



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

TRACKING NO.: 2025-352

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:	November 5 2025	Phone No.:	416-338-5028
Purpose	To obtain authority for the City of Toronto, as the tenant and The Toronto Transit Commission (the "TTC") as the owner of lands at 1125 Danforth Ave (the "Burdened Lands"), to enter into a limiting distance agreement (the "Agreement") with 1117 DANFORTH DEVELOPMENT NP (the "Developer"), the owner of 1117 Danforth Ave (the "Benefitted Property"), to facilitate the construction of an extension of a condominium building with certain unprotected openings on the Benefitted Property near the eastern property line of the Burdened Lands.		
Property	The Agreement accrues to the benefit of the property municipally known as 1117 Danforth Ave and legally described as LT 16-17 PL 740 CITY EAST; CITY OF TORONTO; being all of PIN 210471056 (the "Benefitted Property") and imposes a burden on the City-tenanted property municipally known as 1125 Danforth Ave, Toronto, legally described as LT 18-20 PL 740 CITY EAST; CITY OF TORONTO, being all of PIN 210471057, (the "Burdened Lands"), both as shown on the Location Map in Appendix "B".		
Actions	Authority be granted for the City, in its capacity as the owner of the Burdened Lands, to enter into the Agreement with the Developer, 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>There is no financial impact as the fair market value requirement has been waived by council through 2024.MM22.29.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information</p>		
Comments	<p>The development at the Benefitted Property is an affordable housing project by the Developer.</p> <p>In 2024.MM22.29 Council approved an exemption for the fair market value requirement of the Agreement and all other ancillary construction licences required by the Developer for the build out of the affordable housing project.</p> <p>The Developer has secured the necessary zoning approvals and submitted a building permit application for the project. This Agreement is an option under the Ontario Building Code to satisfy the fire mitigation measures whose alternative would otherwise be overly burdensome and costly.</p> <p>The proposed major terms and conditions of the Agreement are considered to be fair and reasonable.</p> <p>The Chief Building Official to approve and sign the Agreement as an expression of the City's regulatory authority under the Building Code Act pursuant to the authority delegated under Chapter 363.</p>		
Terms	See Appendix "A"		
Property Details	Ward:	14 – Toronto-Danforth	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	250 m ² ± (2,691 ft ²)	
	Other Information:		

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 checked="" 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 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:	Paula Fletcher	Councillor:	
Contact Name:	Councillor_fletcher@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:	Consulted	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Building	Division:	Financial Planning
Contact Name:	Cedric Barrera	Contact Name:	Karen Liu
Comments:	Consulted	Comments:	Consulted

Legal Services Division Contact

Contact Name: Stephanie Furlan

DAF Tracking No.: 2025-352	Date	Signature
Concurred with by: Manager, Real Estate Services Josie Lee	Nov. 10, 2025	Signed by Josie Lee
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Devi Mohan	Nov 11, 2025	Signed by Devi Mohan
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

Appendix "A"

Major Terms and Conditions

Limiting Distance Area: Approximately 250 m2 on the Burdened Property.

Fee: Nominal pursuant to Item 2024.MM22.29,

City covenants: TTC, in its capacity as owner of the City Property, covenants and agrees that it shall not construct or permit the construction of a building on the area designated as Part 2 on Plan 66R-34796 attached on Schedule "C", as more particularly outlined in red on the drawing in Schedule "D" (collectively, the "Limiting Distance Area"). The TTC further covenants and agrees for the benefit of the Benefited Property that the TTC shall not construct or permit the construction of a building on the City Property unless the easterly limit established by the Limiting Distance Area is used to measure its limiting distance and to determine the permitted area of unprotected openings. This covenant runs with the land and is binding on all subsequent owners.

Developer covenants: The Developer shall not construct a building on the Benefited Property unless the easterly limit established by the applicable Limiting Distance Area is used to measure its limiting distance and to determine the permitted area of unprotected openings. This covenant runs with the land and is binding on all subsequent owners.

Registration: This Agreement will be registered against the title to the Benefited Property and the City Property, in a form satisfactory to the City Solicitor, with all costs associated with such registration to be borne by the Developer.

Indemnity: Developer will fully indemnify TTC, the City and each of its elected officials, officers, employees and agents (the "**Indemnified Parties**") of, from and against all manner of actions, suits, claims, executions and demands which may be brought against or made upon the Indemnified Parties, from all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Indemnified Parties, by reason of, or on account of, or in consequence of the entering into of this Agreement or any breach thereof, and will pay to the Indemnified Parties on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Indemnified Parties in consequence of any such action, suit, claim, lien, execution or demand.

Release: The Developer releases TTC, the City and each of its elected officials, officers and employees and agents ("**Released Parties**") of, from and against all manner of actions, suits, claims, executions and demands which could be brought against or made upon the Released Parties and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Developer by reason of, or on account of, or in consequence of the fulfillment of its obligations or exercise of its powers under this Agreement. Such release shall include, but not be limited to, any harm, destruction or mishap that occurs to the Benefited Property as a result of being adjacent to the City Property.



