



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

TRACKING NO.: 2023-066

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

Prepared By:	Desiree Picchiello	Division:	Corporate Real Estate Management
Date Prepared:	September 22 2023	Phone No.:	416-338-5028
<b>Purpose</b>	To obtain authority for the City of Toronto (the " <b>City</b> ") to enter into a crane licence agreement (the " <b>Agreement</b> ") with 110 Broadway Inc. (the " <b>Licensee</b> ") to permit access for 24 months (the " <b>Term</b> ") to the air space, approximately 88.3 m <sup>2</sup> (the " <b>Licensed Area</b> ", as shown in orange in Appendix "B"), above lands to be conveyed to the City by The R.W. One Hundred Development Corporation (the " <b>Conveyance Lands</b> ") once the City becomes its registered owner.		
<b>Property</b>	The Conveyance Lands is legally described as PT LT 10-11 PL 806 NORTH TORONTO AS IN CA669928; CITY OF TORONTO; TOGETHER WITH AN EASEMENT OVER PART LOT 13 PLAN 806 NORTH TORONTO AS IN EO106750 AS IN AT5562456, AND OVER PART LOT 13 PLAN 806 NORTH TORONTO AS IN CT84867 AS IN AT5562456, AND OVER LOT 12 PLAN 806 NORTH TORONTO AS IN AT5562456; SUBJECT TO AN EASEMENT IN FAVOUR OF LOT 12 PLAN 806 NORTH TORONTO AS IN AT5562468 AND IN FAVOUR OF PART LOT 13 PLAN 806 NORTH TORONTO AS IN EO106750 AS IN AT5562468 AND IN FAVOUR OF PART LOT 13 PLAN 806 NORTH TORONTO AS IN CT848679 AS IN AT5562468 on PIN 21136-0280 (LT).		
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into the Agreement between the City and the Licensee for the Licensed Area , substantially on the terms and conditions outlined herein, and on such other amended terms as may be satisfactory to the Director of Real Estate Services, and in a form acceptable to the City Solicitor;</li> <li>2. The Director of Real Estate Services or his or her designate shall administer and manage the Agreement, including the provision of any consents, approvals, waivers, notices, and notices of termination provided that the Director of Real Estate Services may, at any time, refer consideration of such matter to City Council for its determination and direction; and</li> <li>3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>		
<b>Financial Impact</b>	<p>The City shall receive a Total amount of Twenty Thousand Four Hundred and Fifty-Two Dollars (\$20,452.00) plus any harmonized sales tax for the Term.</p> <p>License fees are to be recorded as PF&amp;R revenue into cost centre P12271.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	The R.W. One Hundred Development Corporation, the registered owner of the Conveyance Lands, has agreed to convey the Conveyance Lands to the City free of encumbrances to the satisfaction of the City's Planning solicitor in order to pursue a development project known as Untitled Toronto Condos on the abutting lands. To facilitate the development, the Licensee has agreed to construct a parkette on the Conveyance Lands but has requested access to a portion of the air space for crane encroachment. PFR staff supports this proposal.		
<b>Terms</b>	See Appendix A		
<b>Property Details</b>	<b>Ward:</b>	15 - Don Valley West	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	293 m <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 checked="" 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 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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:	Jaye Robinson	Councillor:	
Contact Name:	Councillor_robinson@toronto.ca	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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:	Consented on 02/21/23	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	PF&R	Division:	<b>Financial Planning</b>
Contact Name:	Glenn Zeta	Contact Name:	Ciro Tarantino
Comments:	Approved on 08/23/23	Comments:	Approved on 09/25/23

**Legal Services Division Contact**

Contact Name:	Frank Weng
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DAF Tracking No.: 2023-066	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input type="checkbox"/> Recommended by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Approved by: Jennifer Kowalski	October 4, 2023	Signed by Jennifer Kowalski
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	October 13, 2023	Signed by Alison Folosea

**APPENDIX "A" - TERMS & CONDITIONS****LICENSEE:**

110 Broadway Inc.

**LICENSOR:**

City of Toronto

**AREA:**

Approximately 88.3 m<sup>2</sup> as shown in orange in Appendix "B"

**USE:**

To encroach within the Licensed Area, with the boom of a construction crane, the counter weight, hoisting load, or any other materials, equipment, or loads situated on lands abutting the Conveyance Lands

**TERM:**

Twenty-four (24) months (the "Term"), commencing on the later of

- i. The date the City and the Licensee execute this Agreement; and
- ii. The date that the City becomes the registered owner of the Conveyance Lands (the "Commencement Date"),

And ending twenty-four (24) months from the Commencement Date (the "Expiry Date").

**LICENSE FEE:**

The City shall receive a Total amount of Twenty Thousand Four Hundred and Fifty-Two Dollars (\$20,452.00) plus any harmonized sales tax for the Term.

**TERMINATION UPON DEFAULT:**

In the event that the Licensee fails to perform or observe any of the covenants, conditions or obligations contained in the Agreement or in the event that the insurance lapses for any reason, and the Licensee fails to remedy such Default within five business days of receiving a written notice of the Default from the City, the City may suspend the rights granted by this Agreement, or the City may terminate this Agreement

**INSURANCE:**

Comprehensive general liability insurance against all claims for bodily injury (including death) and for property damage in an amount of not less than \$20,000,000.00. The City shall also be named as an additional insured and shall provide for cross-liability.

**CONDITION:**

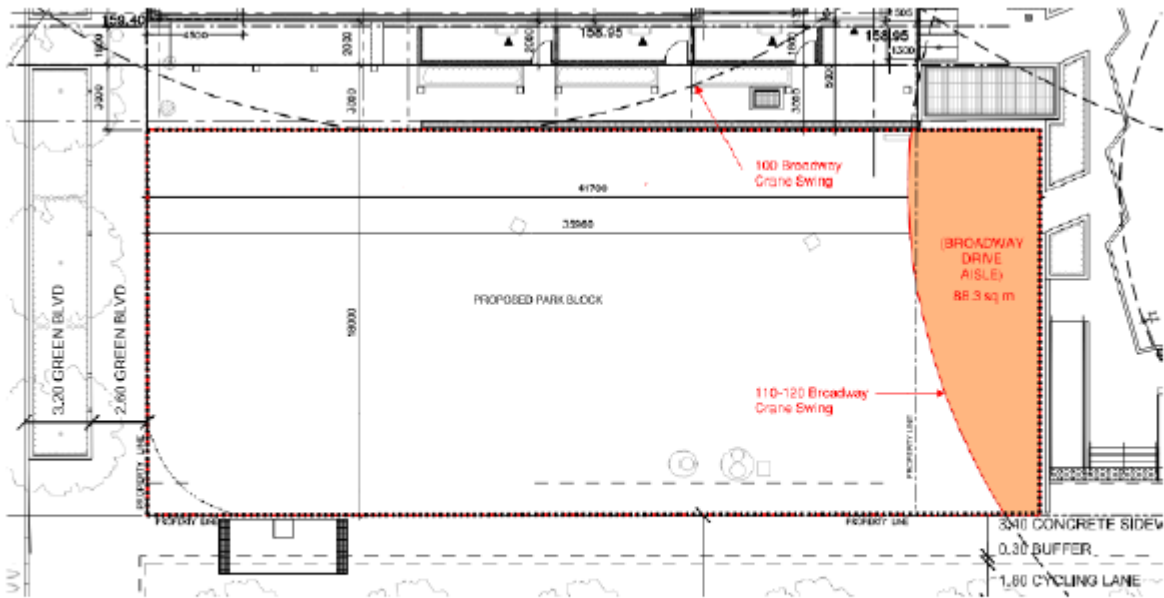
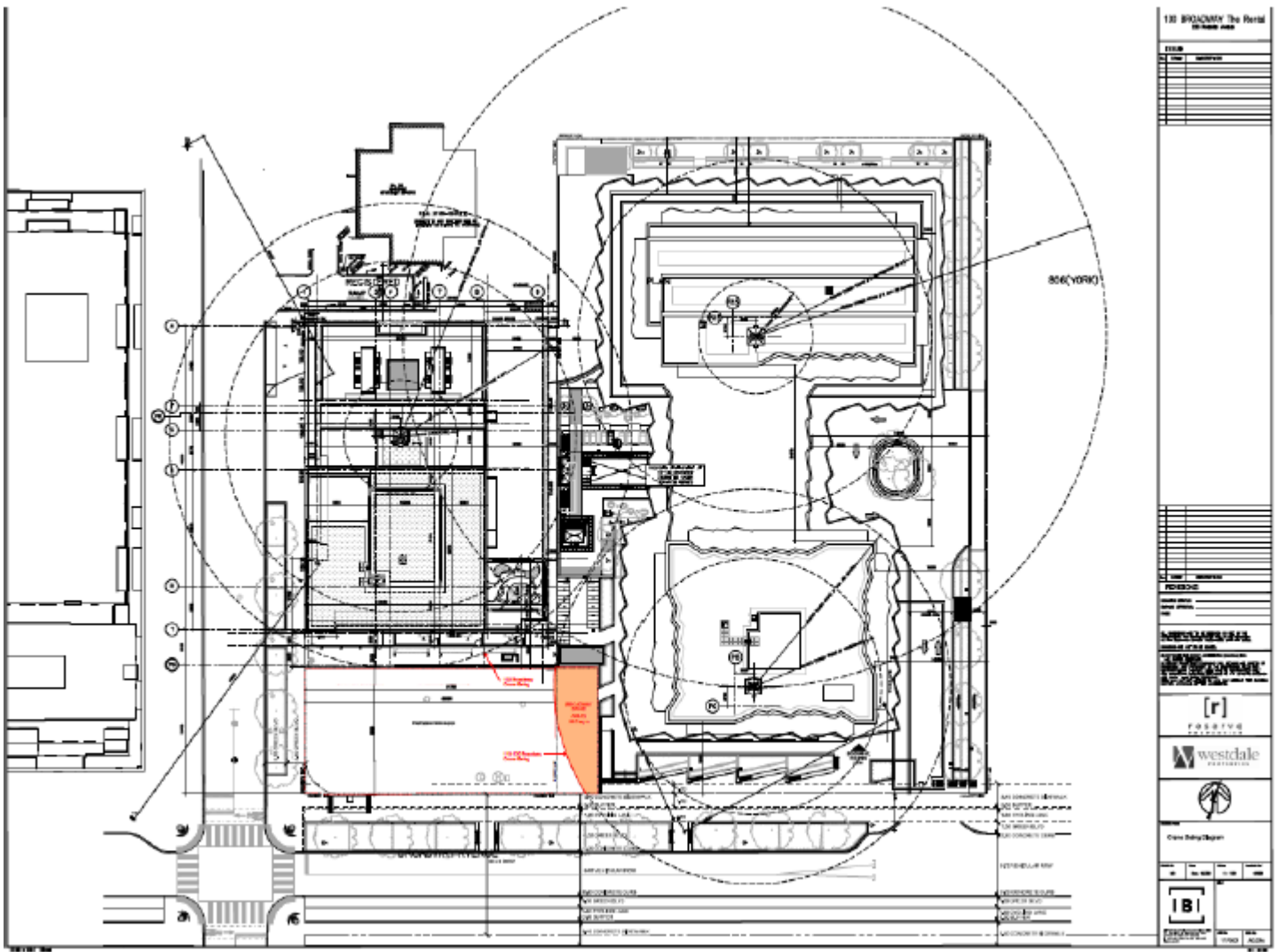
The Licensee shall maintain records of inspection reports respecting the initial set-up and commissioning of the Construction Crane, the daily use of the Construction Crane, and confirming that its operation is in compliance with this Agreement.

The Licensee shall instruct any third parties involved in the supply and operation of the Construction Crane, or any part thereof, to operate in accordance with all of the provisions.

The Licensee shall at all times keep and maintain in good repair, order and condition all parts of the Construction Crane, and any part of the crane which serves the Construction Crane. Any or all of the said maintenance work shall be carried out at the sole expense of the Licensee.

The City reserves the right to make random inspections of the Construction Crane at any time without notice to the Licensee.

**APPENDIX "B" – CRANE SWING LICENSED AREA**



Broadway Drive Aisle: 88.3 Sq M  
 Broadway Drive Aisle - Access to hoist for garbage removal & porta-pottie cleaning  
 100 Broadway Hoist Removal - July 2024 (1 Month after occupancy)

### APPENDIX "C" – LOCATION MAP

