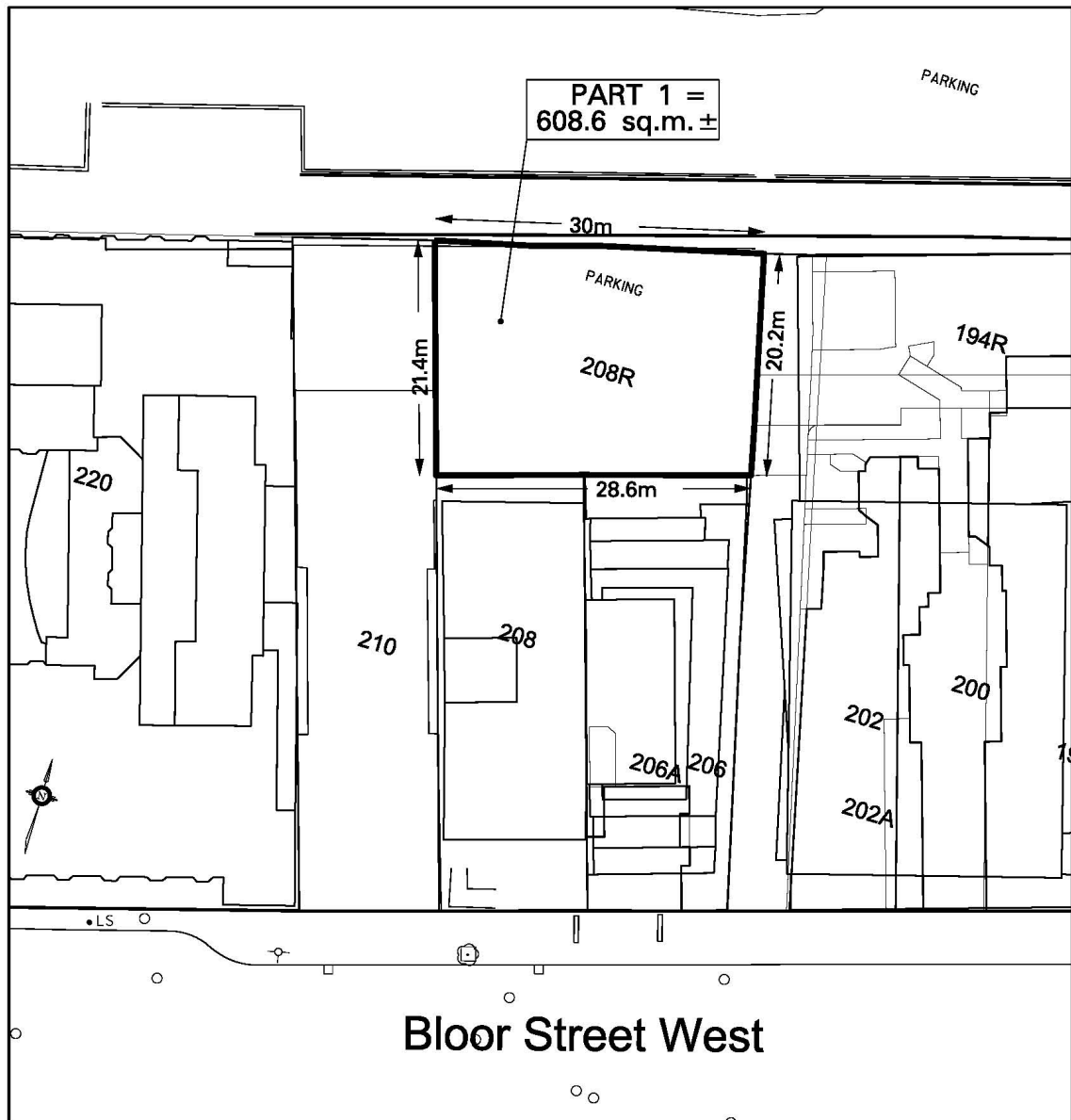
Insurance: \$3,000,000.00 Commercial General Liability

Use: To install and maintain landscaping over a portion of the Property.

Indemnity: Applicant will indemnify and save harmless the City from and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, directly or indirectly resulting from occupation of or use of the Property.

Attachment 2 - Property Sketch and Conceptual Landscape Drawing

Property Sketch - 2021-025



Bloor Street West



**PROPERTY INFORMATION SHEET
SKETCH SHOWING
NO. 208R BLOOR STREET WEST**

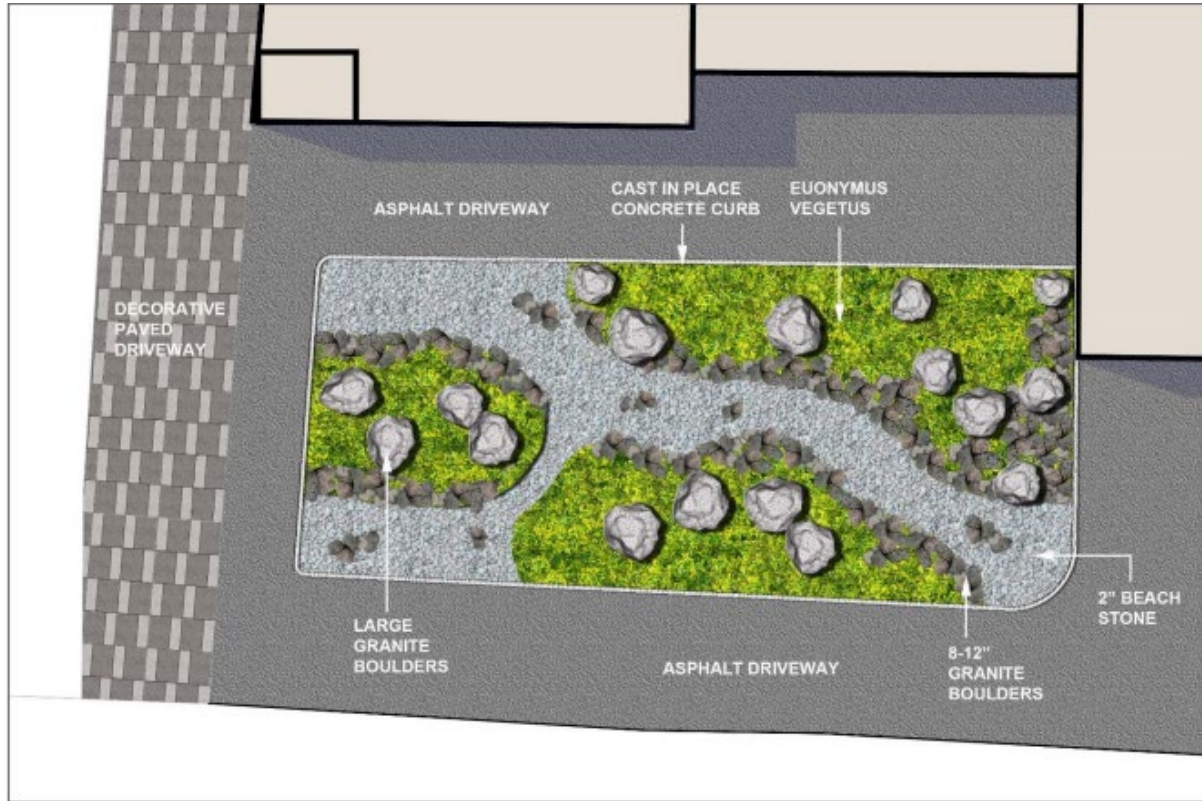
NOTE:
THIS SKETCH HAS BEEN
COMPILED FROM OFFICE
RECORDS. MEASUREMENTS
ARE APPROXIMATE

CHECK BY ANA MICHALEK
PREPARED BY: DWAYNE PITT

WARD 11 - UNIVERSITY-ROSEDALE
DATE: MAY 05, 2021

SKETCH No. PS-2021-025

Conceptual Landscape Drawing



MUSEUM HOUSE COURTYARD - DRY RIVER BED

