



DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2025-291

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

Prepared By:	Rocchina Zambri	Division:	Corporate Real Estate Management
Date Prepared:	September 12, 2025	Phone No.:	416-338-2995

Purpose	To obtain authority to enter into a Third Lease Amending Agreement for the Ground Lease as requested by Bloor CT Acquisition Inc. (the "Tenant") for the Leased Lands referred to as "Cumberland Terrace", and to enter into a Negative Support Easement Agreement within the Leased Lands, municipally known as 5 and 65 Cumberland St. (also known as 820 Yonge St.), Toronto, for the purpose of amending the legal description of the Leased Lands to two (2) separate Ground Leases, updating lease terms including insurance, and construction security.
Property	The property referred to as "Cumberland Terrace", municipally known as 5 and 65 Cumberland St. (also known as 820 Yonge St.), Toronto, legally described on attached Appendix "A", being the strata lands from grade to 30 feet above, and lands below grade (the "Property" or "Leased Lands") as shown on the Location Map in Appendix "B".
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Third Lease Amending Agreement and Negative Support Easement Agreement with the Tenant, substantially on the major terms and conditions set out in Appendix "C", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor. 2. The appropriate City officials be authorized and directed to take the necessary actions to give effect thereto.
Financial Impact	The annual rent as set in Item – 20008.GM19.13 will remain unchanged. There are no financial impacts resulting from the approval of this DAF as no changes are being made to the financial terms and conditions of the Ground Lease.
Comments	<p>Former Municipality of Metropolitan Toronto (now City of Toronto) is the landlord of the ground lease of the Leased Lands made August 25, 1971 and registered Sept. 28, 1971 as Instrument 85353EM in the Registry Office and as Instrument A-330247 in the Land Titles Office, as amended by agreements dated April 30, 2009 and September 29, 2016 (collectively the "Ground Lease"), with an existing 3 level (2 above grade storeys and 1 below grade concourse) retail complex known as "Cumberland Terrace". The current term is 33 years (from September 1, 2004 to August 31, 2037). The April 2009 amendment granted the Tenant further rights to extend for 33 years (September 1, 2037 to August 31, 2070) and 37 years (September 1, 2070 to 2107), on the terms and conditions set out therein. The 2016 Second Lease Amending Agreement registered on title October 20, 2016 as Instrument No. AT4376815, confirmed the legal description of the Leased Lands.</p> <p>Item – 2008.GM19.13, adopted by City Council in December 2008, authorized the sale of the strata freehold lands from 30 feet above the Property (the "Air Space Lands") to a predecessor the Tenant. In 2020, the Tenant as owner of the Air Space Lands applied for and was granted consent to sever the Air Space Lands by Decision Number B0106/19TEY given on June 10, 2020 by the Committee of Adjustment, Toronto and East York District of the City of Toronto ("COA"), to create two (2) separate "Air Space" parcels: (i) Parts 5, 6, 7, 8 and 11 on Plan 66R-31369, City of Toronto (the "5 Cumberland Air Space Lands"); and (ii) Parts 1, 2, 3, 4, 9 and 10 on Plan 66R-31369, City of Toronto (the "65 Cumberland Air Space Lands").</p> <p>The Tenant applied and received leasehold consents on February 22, 2023 from the COA, final on September 15, 2023, to permit partial assignment/transfer of leasehold interest of the Ground Lease: (i) B0079/22TEY, for consent to sever to two (2) leasehold interests; (ii) B0077/22TEY, for consent to a long term lease of Parts 6, 7, 8 and 14 on Plan 66R-33519 (the "5 Cumberland Leased Lands") for a period in excess of twenty-one (21) years; and (iii) B0083/22TEY, for consent to a long term lease of Parts 1, 2, 3, 4, 5, 9, 10, 11, 12, 13 and 16 on Plan 66R-33519 (the "65 Cumberland Leased Lands") for a period in excess of twenty-one (21) years.</p> <p>In 2024, the Tenant applied for and registered Applications for Leasehold Parcels, to create leasehold PINs for the 5 Cumberland Leased Lands and the 65 Cumberland Leased Lands, to facilitate amendment of the Ground Lease to two (2) separate Ground Leases: (i) the 5 Cumberland Ground Lease; and (ii) the 65 Cumberland Ground Lease; to align with the 5 Cumberland Air Space Lands and the 65 Cumberland Air Space Lands.</p> <p>The Tenant received planning approval and Notice of Approval Conditions dated June 26, 2025 for: (i) 5 Cumberland St. for a proposed 75 storey mixed used building; and (ii) 65 Cumberland St. for two (2) proposed mixed used buildings with heights of 169 metres (Tower A) and 210 metres (Tower B).</p> <p>The major terms and conditions of the Third Amending Agreement and Negative Support Easement Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "C"

Property Details	Ward:	11 – University-Rosedale
	Assessment Roll No.:	n/a
	Approximate Size:	n/a
	Approximate Area:	n/a
	Other Information:	n/a

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.
2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million. Request/waive hearings of necessity delegated to less senior positions.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million. Request/waive hearings of necessity delegated to less senior positions.
3. Issuance of RFPs/REOs:	<input type="checkbox"/> Issuance of RFPs/REOs.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million. <input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc. Delegated to a more senior position.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million. <input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc. <input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$3 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> (a) Where total compensation does not exceed \$5 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	<input checked="" type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> (c) Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <input type="checkbox"/> (g) Notices of Lease and Sublease <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> (c) Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <input type="checkbox"/> (g) Notices of Lease and Sublease <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds

- B. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:**
- Documents required to implement matters for which each position also has delegated approval authority.
 - Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
 - Expropriation Applications and Notices following Council approval of expropriation.
 - 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:						Contact Name:					
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail	Memo	Other	Contacted by:	Phone		E-mail	Memo	Other
Comments:	Advised					Comments:					

Consultation with Divisions and/or Agencies

Division:	Toronto Transit Commission					Division:					
Contact Name:	Matt Kavanaugh and Arno van Dijk					Contact Name:					
Comments:	Concur					Comments:					

Legal Services Division Contact

Contact Name:	Soo Kim Lee and Dale Mellor										
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DAF Tracking No.: 2025-291	Date	Signature
Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	Sept. 12 2025	Signed by Vinette Prescott-Brown
Recommended by: Director, Real Estate Services Alison Folosea		
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management	Sept. 12, 2025	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Approved by: Patrick Matozzo		
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services David Jollimore		

Appendix "A"

Legal Description of Property - 2016

Firstly: PIN 21197-0245 (LT) (All of the PIN except Part 42 Plan 66R-24268)

City of Toronto, Part of Lots 6, 7 and 8, Plan 158 York and Part of Lot 21, Concession 2, from the Bay, designated as Parts 3, 7, 8, 9, 22, 24, 37, 38, 39, 41, and 44, Plan 66R-24268.

Reserving to the Landlord a permanent subsurface easement for the construction, operation and maintenance of the Bloor-Danforth Subway over said Parts 7, 8, 9, 22 and 24, Plan 66R-24268.

Reserving to the Landlord a permanent easement for the construction, operation and maintenance of a fan room servicing the Yonge/Bloor Subway Station over said Part 44, Plan 66R-24268.

Secondly: PIN 21197-0247 (LT)

City of Toronto, Part of Lot 21, Concession 2, from the Bay, designated as Part 4, Plan 66R-24268.

Thirdly: PIN 21197-0251 (LT)

City of Toronto, Part of 1 Foot Reserve, Plan 419 York, Part of Lot 21, Concession 2, from the Bay, Part of Lot 1 and the 6 Foot Strip Plan 69 York, designated as Parts 5, 6, 19, 25, 26, 27, 33 and 34, Plan 66R-24268.

Reserving to the Landlord a permanent subsurface easement for the construction, operation and maintenance of the Bloor-Danforth Subway over said Parts 6, 26 and 27, Plan 66R-24268.

Fourthly: PIN 21197-0257 (LT)

City of Toronto, Part of Lot 21, Concession 2, from the Bay, designated as Parts 12 and 36, Plan 66R-24268.

Reserving to the Landlord a permanent subsurface easement for the construction, operation and maintenance of the Bloor-Danforth Subway over said Part 12, Plan 66R-24268.

Fifthly: PIN 21197-0255 (LT)

City of Toronto, Part of Lot 21, Concession 2, from the Bay, designated as Parts 13 and 14, Plan 66R-24268.

Reserving to the Landlord a permanent subsurface easement for the construction, operation and maintenance of the Bloor-Danforth Subway over said Part 14, Plan 66R-24268.

Sixthly: PIN 21197-0249 (LT)

City of Toronto, Part Lot 21, Concession 2, from the Bay, designated as Part 35, Plan 66R-24268.

Seventhly: PIN 21197-0253 (LT)

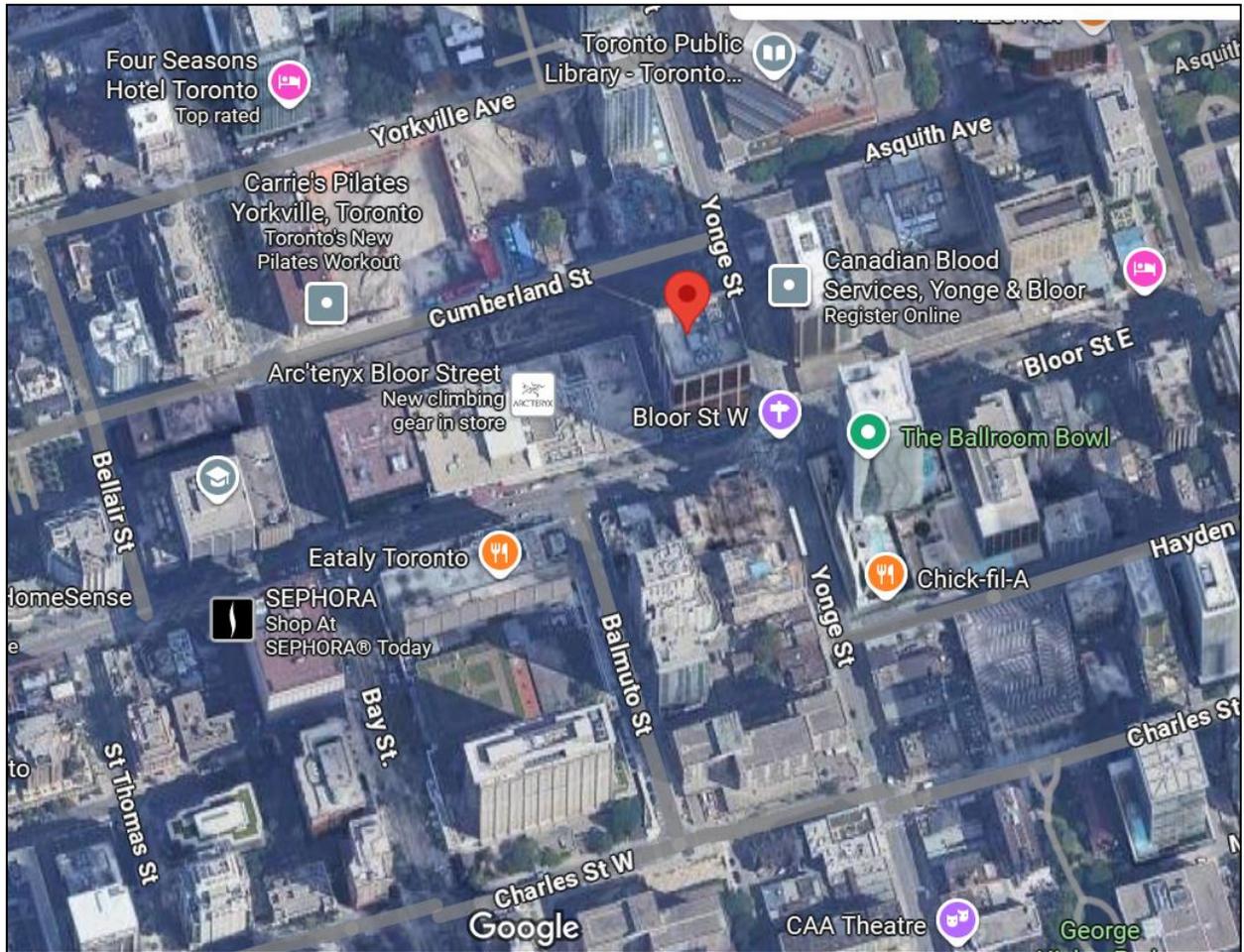
City of Toronto, Part of Lot 21, Concession 2, from the Bay, designated as Part 40, Plan 66R-24268.

Eighthly: PIN 21197-0245 (LT) (Part)

City of Toronto, Part of Lot 6 and 7, Plan 150 York Concession 2, from the Bay, designated as Part 2 on Plan 66R-28760.

Appendix "B"

Location Map



Appendix C

Major Terms and Conditions

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1. Effective Date of Third Lease Amending Agreement ("TLAA"): the **later of**: (i) the date the TLAA is fully executed; and (ii) the date of registration of the Negative Support Easement re Air Space Lands in favour of the City, together with delivery of a title opinion in the form required by the City Solicitor
2. Amend Legal Description: The legal description of the Leased Lands amended to:
 - (i) Parts 1, 2, 3, 4, 5, 9, 10, 11, 12, 13 and 16 on Plan 66R-33519 (the "**65 Cumberland Leased Lands**"), to align with the legal description of the 65 Cumberland Air Space Lands.
 - (ii) Parts 6, 7, 8 and 14 on Plan 66R-33519 (the "**5 Cumberland Leased Lands**"), to align with the legal description of the 5 Cumberland Air Space Lands.
3. Reserved Negative Support Easements: Landlord reserves permanent negative support easement in, on, over and through the 5 Cumberland Leased Lands and the 65 Cumberland Leased Lands for support and safe operation of the TTC Subway. The Tenant shall grant the Reserved Negative Support Easements as required by TTC, to be registered on the leasehold PINs.
 - **Term**: In the event that the perpetual duration of the Easement is precluded by statute or common law the easement will expire in Nine Hundred and Ninety-Nine (999) years from the date of the registration on title.
 - **Entry by City/TTC for Inspection**: Tenant agrees that TTC and or City employee(s) are permitted to enter the Leased Lands, including the Negative Support Easement, upon not less than forty-eight (48) hours prior written notice. In the case of an emergency, the Tenant shall use reasonable commercial efforts to provide access to the TTC and/or Landlord employees to enter the Leased Lands to deal with the emergency.
 - **Notice**: Written notice must be provided to the TTC and or the City in order to commence work of any material alteration, including excavation, material construction, grading, drilling, digging, material demolition, material deconstruction or other material alteration of the Easement Lands or improvements in, on, over and through the Easement Lands. Written notice must also be provided if there are alterations of the Easement Lands or effect changes to the use of the Easement Lands.
 - **Compliance**: The Owner shall keep and maintain the Easement Lands and all improvements in, on, over or through the Easement Lands, in a good and safe condition, in compliance with all applicable laws, by-laws, regulations, standards and governmental polices.
4. Partial Release / Surrender of Leased Lands:
 - (a) As required by TTC, Tenant to release / surrender the "TTC Facilities Lands", being Parts 1, 2, 3, 4 and 5 Plan 66R-34797.
 - (b) As required by TTC, Tenant to release / surrender Part 14 on Plan 66R-33519 (Part 44 on Plan 66R-24268), being the "TTC Fan Room" to be surrendered by Tenant in accordance with the TLAA.
 - (c) Parts 9, 10, 11, 12 and 13 on Plan 66R-33519, being the "Leasehold Parkland" will be conveyed to City of Toronto, in accordance with the Section 37 Agreement.
5. No Financial Impacts to City / TTC: There shall be no negative impacts whatsoever to the City as landlord or to Toronto Transit Commission (the "TTC"), financial or otherwise. During the Term and any extension thereof, all amounts payable by the Tenant including but not limited to rent amounts pursuant to the Ground Lease shall remain unamended, notwithstanding the release and surrender of the TTC Facilities Lands, the Leasehold Parkland, and the TTC Fan Room.
6. Rent: Throughout the term and any extension thereof, rent (as set out in the 2009 lease amendment) shall continue to be calculated based on the 2016 Leased Lands, and allocated to the various components of the Leased Lands, as follows:

(A)	65 Cumberland Leased Lands:	59.6%
(B)	5 Cumberland Leased Lands:	40.4%
(C)	Leasehold Parkland (as required by the Section 37 Agreement):	0.0%
(D)	TTC Fan Room:	0.0%
7. Current Term / Options to Extend: The current term is 33 years (from September 1, 2004 to August 31, 2037). The April 2009 amendment granted the tenant further rights to extend for 33 years (September 1, 2037 to August 31, 2070) and 37 years (September 1, 2070 to 2107).
8. Insurance: as required by City Insurance Risk Management, and consultation with TTC, the Landlord and TTC to be included as additional insureds and/or joint loss payees, with commercial general liability insurance increased to not less than \$10,000,000.00 per occurrence; and \$30,000,000.00 per occurrence during periods of construction.
9. Preauthorized payment/ Late payment / NSF charges: have been added as an amendment to the Ground Lease.
10. Assignment: Assignment requires Landlord consent, not to be unreasonably withheld, for a Partial Assignment of the 5 Cumberland Leased Lands or 65 Cumberland Leased Lands, to comply with the 2023 COA decisions. After such Partial Assignment, the Ground Lease shall be

treated as two (2) separate leases. Notwithstanding the foregoing, the Landlord not be required to consent to any Partial Assignment, and it shall not be unreasonable for Landlord to deny consent if the assignee is not the owner of the 5 Cumberland Air Space Lands, or the 65 Cumberland Air Space Lands, as the case may be.

11. Assignment to Condo Corporation: If a plan of condominium has been registered for the 5 Cumberland Air Space Lands or the 65 Cumberland Air Space Lands, then it shall not be a condition of the Landlord's consent that the assignee be the same party as the Declarant of such condo corporation, and Landlord not to deny consent solely because proposed assignee is not the same party as the owner of the 5 Cumberland Air Space Lands or the 65 Cumberland Air Space Lands.
12. Structural Elements, Waterproofing, Skirtwall: Tenant to maintain in good repair and safe condition, at its sole cost.
13. Structural Elements: Upon completion of construction, Tenant to periodically scan the Skirtwall, expansion joints, void space and waterproofing, as required by TTC as detailed in the Third Lease Amending Agreement. Tenant shall keep Structural Elements in good repair and safe condition at all times.
14. Tenant not to apply for Final Building Permit: without TTC consent, not to be unreasonably withheld.
15. TTC Facilities not for Support: of any new construction or alterations.
16. Periodic Engineer Report on Condition of Structural Elements: to be delivered by Tenant for TTC review and approval.
17. Construction Security: (a) Prior to commencing any construction on the 5 Cumberland Leased Lands, Tenant shall deliver to Landlord, an irrevocable and unconditional Letter of Credit of \$219,330.60 to secure one hundred and twenty percent (120%) of the contract price for construction of a temporary park on the 5 Cumberland Leased Lands, from a Schedule 1 Canadian bank, in the form required by City Corporate Finance. The LC shall be reduced as work is completed and once the Executive Director - CREM is provided with satisfactory evidence that all amounts owing to contractors, suppliers and (sub)trades have been paid in full, and applicable lien periods have expired.

(b) Prior to commencing any construction on the 65 Cumberland Leased Lands, the Tenant shall deliver to the Landlord, an irrevocable and unconditional Letter of Credit of \$219,330.60 to secure one hundred and twenty percent (120%) of the contract price for construction of a temporary park on the 65 Cumberland Leased Lands, from a Schedule 1 Canadian bank, in the form required by City Corporate Finance. The LC shall be reduced as work is completed and once the Executive Director - CREM is provided with satisfactory evidence that all amounts owing to contractors, suppliers and (sub)trades have been paid in full, and applicable lien periods have expired.

The Construction Agreements between Tenant and TTC require LCs of \$7,650,000.00 for 5 Cumberland and \$29,700,000.00 for 65 Cumberland as security for protection and restoration of the TTC Facilities, including completion of the accessible entrance connection at 65 Cumberland and restoring the Leased Lands to grade.
18. Registration on Title: The TLAA, Reserved Negative Support Easement, Release and Surrender of TTC Facilities Lands, Release and Surrender of TTC Fan Room, shall be registered on title, in priority to all liens, charges, mortgages and encumbrances, except for permitted encumbrances, with Tenant counsel delivering a title opinion to confirm the same, in the form satisfactory to the City Solicitor.