

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

**TRACKING NO.: 2020-142**

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

|                |                |            |                                  |
|----------------|----------------|------------|----------------------------------|
| Prepared By:   | Katrina Chaves | Division:  | Corporate Real Estate Management |
| Date Prepared: | June 5, 2020   | Phone No.: | 416-392-7214                     |

|                         |   |
|-------------------------|---|
| <b>Purpose</b>          | To obtain authority for the Toronto Parking Authority ("TPA"), as landlord, to enter into an agreement with Riverdale Martial Arts Inc., as tenant, with respect to the property municipally known as 838 Broadview Avenue, Unit 2, Toronto, ON (the "Leased Premises") for the purpose of consenting to the assignment of a lease of the Leased Premises (the "Assignment of Lease and Landlord Consent Agreement").   |
| <b>Property</b>         | The Leased Premises are approximately 2,000 square feet of space located at Unit 2 of the building known municipally as 838 Broadview Ave. This site is also known as Municipal Carpark 282, and shown on the Location Map, attached hereto as Appendix "B".  |
| <b>Actions</b>          | <ol style="list-style-type: none"> <li>1. Authority be granted for Toronto Parking Authority to enter into the Assignment of Lease and Landlord Consent Agreement substantially on the major terms and conditions set out in Appendix "A" herein, and including such other terms and conditions deemed appropriate by the Director of Real Estate Services, and in a form acceptable to the City Solicitor.</li> </ol>  |
| <b>Financial Impact</b> | <p>Riverdale Martial Arts Inc. will continue to pay the Toronto Parking Authority (TPA) rent in the amount of \$2,500.00 per month (inclusive of HST), as well as provide a security deposit equivalent to one (1) month's rent of \$2,500.00 for the month-to-month tenancy, as outlined in Appendix "A".</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>   |
| <b>Comments</b>         | <p>A lease dated March 1, 2013 (the "Original Lease") was entered into between the previous landlord, 2285566 Ontario Inc., and, Peter Oki, as previous tenant, for a term of one (1) year and continued thereafter on a month-to-month basis. The TPA acquired the Property on April 27, 2016 and assumed the existing tenancies. The Property was subsequently identified as a potential future redevelopment site. Peter Oki confirmed the Original Lease to the TPA by way of a Tenant Acknowledgement dated April 14, 2016. The Original Lease and the Tenant Acknowledgment are collectively referred to in the Assignment of Lease and Landlord Consent Agreement as the "Lease":</p> <p>Peter Oki and Robert Currie incorporated Riverdale Martial Arts Inc. (RMA), on February 15, 2018. Sometime thereafter Peter Oki (the "Assignor") assigned the Lease to the RMA (the "Assignee") (the "Assignment"). The Assignor then sold his shares in RMA to Robert Currie on September 25, 2018 and resigned as director, leaving Robert Currie as the sole director and shareholder of RMA.</p> <p>At its meeting held on November 25, 2019 the Board of Directors of the TPA (PA10.4) approved that the sale and redevelopment of the Property be directed through the City's real estate delegated approval process. At its meeting held on December 17, 2019, City Council approved that affordable housing be included in the redevelopment. The Property has been declared surplus under DAF tracking number 2020-044. It is proposed that the new development will include a residential development with affordable housing and an underground public parking garage.</p> <p>In the context of future plans for the subject property, the Assignment of Lease and Landlord Consent Agreement will confirm the existing tenancy with Riverdale Martial Arts Inc. and document the Landlord's consent to the Assignment. In the event that plans for the pending sale and redevelopment are modified, the City and TPA will re-evaluate the terms and conditions of the month-to-month tenancy.</p> |
| <b>Terms</b>            | Refer to Appendix "A" for Major Terms and Conditions.   |

|                         |                             |  |
|-------------------------|-----------------------------|--|
| <b>Property Details</b> | <b>Ward:</b>                | 14 – Toronto Danforth                          |
|                         | <b>Assessment Roll No.:</b> | 19 04 075 490 077 00                           |
|                         | <b>Approximate Size:</b>    | N/A  |
|                         | <b>Approximate Area:</b>    | 186 m <sup>2</sup> ± (2,000 ft <sup>2</sup> ±) |
|                         | <b>Other Information:</b>   | Municipal Carpark 282                          |

| A.  | Manager, Real Estate Services has approval authority for:  | Director, Real Estate Services has approval authority for:   |
|---|--|--|
| <p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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 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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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 checked="" 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/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager 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.

| Consultation with Councillor(s)             |  |   |        |  |               |                           |       |               |       |  |        |  |      |  |       |
|---|--|---|--------|--|---------------|---------------------------|-------|---------------|-------|--|--------|--|------|--|-------|
| Councillor:                                 | Paula Fletcher                           |   |        |  | Councillor:   |                           |       |               |       |  |        |  |      |  |       |
| Contact Name:                               |  |   |        |  | Contact Name: |                           |       |               |       |  |        |  |      |  |       |
| Contacted by:                               | Phone                                    | x | E-Mail |  | Memo          |                           | Other | Contacted by: | Phone |  | E-mail |  | Memo |  | Other |
| Comments:                                   | No objections – June 5, 2020             |   |        |  | Comments:     |                           |       |               |       |  |        |  |      |  |       |
| Consultation with Divisions and/or Agencies |  |   |        |  |               |                           |       |               |       |  |        |  |      |  |       |
| Division:                                   | Toronto Parking Authority / CreateTO     |   |        |  | Division:     | Financial Planning        |       |               |       |  |        |  |      |  |       |
| Contact Name:                               | Darcy Watt / Nick Simos                  |   |        |  | Contact Name: | Filisha Jenkins           |       |               |       |  |        |  |      |  |       |
| Comments:                                   | Approved – April 24, 2020 / June 4, 2020 |   |        |  | Comments:     | Approved – April 27, 2020 |       |               |       |  |        |  |      |  |       |
| Legal Division Contact                      |  |   |        |  |               |                           |       |               |       |  |        |  |      |  |       |
| Contact Name:                               | Kathleen Kennedy                         |   |        |  |               |                           |       |               |       |  |        |  |      |  |       |

| DAF Tracking No.: 2020-142  | Date                 | Signature                |
|---|----------------------|--------------------------|
| <input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services</b><br><b>Daran Somas</b>  | <b>Dec. 31, 2020</b> | Signed by Daran Somas    |
| <input type="checkbox"/> Approved by:   |                      |                          |
| <input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services</b><br><b>Alison Folosea</b> | <b>Dec. 31, 2020</b> | Signed by Alison Folosea |

#### General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M<sup>2</sup> or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

**Appendix A - Major Terms & Conditions**

**Landlord:** Toronto Parking Authority

**Assignor:** Peter Oki

**Assignee / Tenant:** Riverdale Martial Arts Inc.

**Property:** 838 Broadview Ave., Toronto, ON also known as Municipal Carpark 282, and shown on the Location Map, attached hereto as Appendix "B".

**Leased Premises:** Unit 2 of the Property, being approximately 2,000 square feet.

**Term:** Month to Month

**Base Rent:** \$2,500 per month (inclusive of HST)

**Security Deposit:** The Assignee / Tenant shall pay to the TPA \$2,500 which shall be held as a Security Deposit. The deposit will be paid in two (2) installments:

- i. \$1,250 will be paid on June 1, 2020
- ii. \$1,250 will be paid on July 1, 2020

**Termination:** At any time, either the Landlord or the Assignee/Tenant may terminate the Lease upon giving one (1) months' prior written notice to the other Party.

Appendix B – Location Map

