



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

TRACKING NO.: 2025-274

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

Prepared By:	Akhilesh Tekchand	Division:	Corporate Real Estate Management
Date Prepared:	September 25, 2025	Phone No.:	416-648-7061

Purpose	To obtain authority to enter into a nominal sublease agreement between WDL 3/4/7 LP (the "Sublandlord"), and the City as Subtenant, with respect to the property municipally known as 426 Cherry Street, Toronto for the purpose of securing long-term operation of a community agency space (the "Sublease").
Property	A portion of the property legally described as: firstly - part Lot 12 North Side Mill Street Plan 108 Toronto designated Parts 4, 6, 7, 8, 9, Plan 66R33372; subject to an easement in gross over Parts 6 and 8, Plan 66R33372 as in AT6792499; City of Toronto, being PIN 21077-0481(LT) ; and secondly - part Lots 7, 8, 9, 10, 11, 12 South Side of Front Street East, Plan 108 Toronto; part Lots 1, 2, 3 and part of private lane, 2 ft reserve Plan 611 Toronto; part Lots 7, 8, 9, 10, 11, 12 North Side of Mill Street, Plan 108 Toronto, designated as Part 1, Plan 66R33372; City of Toronto being PIN 21077-0479(LT), as shown on the location map in Appendix "B".
Actions	1. Authority be granted to enter into the Sublease with the Sublandlord, 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	The Sublease Agreement is for nominal rent of \$2.00 for the entire term. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	On April 6, 2018, the Property became subject to a Ground Lease in favour of the Sublandlord; the Property is owned by the Province of Ontario and the Ground Lease expires on May 17, 2117. On April 29, 2022, the City entered into a Development Agreement with the Province and the Sublandlord (the "Agreement"), which required the developer to construct and deliver no less than 465 m ² of finished community agency space in one of the buildings being constructed at the Property. The Agreement stipulated that the space would be subleased to the City for nominal consideration, incorporating various provisions set out in the Agreement, and on terms satisfactory to the Director, Real Estate Services. As these lands are located in the Designated Waterfront Area, as defined in the Toronto Waterfront Revitalization Corporation Act, 2002, the approval of the Director, Waterfront Secretariat has been obtained.
Terms	See Appendix "A".

Property Details	Ward:	13 – Toronto Centre
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	465 m ² ± (5,339 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 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:	Chris Moise	Councillor:	
Contact Name:	Tyler Johnson	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:	Concurred	Comments:	

Consultation with Divisions and/or Agencies

Division:	Social Development	Division:	Financial Planning
Contact Name:	Craig Cal	Contact Name:	Karen Liu
Comments:	Concurred	Comments:	Concurred

Legal Services Division Contact

Contact Name:	Jack Payne
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DAF Tracking No.: 2025-274	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Josie Lee	Oct. 1, 2025	Signed by Josie Lee
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Oct 3, 2025	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Subleased Premises: Approximately 465 square metres of finished ground floor community agency space, at the location shown on Appendix "B"

Rent: \$2.00 for the full Term

Term: Commencing on a date to be determined by the City, following acceptance of the Subleased Premises by the City and within 12 months of the first use of any part of the Development, and expiring May 16, 2117

Use: Community and cultural activities by the City or approved non-profit operator. The use will not cause safety issues or excessive or unreasonable noise or disturbances that would detrimentally affect the use of the residential premises in the Development. The use will not compromise the reputation of the Province or the value of the Development.

Community Space Operator: The Subleased Premises may be operated by a non-profit operator chosen under the Community Space Tenancy Policy. The City shall enter into a sub-sublease with the Community Space Operator, subject to the Sublandlord's approval, not to be unreasonably withheld.

Insurance: Commercial general liability insurance of \$5 million per occurrence; property insurance for full replacement cost of any improvements made by or for the City or Community Space Operator; additional coverages as specified in Article 8 of the Sublease

Indemnity: The City shall release from liability and indemnify the Sublandlord and its mortgagees and property managers, except where claims are due to their negligence or misconduct.

Maintenance/Costs: Sublandlord responsible for maintenance and repair of structural and service elements (unless due to the actions of the City or Community Space Operator), utilities, and taxes; City responsible for maintenance of interior of Subleased Premises, any additional improvements requested by the City or Community Space Operator, repair and replacements due to the actions of the City or Community Space Operator, City's insurance, and operational costs including staffing

Parking Pass: The Sublandlord shall provide the City with one parking pass to the Development's parking garage for a single reserved parking spot from 8:00 a.m. to 6 p.m. each day.

Ground Lease: The Sublandlord is the tenant under a Ground Lease from the Province, dated April 6, 2018, of which the City has received a redacted copy. The Sublease is subject to the Ground Lease and the City agrees not to cause the Sublandlord to be in breach of its obligations under the Ground Lease (to the extent shown in the redacted copy). The Sublandlord will obtain a non-disturbance agreement in favour of the City from the Province, as owner, and will use commercially reasonable efforts to obtain a non-disturbance agreement from any chargee in priority to the Sublease, failing which it will cause the charge to be postponed to the notice of Sublease.

Assignments and Transfers: City may not Transfer the Sublease without the Sublandlord's consent, which may be unreasonably withheld. Notwithstanding this, the Sublandlord's consent will not be unreasonably withheld for the Community Space Operator sub-sublease.

Registration and Land Transfer Tax: The Sublandlord shall, at its expense, register notice of the Sublease, and shall be responsible for payment of all Land Transfer Tax. The City consents to the Sublandlord seeking reimbursement of Land Transfer Tax and shall execute the necessary form to authorize the Ministry of Finance to deal with the Sublandlord's solicitors for the reimbursement.

Appendix "B"

Location Map

