

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

TRACKING NO.: 2021-265

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

Prepared By:	Owen Bartley	Division:	Corporate Real Estate Management										
Date Prepared:	September 23, 2021	Phone No.:	(416) 338-1297										
<b>Purpose</b>	<p>To obtain authority to enter into a licence agreement (the "Licence Agreement") with:</p> <p>(i) ONTREA Inc., By Its Duly Authorized Agent, The Cadillac Fairview Corporation Limited (CF Sherway Gardens);</p> <p>(ii) CF/Realty Holdings Inc. (CF Shops At Don Mills);</p> <p>(iii) CF/TEC Holdings Inc. And ONTREA/TEC Holdings Inc., Both By Their Duly Authorized Agent, The Cadillac Fairview Corporation Limited (CF Toronto Eaton Centre); and</p> <p>(iv) CF/Realty Holdings Inc. And FVM Property Inc., Both By Their Duly Authorized Agent, The Cadillac Fairview Corporation Limited (CF Fairview Mall);</p> <p>collectively (the "Licensor") with respect to the properties identified below, collectively (the "Property"), for the purpose of operating four (4) Toronto Public Health ("TPH") immunization clinics.</p>												
<b>Property</b>	<p>(i) CF Fairview Mall – Unit 2018, 1800 Sheppard Ave E, Toronto (5,106 sf);</p> <p>(ii) CF Shops at Don Mills – Unit N011A, 1090 Don Mills Rd., Toronto (1,673 sf);</p> <p>(iii) CF Toronto Eaton Centre – Unit B003A, 220 Yonge Street, Toronto (3,163 sf); and</p> <p>(iv) CF Sherway Gardens – Unit 1915A, 25 The West Mall, Toronto (2,748 sf)</p> <p>as shown respectively on the Location Maps in Appendix "B1", "B2", "B3", and "B4".</p>												
<b>Actions</b>	<p>1. Authority be granted to enter into the Licence Agreement with the Licensor, substantially on the major 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.</p>												
<b>Financial Impact</b>	<p>There are no financial implications to the City.</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>												
<b>Comments</b>	<p>Pursuant to a directive from the Medical Officer of Health for the City of Toronto, TPH plans to hold public immunization clinics to administer vaccination against the COVID-19 virus.</p> <p>This program is essential to stopping the spread of COVID-19 and protecting the population from its harmful effects. Immunization is going to play a key role in stopping the pandemic globally, and widespread immunization will reduce cases of infection and decrease the burden on the health care system.</p> <p>The proposed costs for the operating costs and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>												
<b>Terms</b>	<p>See Appendix "A" for the Major Terms and Conditions of the Licence Agreement.</p>												
<b>Property Details</b>	<table border="1"> <tr> <td><b>Ward:</b></td><td>(i) 17 – Don Valley North, (ii) 16 – Don Valley East, (iii) 13 – Toronto Centre, and (iv) 3 – Etobicoke Lakeshore</td></tr> <tr> <td><b>Assessment Roll No.:</b></td><td>(i) 1908 112 770 00300, (ii) 1908 101 350 00923, (iii) 1904 066 080 04100, and (iv) 1919 014 120 01500</td></tr> <tr> <td><b>Approximate Size:</b></td><td></td></tr> <tr> <td><b>Approximate Area:</b></td><td>(i) 474.36 m<sup>2</sup> ± (5,106 ft<sup>2</sup> ±), (ii) 155.43 m<sup>2</sup> ± (1,673 ft<sup>2</sup> ±), (iii) 293.85 m<sup>2</sup> ± (3,163 ft<sup>2</sup> ±), and (iv) 255.30 m<sup>2</sup> ± (2,748 ft<sup>2</sup> ±)</td></tr> <tr> <td><b>Other Information:</b></td><td></td></tr> </table>	<b>Ward:</b>	(i) 17 – Don Valley North, (ii) 16 – Don Valley East, (iii) 13 – Toronto Centre, and (iv) 3 – Etobicoke Lakeshore	<b>Assessment Roll No.:</b>	(i) 1908 112 770 00300, (ii) 1908 101 350 00923, (iii) 1904 066 080 04100, and (iv) 1919 014 120 01500	<b>Approximate Size:</b>		<b>Approximate Area:</b>	(i) 474.36 m <sup>2</sup> ± (5,106 ft <sup>2</sup> ±), (ii) 155.43 m <sup>2</sup> ± (1,673 ft <sup>2</sup> ±), (iii) 293.85 m <sup>2</sup> ± (3,163 ft <sup>2</sup> ±), and (iv) 255.30 m <sup>2</sup> ± (2,748 ft <sup>2</sup> ±)	<b>Other Information:</b>			
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<b>Other Information:</b>													

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/REOs:</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 &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><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><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 checked="" 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"/> (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/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 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:	Shelley Carroll	Councillor:	Denzil Minnan-Wong
Contact Name:	Tom Gleason	Contact Name:	Amalia Stefanopoulos
Contacted by:	Phone <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 checked="" type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Concerns (09/22/2021)	Comments:	No Concerns (09/22/2021)
Councillor:	Kristyn Wong-Tam	Councillor:	Mark Grimes
Contact Name:	Robin Buxton Potts	Contact Name:	Kim Edgar
Contacted by:	Phone <input type="checkbox"/> E-Mail <input checked="" type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Concerns (09/22/2021)	Comments:	No Concerns (09/22/2021)

**Consultation with Divisions and/or Agencies**

Division:	COVID-19 Immunization Task Force	Division:	<b>Financial Planning</b>
Contact Name:	Simon Wells	Contact Name:	Patricia Libardo
Comments:	No Concerns (09/22/2021)	Comments:	No changes (09/22/2021)

**Legal Services Division Contact**

Contact Name:	Soo Kim Lee
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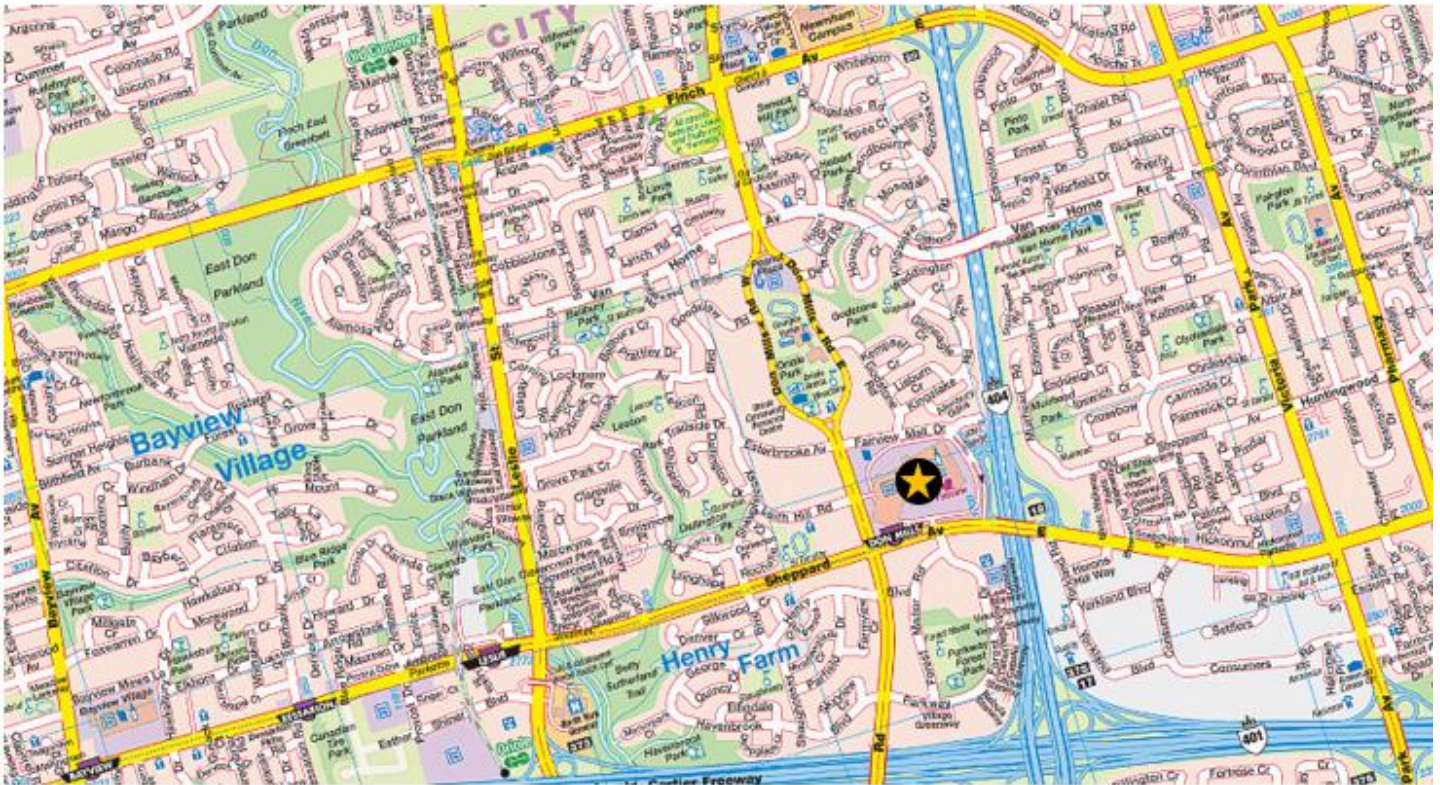
DAF Tracking No.: 2021-265	Date	Signature
Concurred with by: Manager, Real Estate Services <b>Ronald Ro</b>	Sept 23 2021	Signed By: Ronald Ro
<input type="checkbox"/> Recommended by: Manager, Real Estate Services <b>Daran Somas</b>	Sept 23 2021	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

## Appendix "A" – Major Terms and Conditions of the Licence Agreement

Licensor:	<p>(i) ONTREA Inc., By Its Duly Authorized Agent, The Cadillac Fairview Corporation Limited (CF Sherway Gardens);</p> <p>(ii) CF/Realty Holdings Inc. (CF Shops At Don Mills);</p> <p>(iii) CF/TEC Holdings Inc. And ONTREA/TEC Holdings Inc., Both By Their Duly Authorized Agent, The Cadillac Fairview Corporation Limited (CF Toronto Eaton Centre); and</p> <p>(iv) CF/Realty Holdings Inc. And FVM Property Inc., Both By Their Duly Authorized Agent, The Cadillac Fairview Corporation Limited (CF Fairview Mall);</p>
Licensor's Agent And Manager:	The Cadillac Fairview Corporation Limited
Licensee:	City of Toronto
Address:	<p>(i) CF Fairview Mall – Unit 2018, 1800 Sheppard Ave E, Toronto, M2J 5A7;</p> <p>(ii) CF Shops at Don Mills – Unit N011A, 1090 Don Mills Rd., Toronto, M3C 3R6;</p> <p>(iii) CF Toronto Eaton Centre – Unit B003A, 220 Yonge Street, Toronto, M5B 2H1; and</p> <p>(iv) CF Sherway Gardens – Unit 1915A, 25 The West Mall, Toronto, M9C 1B8</p>
Licensed Area:	<p>(i) CF Fairview Mall – Unit 2018, approximately 5,106 square feet;</p> <p>(ii) CF Shops at Don Mills – Unit N011A, approximately 1,673 square feet;</p> <p>(iii) CF Toronto Eaton Centre – Unit B003A, approximately 3,163 square feet; and</p> <p>(iv) CF Sherway Gardens – Unit 1915A, approximately 2,748 square feet</p>
License Period:	commencing on September 25, 2021 (the "Commencement Date") and expiring on September 26, 2021.
Licence Fee:	\$0.00
Use:	<p>This unit shall be used by Toronto Public Health for the purpose of administering a Covid-19 vaccination clinic to members of the public. The clinic shall operate within all parameters of the Shopping Centre and Public Health Guidelines.</p> <p>Storage Clarification: It is understood and agreed that all personal items are to be stored off-site or hidden inside closed cabinets built into the displays. Tupperware and other plastic bins are NOT acceptable storage solutions. NO additional storage will be provided by the Licensor.</p> <p>Filming and Photography Clarification: It is understood and agreed that should the licensee wish to take photographs and or film on site for internal or external purposes, that all videos and photographs must be approved by the Licensor in advance, acting reasonably. In addition, the Licensee must provide the Licensor with a schedule for the filming/photography so that security at the property can be informed. It is further understood that should the Licensee include the general public, waivers must be signed in advance.</p>
Display Requirements:	The Licensee's Display located in the Space shall be in accordance with the details and the rendering depicted on Schedule "B". The Licensee's Display shall be staffed during all Shopping Centre hours and the Licensee is responsible for securing any Display components outside of regular Shopping Centre hours. The Licensee is responsible for all supplies and expenses incurred during and for the installation, maintenance, operation, repair and/or replacement costs associated with Display in the Licensee's Space. The Licensee shall coordinate with the Shopping Centre's Management Office at least 10 days in advance of the Commencement Date, any electrical needs, all designated locations, move-in and/or move-out times and dates. All setup and take down to happen outside of Shopping Centre hours. See Schedule "A" for Shopping Centre Contacts. The Licensee shall keep the noise levels to a level approved by Shopping Centre Management. Should Shopping Centre Management request that the Licensee to reduce the volume, the Licensee agrees to do so immediately and remain at that level or lower for the duration of the event.
Solicitation Restrictions:	No soliciting is permitted, however the Licensee may collect customer information and/or survey customers who voluntarily enter their Space and who are agreeable to providing such information. The Licensee may not actively solicit customers (by oral invitation, by gesturing or otherwise) in the common areas of the Shopping Centre. Failure to adhere to this requirement may result in the Licensor immediately exercising its right to terminate this LICENSE AGREEMENT.
Relocation:	The Licensor has the right to re-locate the Licensee's Space at any time acting reasonably.
Nuisance:	The Licensee shall not do anything, and not permit anything to be done, which is, or results in, a nuisance to the Licensor or any other Licensee or occupant of the Shopping Centre.

Other Charges:	pay when due all charges for heat, water, gas, electricity, telephone, internet and any other utilities used in connection with the Space. The Licensee shall pay when due to the taxing authority having jurisdiction all business taxes, if and to the extent, where applicable for the Space;
Removal of Display:	at the expiration or sooner termination of this License Agreement, the Licensee shall remove the Display and leave the Space in good repair and condition, subject only to reasonable wear and tear (in as good condition as upon commencement of this License Agreement)
Transfer:	<p>The Licensee shall not assign or transfer this License Agreement nor sublet, sublicense or otherwise part with possession of the Space in whole or in part.</p> <p>The Licensor may assign or transfer this License Agreement as it applies to any Shopping Centre, to any person or entity. To the extent the person or entity assumes the Licensor's obligations under this License Agreement in respect of the Shopping Centre, the Licensor will be released from those obligations assumed by the assignee or transferee.</p>
Licensor's Right To Enter:	The Licensor and its agents shall have the right at all times to enter the Space.
Insurance:	<p>The Licensee shall take out and maintain the following insurance coverage:</p> <p>a) commercial general liability insurance coverage against personal and bodily injury including death, and property damage, with respect to the Licensee's business and the Licensee's use and occupancy of the Shopping Centre, on an occurrence basis and having a limit of not less than Five Million Dollars (\$5,000,000) in respect of any one occurrence; and</p> <p>b) all risks property insurance in an amount equal to the full replacement cost of all property owned or installed by the Licensee, or for which the Licensee is legally liable, including leasehold improvements, trade fixtures, inventory, equipment and any other property in or about the Space.</p> <p>All such insurance will be placed with an insurer acceptable to the Licensor, acting reasonably, will include the Licensor (and any other entity listed on Schedule "A") as an additional insured, will be non-contributing and contain cross-liability and severability of interest provisions, as applicable, will contain a waiver of any subrogation rights which the Licensee's insurer may have against the Licensor, and will not be subject to cancellation without at least 10 days prior written notice to the Licensor. At least two (2) weeks prior to the Commencement Date, the Licensee will furnish the Licensor with a certificate of insurance in the Licensor's standard form or other evidence of such insurance as approved by the Licensor. Failure to provide the Licensor with the same when due may result in: (i) a delay of the Licensor granting possession of the Space; or (ii) termination of the Space</p>
Licensor's Liability:	Notwithstanding anything to the contrary, the Licensor and its agents shall not be liable or in any way responsible to the Licensee in respect of any loss, injury or damage suffered by the Licensee or others, however caused, including but not limited to the negligence of the Licensor, its agents or anyone else for whom the Licensor is responsible.
Indemnification:	The Licensee shall indemnify the Licensor from and against all liabilities, claims, damages or expenses arising out of any act or omission by the Licensee or those for whom the Licensee is responsible, or arising out of any breach by the Licensee of any provision of this License Agreement.
Notice:	Any written notice provided for under this License Agreement shall effectively be given to the Licensor by delivery to the Licensor's management office at the Shopping Centre and the Licensee by delivery to the Space with a copy to the Licensee's address set out in Part A of the License.
Termination:	<p>Notwithstanding anything to the contrary, the Licensor may terminate this License Agreement without cause by giving twenty-four (24) hours prior written notice of such termination to the Licensee. Such written termination notice shall specify a termination date. This License Agreement shall terminate and the Licensee shall deliver vacant possession of the Space on the termination date so specified.</p> <p>Notwithstanding anything to the contrary, the Licensor reserves the right to terminate any or all of the Space(s) identified on Schedule "A" immediately and without notice in the event that: (a) the Licensee violates the solicitation prohibition, or (b) the Licensee fails to deliver certificates of insurance when due. In the event that the Licensor exercises this right, the Licensee shall immediately vacate the Shopping Centre and deliver vacant possession of the Space(s) without delay.</p> <p>In the event of termination of any or all the Licensee's Space(s) or this License Agreement or expiration of this License Agreement, all items belonging to the Licensee, including the Licensee's Display shall be removed by or released to the Licensee.</p>

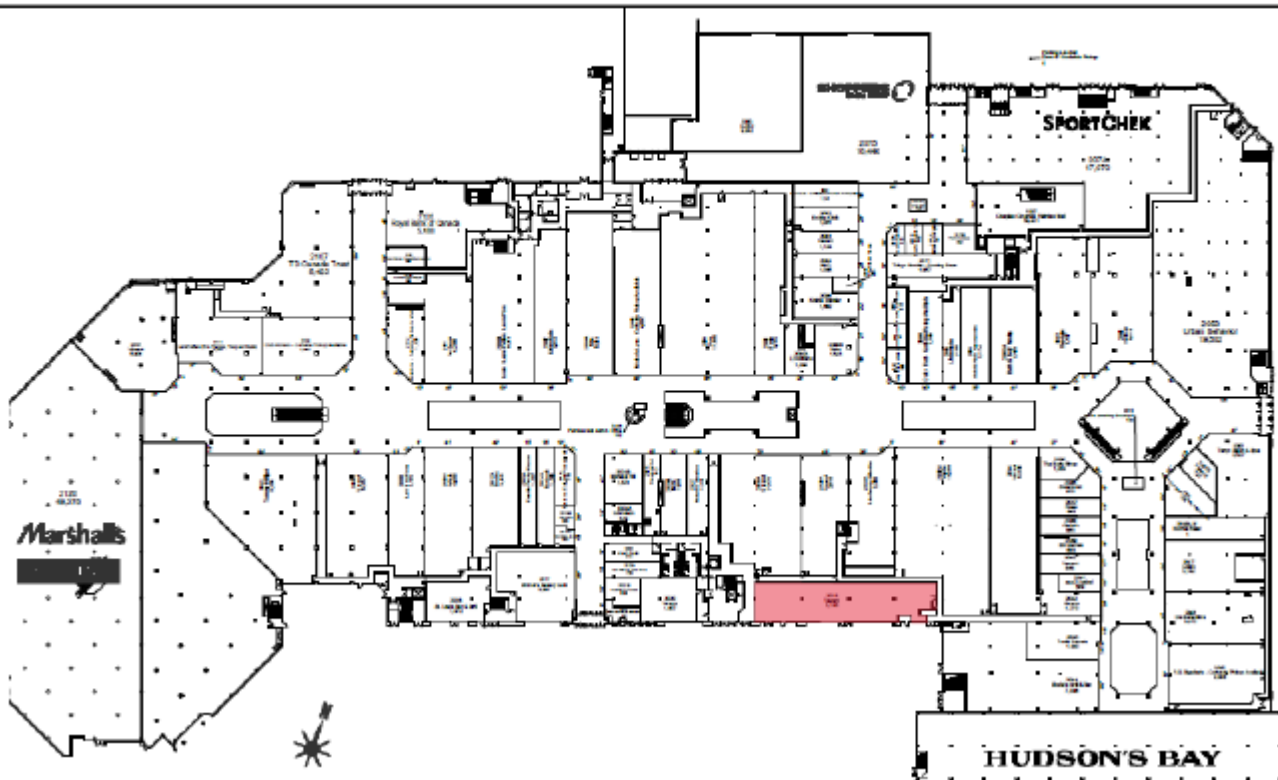
# Appendix "B1" – Fairview Mall Location Map



Fairview Mall Plan of Licensed Area

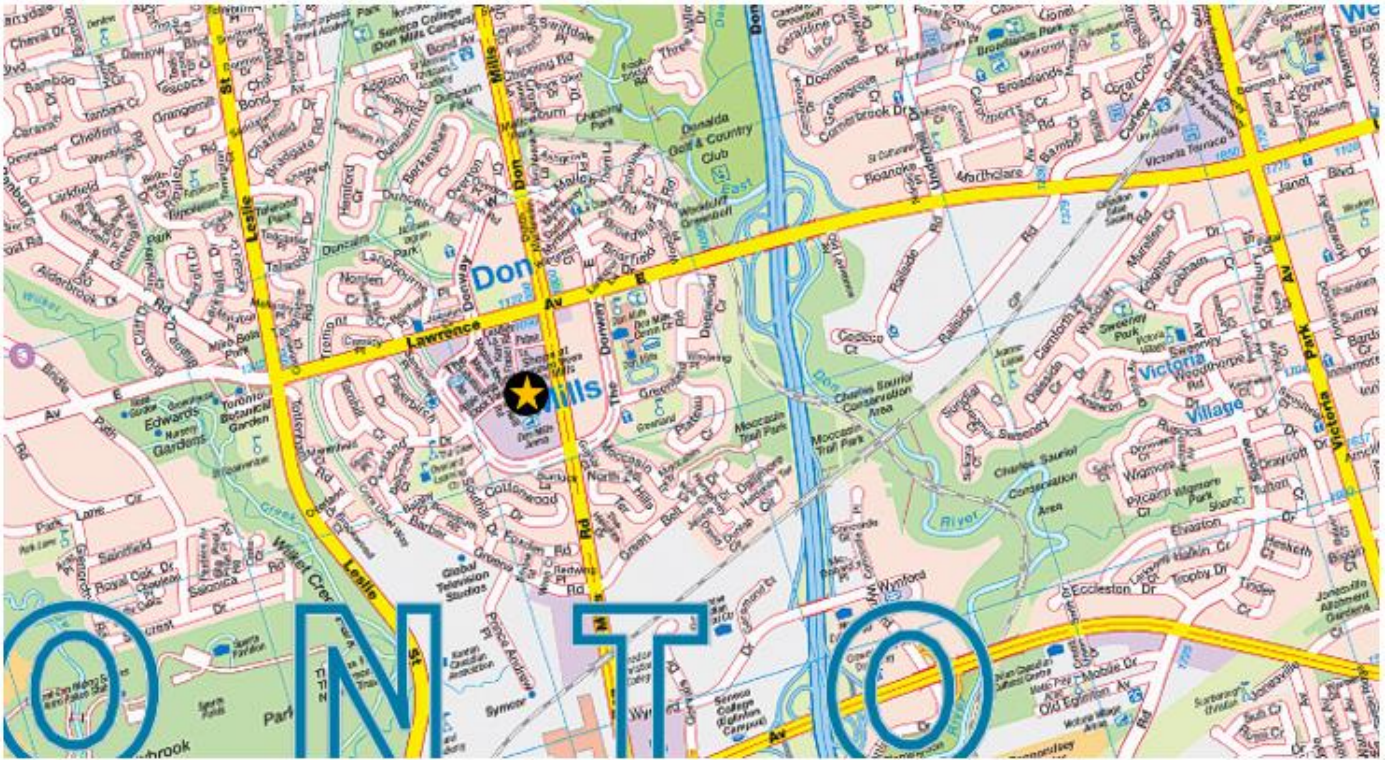
CF FAIRVIEW MALL  
UPPER LEVEL / NIVEAU SUPÉRIEUR

**CF** Cadillac  
Fairview





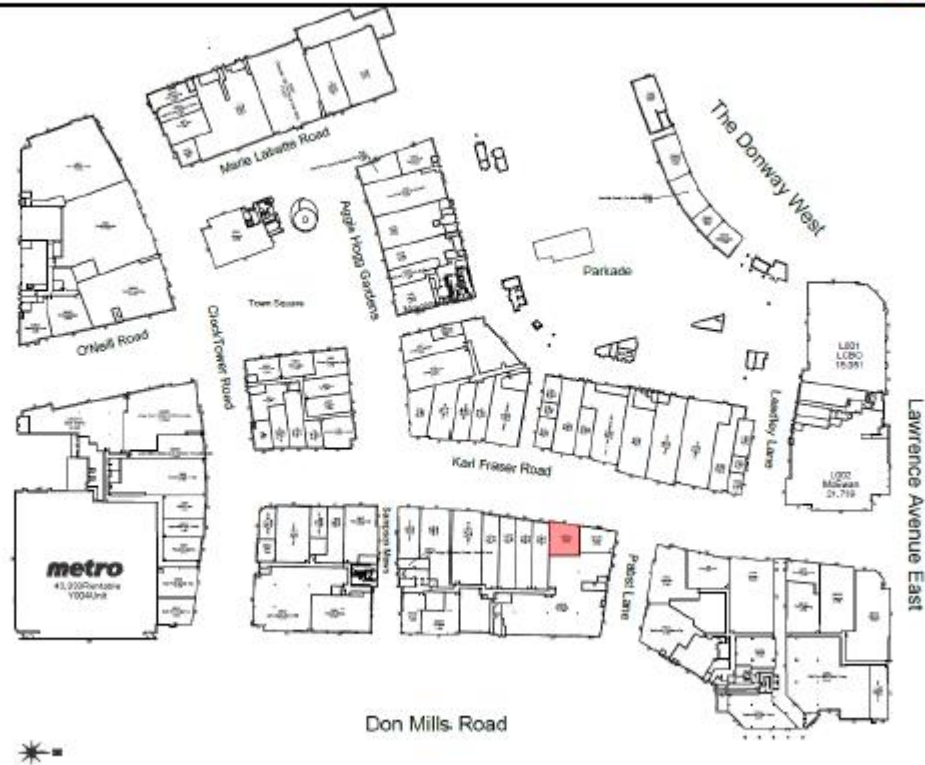
## Appendix "B2" – Shops at Don Mills Location Map



## Shops at Don Mills Plan of Licensed Area

CF SHOPS AT DON MILLS  
GROUND / NIVEAU PRINCIPAL

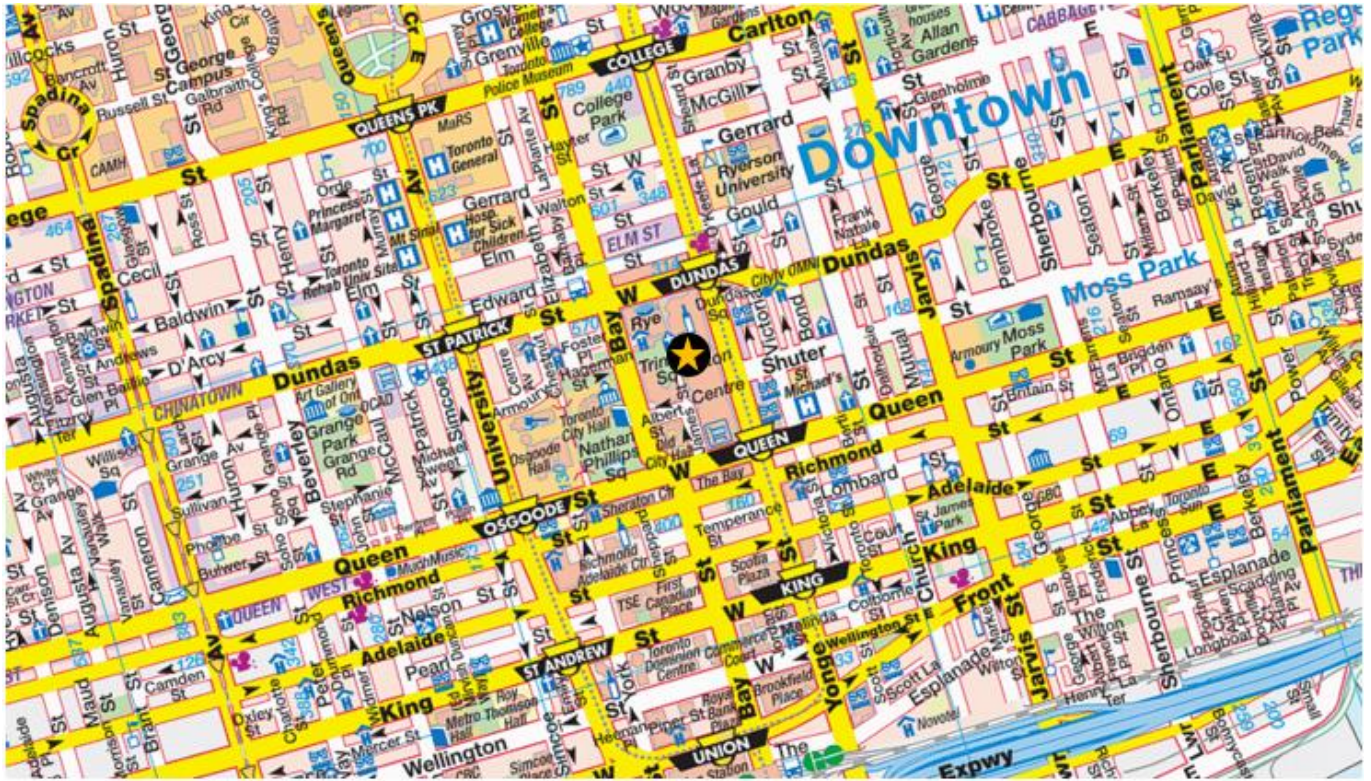
**CF** Cadillac  
Fairview



1:10000 and dimensions are approximate. For the current version, see the project website.

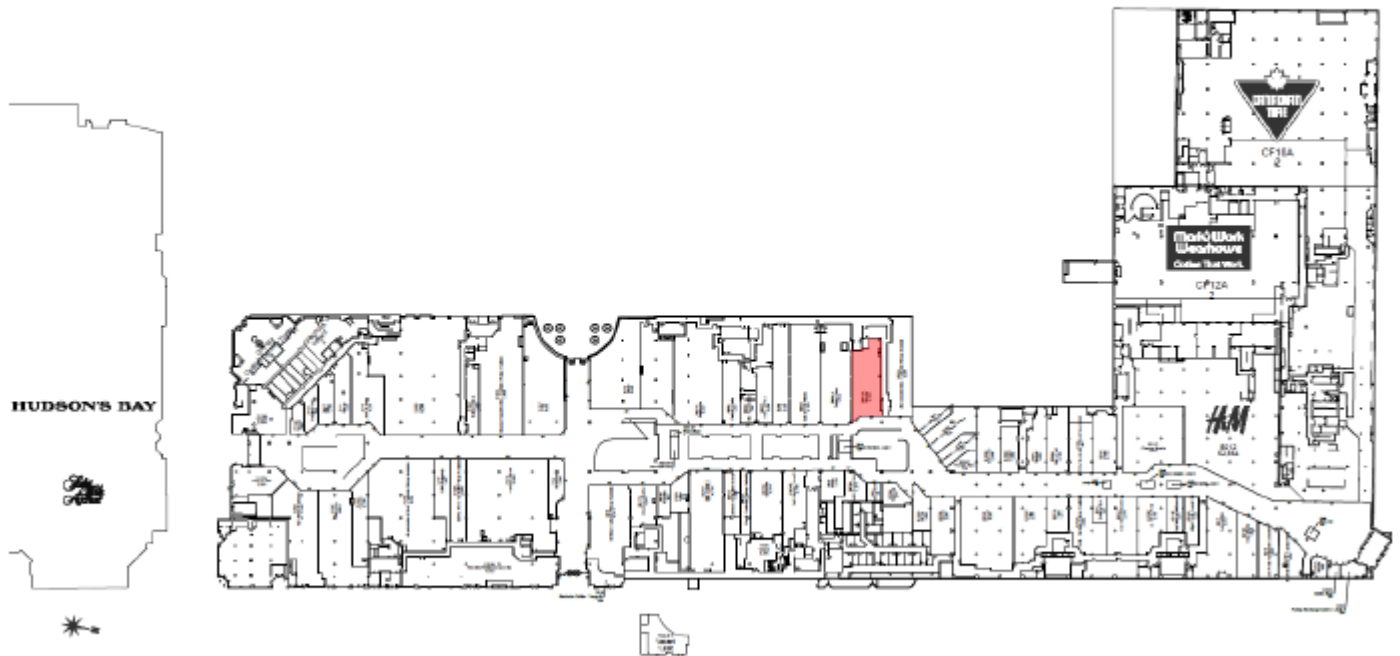


Appendix "B3" – Toronto Eaton Centre Location Map



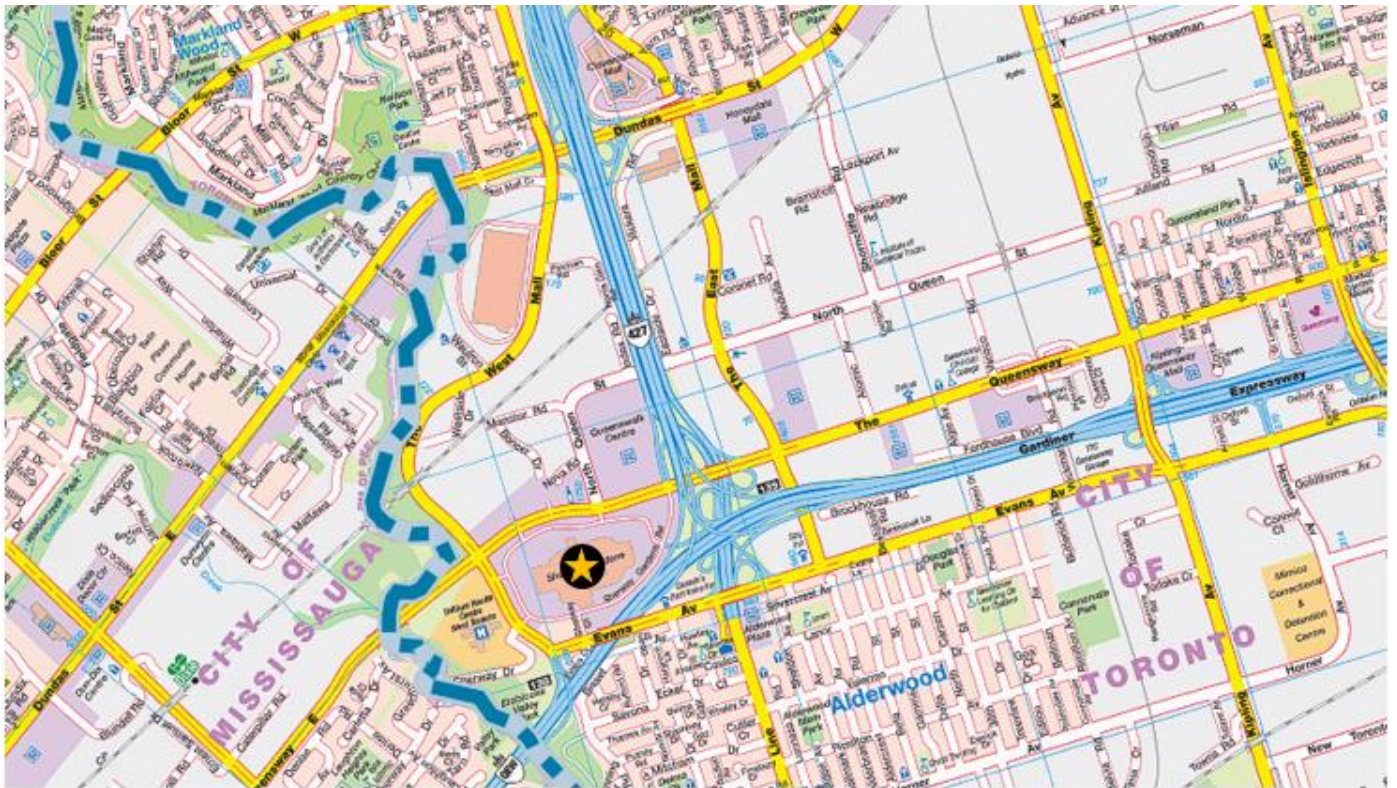
Toronto Eaton Centre Plan of Licensed Area

CF TORONTO EATON CENTRE  
LEVEL 2 / NIVEAU 2





## Appendix "B4" – Sherway Gardens Location Map



## Sherway Gardens Plan of Licensed Area

CF SHERWAY GARDENS  
LEVEL 1 / NIVEAU 1

**CF** Cadillac  
Fairview

