

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

TRACKING NO.: 2021-221

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

Prepared By:	Trixy Pugh	Division:	Corporate Real Estate Management
Date Prepared:	October 6, 2021	Phone No.:	(416) 392-8160

<b>Purpose</b>	To obtain authority to enter into a letter Permission to Enter Agreement (the " <b>Licence</b> ") with 820 Church Inc. (the " <b>Licensor</b> ") with respect to the property municipally known as 820 Church Street, Toronto to permit preconstruction condition surveys and vibration monitoring (the " <b>Work</b> ") in connection with the Toronto Transit Commission (the " <b>TTC</b> ")'s Bloor-Yonge Capacity Improvement Project (the " <b>Project</b> ").
<b>Property</b>	The property municipally known as 820 Church Street, Toronto, legally described as Part of Lot 3 on Plan 682, Toronto as in CT486179; City of Toronto, shown on the location map attached hereto as Appendix "A" (the " <b>Property</b> ").
<b>Actions</b>	1. Authority be granted to enter into the Licence with the Licensor, substantially on the major terms and conditions set out below, and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City solicitor.
<b>Financial Impact</b>	There is no financial impact associated with the proposed Licence. The Licence will be at nominal consideration.  The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	The Bloor-Yonge Capacity Improvement Project is a critical component of addressing capacity constraints on Line 1, and is expected to ameliorate impacts on the Bloor-Yonge Station from projected growth in the City of Toronto and surrounding jurisdictions, planned transit expansion programs as well as the expected higher density in the area.  As part of the Project, TTC will be constructing a new permanent alternative station entrance, emergency egress and an electrical substation at Bloor-Yonge Station. In order to facilitate the construction of the Project and help protect the Property, TTC is to carry out the following work on the Property:  1. Vibration monitoring: Vibration monitors are affixed within the structure on the Property to detect potential movement of the structure during the construction of the Project. The vibration monitors will be installed at locations within the Property acceptable to both the Owner and the City. Readings from the vibration monitors are collected remotely, and the vibration monitors will be removed when the Project is complete.  2. Condition surveys: A survey of the interior of the Property is carried out before and after construction of the Project. Each survey takes a few hours to complete and involves taking notes, photographs and/or video. No structural testing is required nor will structural testing be performed.
<b>Terms</b>	Continued on page 4

<b>Property Details</b>	<b>Ward:</b>	11 – University-Rosedale
	<b>Assessment Roll No.:</b>	1904-10-1-050-01400
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	480 m <sup>2</sup> ± (5,167 ft <sup>2</sup> ±)
	<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/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 &amp; Parks &amp; 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><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/REOIs.</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:	Mike Layton	Councillor:	
Contact Name:	Mike Layton	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	No objections (July 26, 2021)	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	TTC	Division:	<b>Financial Planning</b>
Contact Name:	Jeremy Dixon	Contact Name:	Patricia Libardo
Comments:	Incorporated into DAF (August 5, 2021)	Comments:	Incorporated into DAF (August 5, 2021)

**Legal Services Division Contact**

Contact Name:	Aiden Alexio (August 24, 2021)
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DAF Tracking No.: 2021-221	Date	Signature
Concurred with by: <b>Manager, Real Estate Services Ronald Ro</b>	Oct. 6, 2021	Signed by Ronald Ro
<input type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Vinette Prescott-Brown</b>	Oct. 6, 2021	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: <b>Director, Real Estate Services</b>		X

<b>Terms</b>	<p><b>Term</b> – Ten (10) years, commencing on September 1, 2021 and expiring on August 31, 2031.</p> <p><b>Licence Fee</b> - nominal</p> <p><b>TTC as City Agent</b> – In accordance with Chapter 279 of the City of Toronto Municipal Code, the Council of the City of Toronto set out that the acquisition of licence rights for TTC shall be directed through the City of Toronto Real Estate Approval Process. The City permits the TTC as an agent of the City to undertake and fulfill any obligation, covenant or requirement of the City arising in respect of the Licence.</p> <p><b>Early Termination</b> – The City shall have the right to terminate the Licence upon giving at least forty-eight (48) hours written notice thereof to the Licensor.</p> <p><b>Development Application</b> – the Property is currently subject to a development application, being Planning Application Number 20 232820 STE 11 OZ, which if approved may lead to the demolition of the existing one storey building on the Property. Subsequent to the grant of any demolition permit in relation to the Property, but at least thirty (30) days' prior to any planned demolition, the Licensee agrees to provide the City with notice of such demolition. In the event that such notice is delivered, the City shall be permitted to remove the vibration monitors from the Property and terminate this agreement, at the City's sole discretion.</p> <p><b>Restoration</b> – At the expiration or early termination of the Licence, the City will, at its sole cost and expense, repair any damage to the Property caused in installation of the vibration monitors in a good and workmanlike manner.</p> <p><b>Indemnity</b> – The City will indemnify and save the Licensors harmless from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or other loss or injury whatsoever arising from or out of or as a result of the rights granted to the City by the Licence or the carrying out of the Work by the City (or any of its employees, agents, invitees, contractors, or contractor's workers), save and except to the extent such loss, injury or damage results from any wilful misconduct, negligent act or omission of the Licensor or those for whom the Licensor is in law responsible. This provision will survive the expiration or early termination of this letter agreement.</p> <p><b>Assumption Agreement:</b> The owner agrees that it will not convey by way of deed, transfer, or grant or assign or exercise a power of appointment or enter into an agreement of purchase and sale in respect of the Property or any portion thereof, or enter into any other agreement or lease, which has or could have the effect of granting the use of or right in the Property, or any portion thereof, directly or by entitlement to renewal for a period of twenty-one years or more, unless the owner requires the proposed purchaser, transferee, grantee, assignee, lessee, or such other person who would be entitled to the benefits of such agreements or transactions referred to above, as the case may be, to execute and deliver to the City an agreement with the City, satisfactory in form and content to the solicitor for the City, requiring such person to agree to assume and to be bound by the terms of the letter agreement.</p>
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Appendix "A": Subject Property Location Map

