

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

**TRACKING NO.: 2021-170**

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

<b>Prepared By:</b>	Mark Gunaratnam	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	July 26, 2021	<b>Phone No.:</b>	416-392-2598

<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Agreement") between the City of Toronto (the "City") and Bloor Riverview Residences Corp. (the "Licensee") to permit the Licensee to construct and install temporary tiebacks, H-piles and their concrete bases (collectively "Tie-Backs") beneath a portion of City-owned land, (the "Licensed Area"), to stabilize the excavation and construction of the adjacent exterior foundations and/or walls of their development project.
<b>Property</b>	17 Riverview Gardens, Toronto, Ontario, legally described as PT BLK F PL 2293 TWP OF YORK; PT BLK B PL 2011 TWP OF YORK; PT BLK K PL 2705 TWP OF YORK; PT LT 27-31 PL 2802 TWP OF YORK; TORONTO (YORK), CITY OF TORONTO, being all of PIN 10524-0199 (R) (the "City Lands"), more particularly described and shown in the location map attached hereto as Appendix "B" and the sketched attached hereto as Appendix "C".
<b>Actions</b>	1. Authority be granted to enter into the Agreement, substantially on the terms and conditions set out in Appendix "A" with such revisions thereto and any other or amended terms and conditions as may be determined by the Director of Real Estate Services, and in a form acceptable to the City Solicitor;
<b>Financial Impact</b>	The City will receive compensation from the Licensee of a one-time license fee of \$475,000.00 (plus HST), payable on the Licensee's execution of the Agreement. Revenue generated from this transaction will be directed to the 2021 Council Approved Operating Budget for Toronto Parking Authority (TPA).  The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
<b>Comments</b>	The Licensee requested permission to construct and install temporary Tie-Backs beneath the Licensed Area, having an approximate sub-surface area of 7,603.41 square feet, identified as the Licensed Area in Appendix "C" attached.  Following the expiry of six (6) months from the date of completion of construction of the ground floor slab of the Project, the Tie-Backs will no longer be required and, at that time, any or all of the Tie-Backs can be de-stressed and removed from the Licensed Area by the City.  City staff consider the proposed Agreement to be fair and reasonable to both parties.
<b>Terms</b>	Please see page 4: Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	4 – Parkdale-High Park
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	706.38 m <sup>2</sup> ± (7,603.41 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 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 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><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:	Gord Perks	Councillor:	
Contact Name:	Christopher Haskim (Executive Assistant)	Contact Name:	
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 type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Objection (June 8, 2021)	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Toronto Parking Authority	Division:	<b>Financial Planning</b>
Contact Name:	Darcy Watt (Planning Intern, ABC) / Patricia Pearsall-Mills (Senior Planning & Policy Analyst, Toronto Parking Authority)	Contact Name:	Patricia Libardo
Comments:	Comments Incorporated (June 25, 2021)	Comments:	Comments Incorporated (June 25, 2021)

**Legal Services Division Contact**

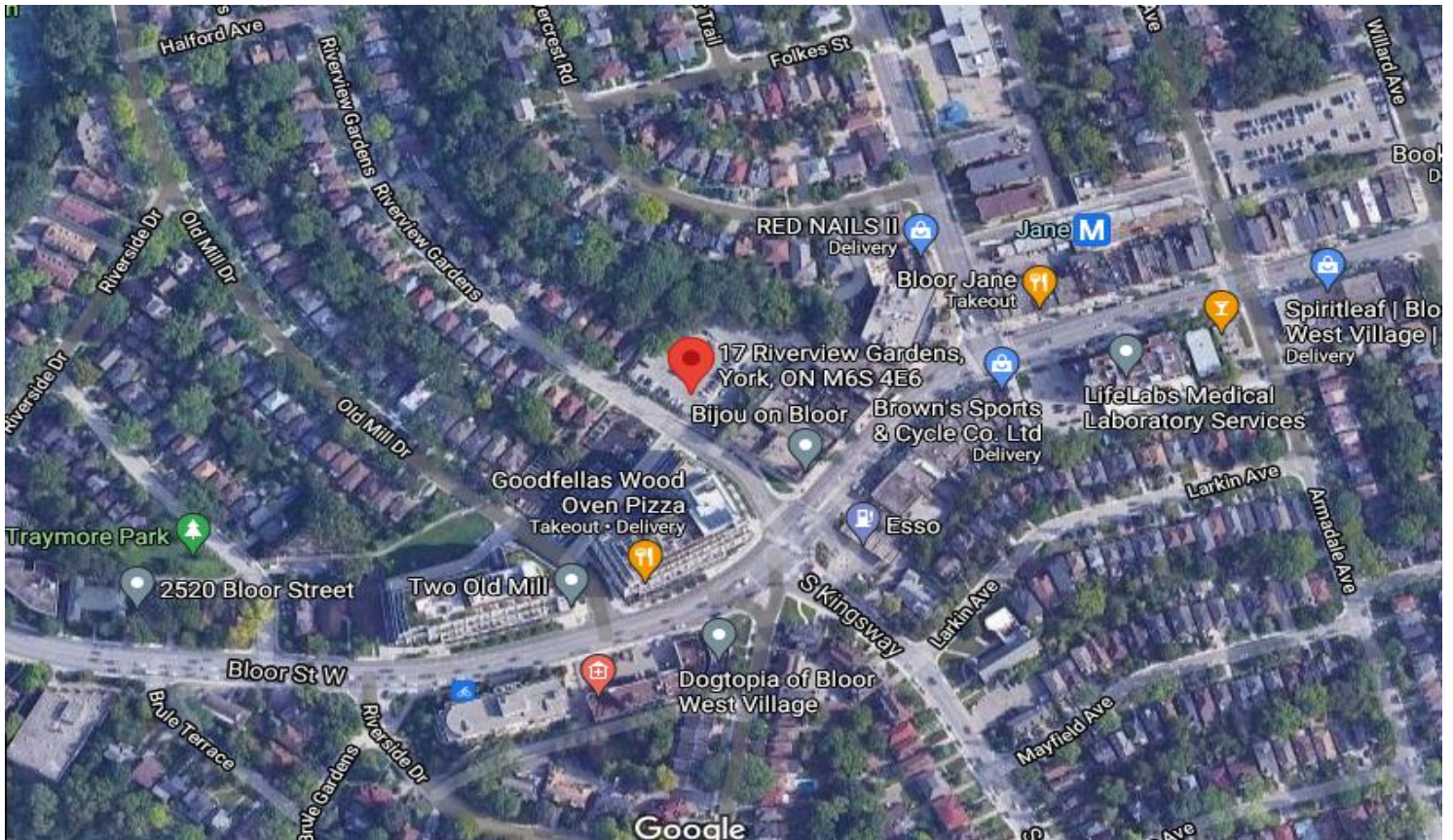
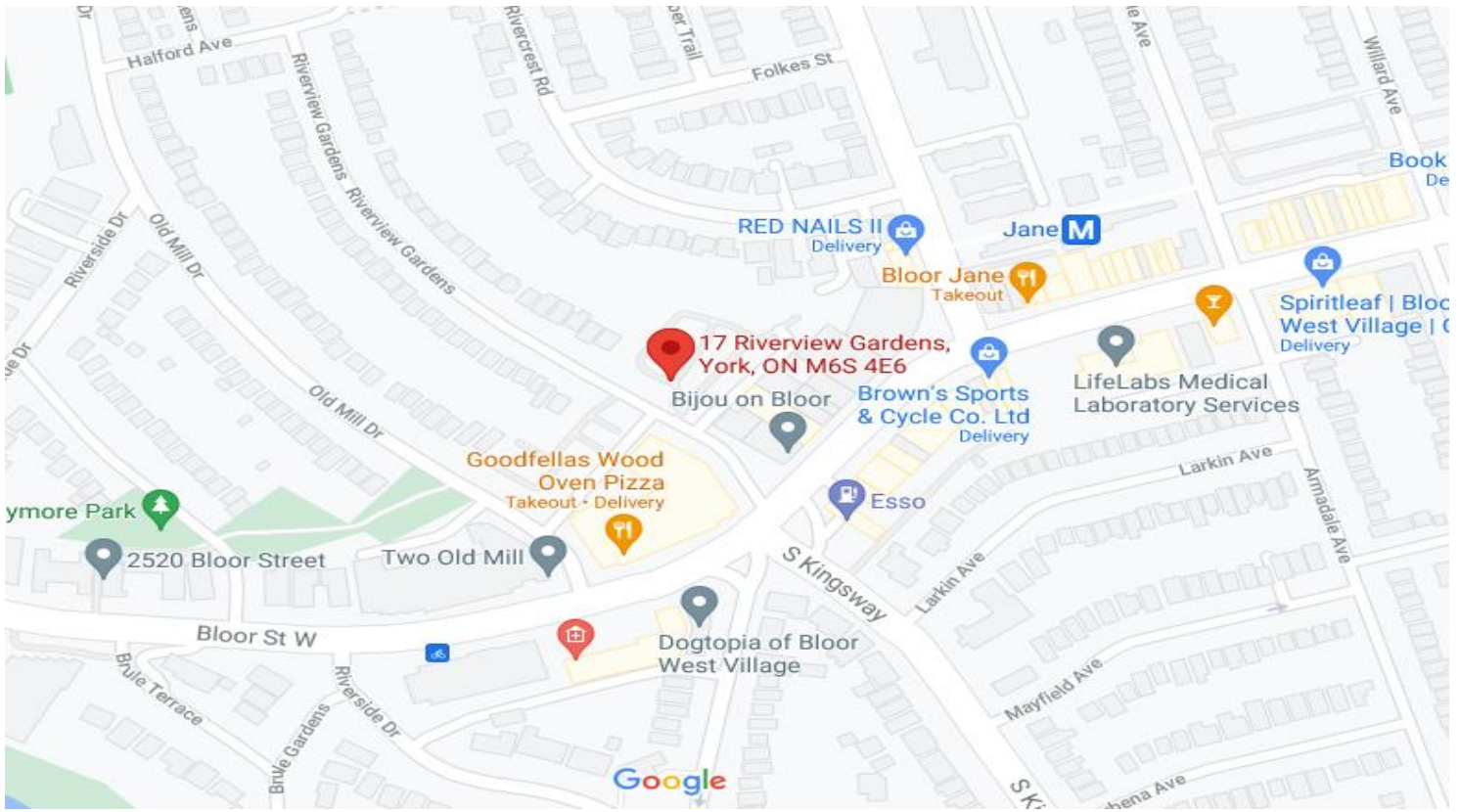
Contact Name: Amna Shakil (July 5, 2021)

DAF Tracking No.: 2021-170	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services</b> <b>Daran Somas</b> <input type="checkbox"/> Approved by:	Aug 5, 2021	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services</b> <b>Alison Folosea</b>	Aug 13, 2021	Signed By: Alison Folosea

Appendix "A"- Term SheetTie-Back and Shoring Licence Area

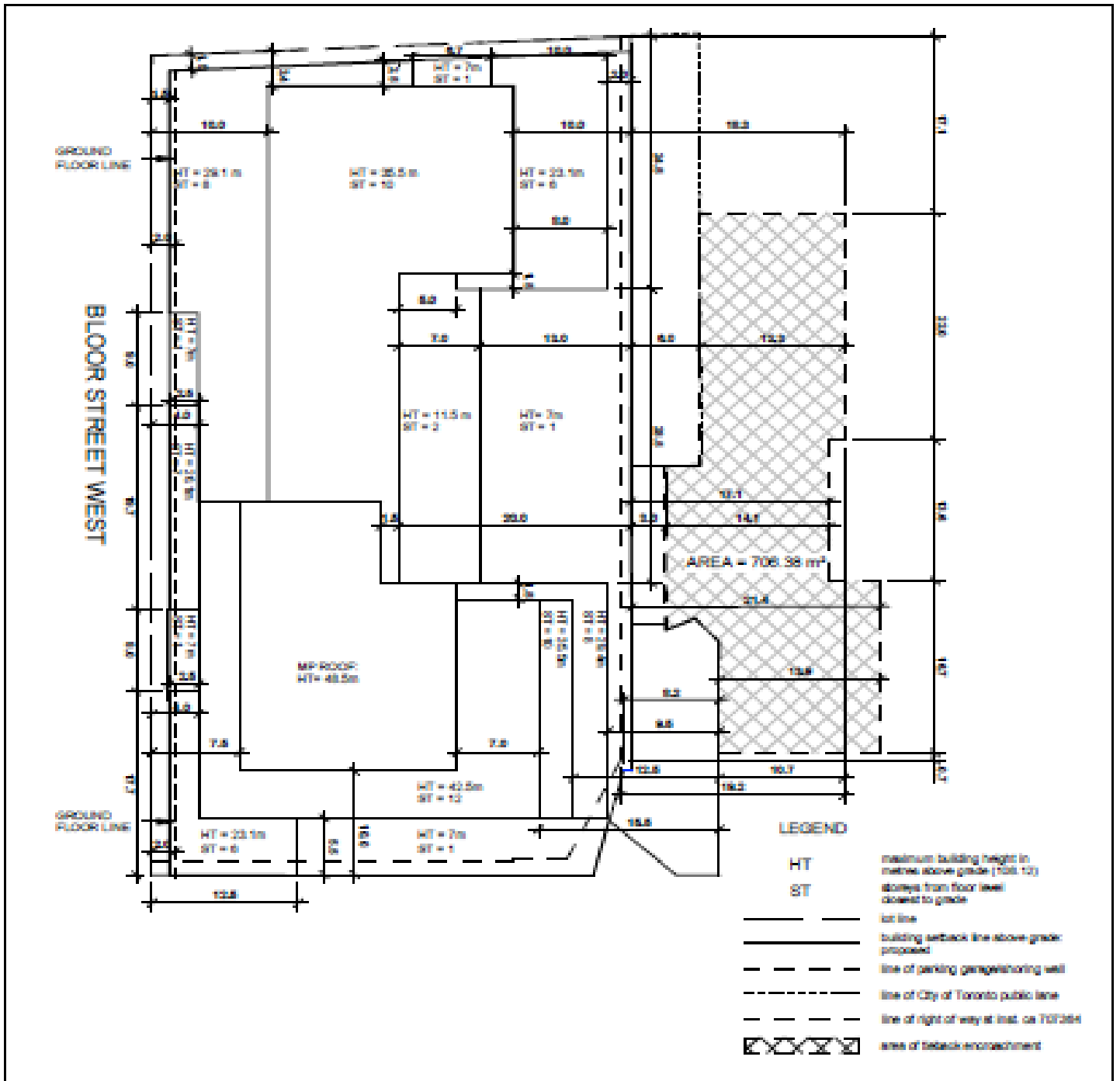
1. **Term-Start:** Date of execution of the agreement by the City of Toronto ( the "Commencement Date").
2. **Expiration of Term:** The Licence will expire on the earlier of:
  - (a) six (6) months following the Slab Completion Date; and
  - (b) 48 months following the Commencement Date.
3. **License Fee:** One-time fee of \$475,000.00 plus HST payable on the Licensee's execution of the Agreement.
4. **Use:** To permit the Licensee to construct and install temporary tie-backs, H-piles and their concrete bases (collectively "Tie-Backs") beneath a portion of the City Lands having an approximate sub-surface area of 706.38 square meters, shown on Appendix "C".
5. **TTC Construction Agreement:** Licensee shall not commence any work unless and until the Licensee has satisfied all TTC technical review procedures and has entered into a construction agreement with TTC, in form and content satisfactory to the TTC.
6. **Restoration:** Upon completion of the exterior foundations and/or walls of the Development, on the Development Lands, to restore the Licensed Area as nearly as possible to its condition immediately prior to the Commencement Date.
7. **TPA Operations:** If any parking spot on the City Lands is obstructed during the Licensee's Work, the Licensee will immediately restore the parking spot, and will pay the City per day per parking spot during the period the parking spot is obstructed.
8. **Fence:** the Licensee will install six (6) feet tall chain-link fence with wind fabric on the Development Lands to minimize the dust on the City Lands and to prevent vehicles from moving between the Development Lands and the City Lands.
9. **De-Stressing and Removal of Tiebacks:** can be de-stressed and removed by the City (6) months after completion of construction of the ground floor slab of the Development.
10. **Insurance:** The Licensee will be required to provide Comprehensive General Liability in the amount of \$10 million per occurrence for bodily injury (including death) and property damage. The City and TPA will be added as an additional insured.
11. **Indemnity:**  
The Licensee hereby covenants and agrees to indemnify and save the City, TPA and the TTC and its property harmless from and against any and all liabilities, claims, losses, demands, expenses, actions, injuries, damages, causes of action and costs (hereafter the "Claims") whatsoever arising out of or in connection with the Licensee's occupancy or use of the Licensed Area or any operation or work on the Licensed Area.

Appendix "B" - Location Map





Appendix "C" – Licensed Area



**Quadrangle**

Quadrangle Architects Limited  
 901 King Street West, Suite  
 701 Toronto, ON M5V 3A5  
 t 416 596 1340  
 www.quadrangle.ca



BUJO  
 2440-2454 Bloor Street  
 West, Toronto, ON

DATE  
 2020-11-19

PROJECT REVISION  
 15050

DRAWN REVIEWED  
 LP LP

SCALE  
 1 : 500

North Tieback Diagram

**S-01**

Note: This drawing is the property of the Architect and may not be reproduced or used without the expressed consent of the Architect. The Contractor is responsible for checking and verifying all levels and dimensions and shall report all discrepancies to the Architect and obtain verification prior to commencing work.