

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

TRACKING NO.: 2021-144

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

Prepared By:	Mark Filice	Division:	Corporate Real Estate Management
Date Prepared:	May 4, 2021	Phone No.:	(416) 392-1830

Purpose	To obtain authority to enter into a Licence Agreement with 208 Bloor Street West Limited (the "Licensee"), for a term of ten (10) months (the "Term"), with an option to extend for an additional term of one (1) month (the "Extended Term"), to permit the storage of vehicles in support of the Licensee's future development site.
Property	City-owned land municipally known as 208R Bloor Street West, Toronto, Ontario, and legally described as PT LT 1 W/S AVENUE RD PL 289 TORONTO AS IN EM61711, EM84155; S/T EM67062; S/T EM85564,T/W EM85840; TORONTO, CITY OF TORONTO (the "Property"). (See Appendix B, location map).
Actions	1. Authority be granted to enter into the Licence Agreement (the "Agreement") with the Licensee for the licensed area, substantially on the terms and conditions set out 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.
Financial Impact	<p>The Licensee shall pay to the City as a fee for the full 10 month Term of the Licence, the amount of \$49,250.00, plus any applicable HST or other taxes, payable on execution of the License by the Licensee.</p> <p>Total revenue to the City for the 10 month term plus, if exercised, the Extended Term will be \$54,175.00 (plus HST) Compensation to the City will be directed to the 2021 Council Approved Operating Budget for Corporate Real Estate Management under cost center FA1379.</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	<p>The Licensee has requested permission to use City Lands in order to access their adjacent development to facilitate the future construction and fire restoration of a residential condominium development located at 208 Bloor Street (directly abutting the Property). The Property has an approximate area of 337.88 square meters, shown as "Part 1" on the sketch attached in Appendix C.</p> <p>The City of Toronto is the registered owner of the Property.</p> <p>Corporate Real Estate Management staff consider the proposed Agreement to be fair and reasonable to all parties</p>
Terms	Major Terms and Conditions are set out on page 4: Appendix "A"

Property Details	Ward:	11 – University-Rosedale
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	337.88 m ² / 3636.91 ft ²
	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/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 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 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 (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.

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:	Mike Layton	Councillor:	
Contact Name:	Andrea Fresolone	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> E-Mail <input type="checkbox"/> X 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 April 29, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Patricia Libardo
Comments:		Comments:	Concurrence May 4, 2021

Legal Services Division Contact

Contact Name:	Aiden Alexio	April 28, 2021
---------------	--------------	----------------

DAF Tracking No.: 2021-144	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	May 4, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	May 13, 2021	Signed by Alison Folosea

Appendix "A"- Term Sheet

Licensor: City of Toronto (the "City")

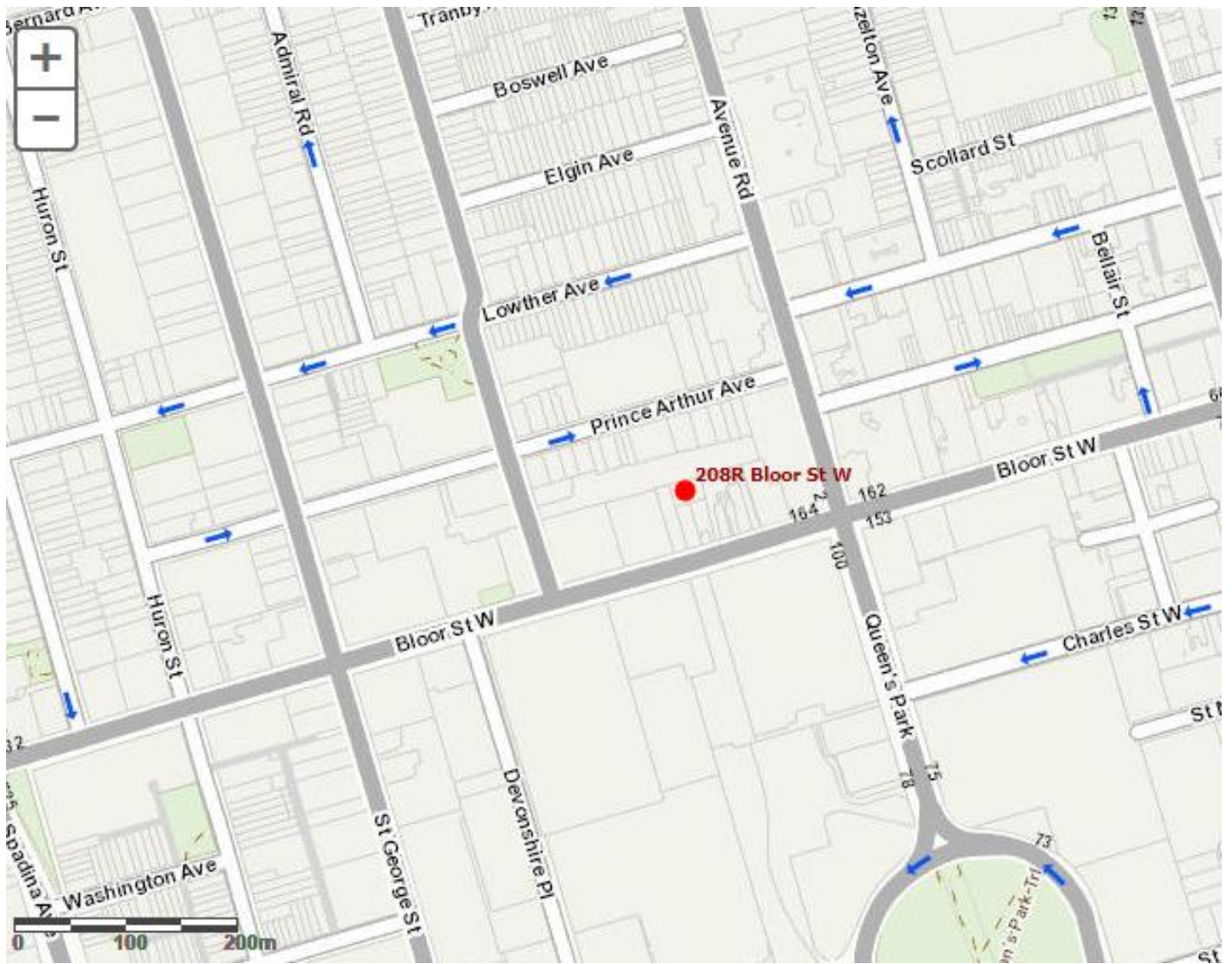
Licensee: 208 Bloor Street West Limited

Property: 208R Bloor Street West, Toronto, Ontario, and legally described as PT LT 1 W/S AVENUE RD PL 289 TORONTO AS IN EM61711, EM84155; S/T EM67062; S/T EM85564, T/W EM85840; TORONTO, CITY OF TORONTO

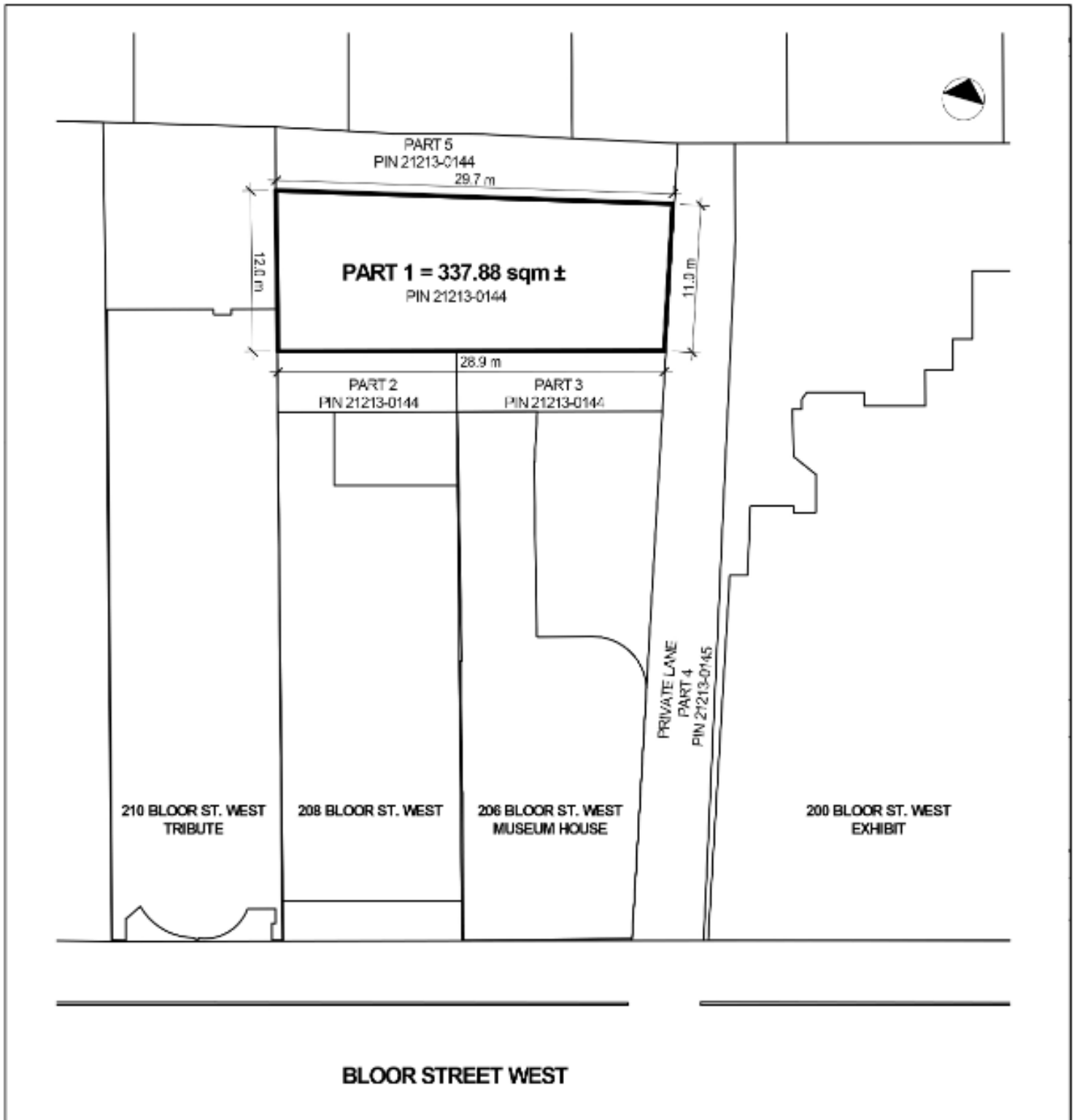
Licence Area: The City grants to the Licensee, for the Term and subject to the terms and conditions in the Agreement the right on a non-exclusive basis to use, occupy, and access the Property comprising approximately 337.88 square meters, and labelled as Part 1 on Appendix "C" attached hereto.

1. **Term:** 10 months commencing on July 1, 2020 and ending on April 30, 2021. The Licensee shall have the option to extend for an additional 1 month. The Agreement is a retroactive in nature. The term date commenced prior to execution of the Agreement.
2. **Extended Term:** The Licensee may exercise an option to extend the term of the Licence for one (1) month ending no later than May 31, 2021.
3. **License Fee:** One-time fee of \$49,250.00, plus any applicable HST or other taxes, payable on execution of this License by the Licensee, and if applicable, \$4,925.00 plus HST if the extended term is exercised.
4. **Use:** The Licensee shall use the Property on a non-exclusive basis with the Licensee's Chattels for the purpose of the storage of vehicles in support of the Licensee's Development.
5. **Restoration:** Upon the expiry or termination of the Licence, the Licensee shall immediately, at its sole cost and expense and to the satisfaction of the City Designate, acting reasonably:
 - (a) remove all of the Licensee's Chattels from the Property;
 - (b) restore the Property to a condition as close as is practicable to its condition prior to occupation;
 - (c) leave the Property clean, tidy, and in good repair.
6. **Insurance:** Prior to the commencement of the Term, the Licensee agrees to purchase and maintain, or cause to be maintained, and kept in force, at its sole cost and expense, for the duration of this Agreement, the following policies of insurance:
 - Commercial General Liability Insurance which has inclusive limits of not less than \$5,000,000.00 per occurrence,
 - Standard Automobile Liability coverage with a limit of at least \$2,000,000.00 for all licensed motorized vehicles used on the Property.

Appendix "B"- Location Map



Appendix "C"- Property/Licensed Area



PROPERTY INFORMATION SHEET
SKETCH SHOWING PART 1 OF
PIN 21213-0144