



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

TRACKING NO.: 2025-262

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

Prepared By:	Joseph Sergnese	Division:	Corporate Real Estate Management										
Date Prepared:	August 7, 2025	Phone No.:	437-247-4742										
Purpose	To obtain authority to enter into a licence agreement with The Governing Council of the University of Toronto (the "Licensor") with respect to the property municipally known as 420 Huron Street, Toronto for the purpose of completing improvements to and continued use of the Huron Washington Parkette (the "Licence Agreement").												
Property	The property municipally known as 420 Huron Street, Toronto, legally described as Lots 10-12, 14-17, and 24-28 on Plan 449, Block on Plan 449; Reserve on Plan 449; Lots 9-10 on Plan 461; Lots 1, 2, 3 and 4 on Plan 641; Part of Lot 13 on Plan 449 as in EP61615 & EP154180; Lots 1-9 on Plan 449 except OP89545; s/t & t/w EP154180; s/t & t/w EP61615; s/t & t/w EP60400; t/w OP26508, City of Toronto, being all of PIN 21211-0047, (the "Property"), as shown on the Location Map in Appendix "B".												
Actions	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.												
Financial Impact	<p>The License Agreement is for nominal consideration.</p> <p>There is no financial impact.</p>												
Comments	<p>The Huron Washington Parkette Playground is a licensed park under the license agreement between University of Toronto (UOT) and the City of Toronto. The playground was removed by University of Toronto Schools (UTS) as part of their school expansion in 2020. This removal was part of the UTS Site Plan Control Application (SPA) No. 18 123996 STE 20 SA.</p> <p>A new licensed boundary for the Parkette was established through the Site Plan Application and was executed in a 2020 license agreement between UOT and the City. The 2020 executed agreement licensed area included 1110sm of softscape and 450sm playground area.</p> <p>This Amended and Restated License Agreement between the City of Toronto and the University of Toronto (U of T) allows for the redesign and construction of the Huron Washington Parkette Playground and continued use as a parkette.</p>												
Terms	Please see Appendix "A".												
Property Details	<table border="1"> <tr> <td>Ward:</td><td>11 – University-Rosedale</td></tr> <tr> <td>Assessment Roll No.:</td><td>N/A</td></tr> <tr> <td>Approximate Size:</td><td></td></tr> <tr> <td>Approximate Area:</td><td>550 m²</td></tr> <tr> <td>Other Information:</td><td>N/A</td></tr> </table>			Ward:	11 – University-Rosedale	Assessment Roll No.:	N/A	Approximate Size:		Approximate Area:	550 m ²	Other Information:	N/A
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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 & Parks & 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>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/REOs.</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 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 checked="" 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:	Dianne Saxe	Councillor:	
Contact Name:	Dianne Saxe	Contact Name:	
Contacted by:	<input checked="" 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	Comments:	

Consultation with Divisions and/or Agencies

Division:	P&R	Division:	Financial Planning
Contact Name:	Tonya Crawford	Contact Name:	Ciro Tarantino
Comments:	Concurred	Comments:	No objections

Legal Services Division Contact

Contact Name: Lisa Strucken

DAF Tracking No.: 2025-262	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Josie Lee	August 11, 2025	Signed by Josie Lee
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Aug 11, 2025	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Licensed Area:	550 m ²
Licence Fee:	Nominal
Term:	Twenty (20) years commencing August 1, 2025 and expiry on July 31, 2045
Options to Renew:	There is no option to renew.
Use:	<p>The Licensor hereby grants to the Licensee a non-exclusive license (the "License") to the Licensed Premises, on the terms and conditions set out herein, solely for the purposes of (i) use as a public park; (ii) design of the playground equipment and furnishings, such as play structures, benches, water bottle fill station, games table(s), entrance/exit gate, signs and waste bins, all in consultation with the Licensor as detailed herein (collectively, the "Playground Equipment"); (iii) construction of the Playground Equipment; (iv) inspecting and maintaining the Playground Equipment; (v) surfacing the Licensed Premises, (vi) all maintenance and repair, of and on the Licensed Premises, including the Playground Equipment and including without limitation, existing Roof drains that drain to the Building and Underground Structure within the Licensed Premises up to the first metre of pipe depth; and (vi) maintenance of all existing trees, shrubbery and greenery, including mulching within the Licensed Premises.</p> <p>Furthermore, from the Commencement Date until June 1, 2026, the Licensor grants to the Licensee the non-exclusive right to access those portions of the Huron-Washington Parkette outside of the Licensed Premises solely for the following purposes on the terms and conditions set out herein, at the Licensee's sole cost and expense, in accordance with drawings approved by the Licensor, and to the sole satisfaction of the Licensor, acting reasonably:</p> <p>(a) construction and installation of (A) an irrigation system (including new irrigation lines), and (B) new electrical line and bollard lighting along the west pathway of the Huron Washington Parkette, including all required electrical services, in order to provide irrigation and lighting to the sole satisfaction of the Licensor, acting reasonably (together, the "Lighting and Irrigation System"). Notwithstanding the foregoing, the parties agree that the Licensee shall not be responsible for the maintenance, repair, and replacement (as required) of the Lighting and Irrigation System;</p> <p>(b) construction, installation, maintenance, replacement, and repair of (A) new fencing along the perimeter of the Huron Washington Parkette, and (B) signage for the Huron-Washington Parkette (together, the "Perimeter Fencing and Signage"); and</p> <p>(c) planting and installation of trees, shrubbery, greenery, other vegetation, and sodding areas disturbed by the Licensee's Works (the "Vegetation") within the Huron-Washington Parkette. The Licensee agrees to repair or replace any dying, damaged, pest-ridden, and/or defective Vegetation at its sole cost for two (2) years after planting and installation.</p> <p>(collectively, the "Licensee's Works")</p>
Insurance:	The Licensee will maintain comprehensive general liability insurance against bodily injury and property damage on an occurrence basis insuring all operations and activities of the Licensee, including the Licensee's Work in an amount not less than \$5,000,000 combined single limit and with form, terms and provisions acceptable to Licensor, acting reasonably.
Early Termination:	There is no early termination option.

Appendix "B"

Location Map

