

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

TRACKING NO.: 2021-018

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

Prepared By:	Mark Gunaratnam	Division:	Corporate Real Estate Management
Date Prepared:	January 7, 2021	Phone No.:	(416)-392-2598

Purpose	To authorize the City of Toronto (the "City") to enter into an agreement of purchase and sale (the "Agreement") with 875 Queen Lofts Inc. (the "Vendor") to purchase parking units 10-13, inclusive, on level B of Toronto Standard Condominium Corporation 2740 (the "Condominium Corporation") shown on the sketch attached hereto as Appendix "C" in order to provide permanent parking spaces to service the adjoining shelter and to operate and maintain same within the parameters of the Declaration, Condominium by-laws and applicable law.
Property	The property municipally known as 875 Queen Street East and legally described as Unit 10-13, Level B, Toronto Standard Condominium Plan No. 2740 and its appurtenant interests; SUBJECT TO EASEMENTS AS IN AT5261006; CITY OF TORONTO, Being all of PIN 76740-0140 (LT), PIN 76740-0141 (LT), PIN 76740-0142 (LT), PIN 76740-0143 (LT) along with an undivided interest in the Common Elements, as defined below, as a tenant in common with all other owners in the proportions set out in Schedule "D" of the Declaration (the "Property").
Actions	<ol style="list-style-type: none"> 1. Authority to be granted to enter into the Agreement with the Vendor, substantially on the terms and conditions set out in herein and 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. 2. Authority to be granted to use and manage the Property in accordance with the Condominium Act, 1998, R.S.O. 1998, C.19 (the "Act"), the declaration registered as instrument number AT5261006 (the "Declaration") and all rules and by-laws created thereunder, including but not limited to the payment of the common expenses, as further set out in Appendix "B".
Financial Impact	<p>The purchase price to acquire the Property is \$139,600 plus HST. Common area expenses for 2020 is estimated to be \$46.12 / unit / month for a total of \$2,213.76 plus HST annually.</p> <p>Funding is available in the 2020 Council Approved Capital Budget for Shelter, Support and Housing Administration (SSHA) under account CHS036-01.</p> <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>
Comments	The City is acquiring the Property to provide parking spaces for use by Shelter, Support and Housing Administration ("SSHA") staff and/or to lease one or more of the parking spaces to Red Door Shelter staff in connection with the new shelter located adjacent to the condominium. Since the City will have to abide by certain rules and regulations upon becoming the owner of the Property, an additional appendix has been added to outline same.
Terms	See Appendix "A" and Appendix "B".

Property Details	Ward:	14 – Toronto-Danforth
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	Other Information:	4 parking units in a condominium

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/REOIs:</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/Licensors):</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 checked="" 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/REOIs.</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 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:
<ul style="list-style-type: none"> • Documents required to implement matters for which each position 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:
<ul style="list-style-type: none"> • 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			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Paula Fletcher	Councillor:	
Contact Name:	Susan Serran	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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 (October 26, 2020)	Comments:	
Consultation with Divisions and/or Agencies			
Division:	Shelter, Support and Housing Administration	Division:	Financial Planning
Contact Name:	Loretta Ramadhin (Project Director)	Contact Name:	Patricia Libardo
Comments:	Comments incorporated (October 21, 2020)	Comments:	Comments incorporated (December 2, 2020)
Legal Services Division Contact			
Contact Name:	Catherine Thomas (November 18, 2020)		

DAF Tracking No.: 2021-018	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Jan 12, 2021	Signed By: Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Jan 19, 2021	Signed By: Alison Folosea

Appendix "A" – Key Terms and Conditions of the Agreement of Purchase and Sale

- Deposit:** Nil
- Closing Date:** Transfer of title to the Property will be completed on the banking day next following thirty (30) days from the date the Agreement is executed by both parties, provided that a disclosure statement and budget for the fiscal year has been provided.
- Irrevocability:** Once the City has signed the agreement, the agreement shall be irrevocable until the 10th day after which time it may be withdrawn if the Vendor has not signed same. There is no conditional period.
- Adjustments:** Commencing as of the Closing Date, the City shall be responsible for all realty taxes and utility costs (unless included as part of the common expenses).
- Title:** Title to the Property will be subject to the following encumbrances:
- (i) the Condominium Documents;
 - (ii) registered restrictions or covenants that run with the Unit, including any encroachment agreements with any governmental authorities or adjacent land owners, provided that same are complied with as at the Closing Date;
 - (iii) easements, rights-of-way and/or licenses now registered for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor, or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners, provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Unit, or any portion thereof, are concerned) complied with as at the Closing Date;
 - (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, subdivision, engineering and/or other municipal agreement or similar agreements with any governmental authorities, with all of such agreements being hereinafter collectively referred to as the 'Development Agreements', provided that same are complied with as at the Closing Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder; and
 - (iv) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Unit (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Closing Date, if applicable), as soon as reasonably possible after the completion of this transaction;

Representations and Warranties: Vendor represents and warrants that on the Closing Date, the Property is fit for its intended use as parking units, is constructed in accordance with the Ontario Building Code and is free of major structural defects. The Common elements are covered under by Tarion under the Ontario New Home Warranty Program.

Appendix "B" – Terms and Conditions Associated with Owning Parking Units within a Condominium

- Property Boundaries:** The Property being acquired, being comprised of 4 parking units, is bounded vertically by:
- i. the upper surface and plane of the concrete floor slab and/or production thereof.
 - ii. the plane established 2.00 meters perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- The Property being acquired, being comprised of 4 parking units, is bounded horizontally by one or a combination of:
- i) the surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
 - ii) the vertical plane established by the line and face of the concrete columns and/or the production thereof.
 - iv) the vertical plane established by measurements.
 - v) the vertical plane established by measurements and perpendicular to the masonry or concrete wall.
 - vii) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete columns and/or the production thereof.
 - vii) the vertical plane established perpendicular to the concrete wall and passing through the face of the concrete columns and/or the production thereof.
- Exclusions:** Each parking unit excludes all equipment, apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment appurtenant thereto which provide any service to the Common Elements or Units including all wall structures and support columns and beams as well as additional floor surfacing (membranes and coating included) which may be located within any parking unit.
- Common Expenses:** The City shall pay the Corporation for its proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of the Declaration, or in any By-laws or Rules in force by any owner shall be borne and paid for by such owner and may be recovered by the Corporation against such owner in the same manner as a common expense. The percent contribution to the Common Expenses for the Property are 0.073979 per unit.
- Use:** The Property shall be used and occupied only for the parking of motor vehicles (one motor vehicle per parking unit). All owners of parking units, or tenants of the owner of a parking unit, shall have free access to all roadways and access to staircases leading to and from the parking levels in order to allow such parking unit owners and their tenants access to their parking unit and to drive their motor vehicle in and out of the Condominium. No unit shall be occupied or used by an owner or anyone else in such a manner as to damage or injure any person or property or in any way that may result in the cancellation of insurance policy.
- Maintenance:** The City must maintain the Property in a clean and neat condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of said units.
- Leasing:** In the event the City desires to lease some or all of the Property to Red Door, or any other person or entity, it must furnish to the Corporation an undertaking in a form satisfactory to the Corporation, signed by the proposed tenant certifying that the tenant will comply with the provisions of any by-law of the Condominium Corporation.
- Insurance:** The City must obtain and maintain at the City's own expense:
- i. insurance on any improvements to a unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for personal property contained within the Unit including automobiles, and for loss and use and occupancy of the Property in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, managers, agents, employees and servants and against

ii. public liability insurance covering any liability of any owner or tenant, invitee or licensee of such owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

iii. insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible

Rights of Entry:

The Corporation or any insurer of the Property shall be entitled to enter the Property, or any portion thereof, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation and, without limiting the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage.

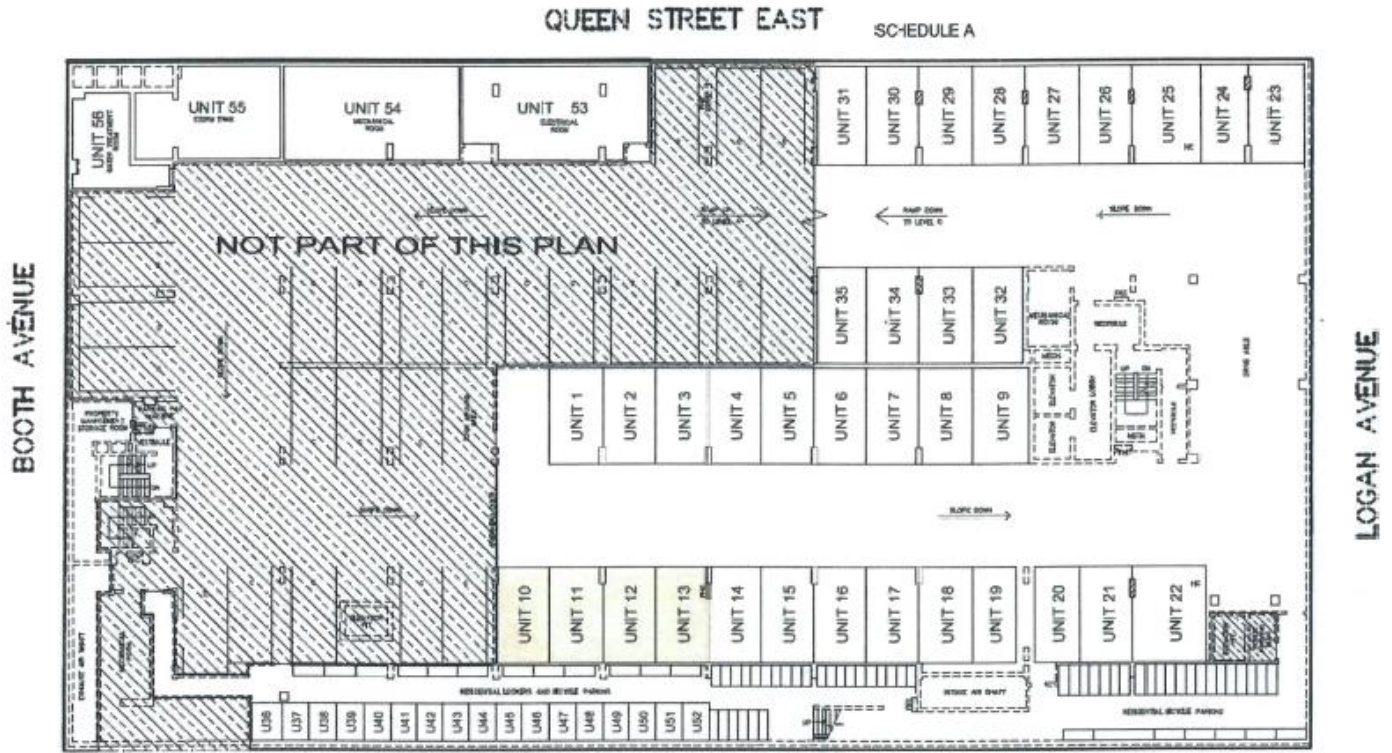
Annual General Meetings: AGMs to be held within six months following Corporation's fiscal year end at such a place and on such a day and time as the board may determine upon 15 days prior written notice. The City, as an owner, will have a right to vote in accordance with the Act.

Budget:

The board shall prepare an annual budget for the property to determine by estimate the amount of common expenses for the next ensuing fiscal year and the board shall advise all owners promptly in writing of the amount of common expenses payable by each owner.

Extraordinary Expenditures: In addition to the annual assessment, extraordinary expenditures not contemplated in the annual budget for which the board shall not have sufficient funds may be assessed at any time during the year by the board serving notice of such assessment on all owners as an additional common expense. The assessment shall be payable by each owner within 10 days after delivery thereof. Arrears of payments bear interest rate of 18%.

Appendix "C" – Purchase and Sale Sketch



PLAN VIEW ILLUSTRATING
UNITS 1 TO 35 INCLUSIVE (Residential Parking)
UNITS 36 TO 52 INCLUSIVE (Storage locker)
UNITS 53 TO 56 INCLUSIVE (Service Units)
LEVEL B

Appendix "D" – Location Map

