

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2015-190

- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.
- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Neubert Li	Division:	Real Estate Services
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Date Prepared:	August 6, 2015	Phone No.:	392-1243
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Purpose	To obtain authority to convey a below-grade portion of the property located at 192A Bloor Street West to Exhibit Private Residences Inc. (the "Developer"), and to enter into a mutual reciprocal easement agreement (the "MREA") and a negative support easement agreement (the "NSEA") with the Developer to allow City and Toronto Transit Commission staff to access the below-grade lands for maintenance purposes.
Property	<p>The lands, currently owned by the City, located at 192A Bloor Street West, being part of Lot 1, west side of Avenue Road, on Plan 289, York, designated as Parts 3, 13, 38, 39, 40, 41, 42, 43, 44, 45, and 46 on Reference Plan 66R-27313 (the "Original City Lands").</p> <p>The lands, currently owned by the Developer, located at 192A Bloor Street West, being part of Lot 1, west side of Avenue Road on Plan 289, York, designated as Parts 1 to 18 inclusive on Reference Plan 66R-26208 (the "Original Developer Lands").</p>
Actions	<ol style="list-style-type: none"> The City accept the offer from the Developer (the "Offer") to purchase those below-grade parts of the Original City Lands designated as Parts 39, 40, 41, and 44 on Reference Plan 66R-27313 (the "Lands"), and to enter into the MREA and NSEA with the Developer, substantially on the terms and conditions outlined in Appendices "C", "D", and "E" and on any other or amended terms and conditions deemed appropriate by the Chief Corporate Officer, and in a form acceptable to the City Solicitor. The Chief Corporate Officer, or her successor or designate, shall administer and manage the Offer, MREA, and NSEA, including the provision of any amendments, consents, certificates, approvals, waivers, notices, and notices of termination, provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction. The City Solicitor be authorized to complete the transaction of behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, on such terms as she considers reasonable. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>Revenue in the amount of \$100,000.00 (plus applicable taxes and fees) less closing costs and the usual adjustments, will be contributed to the Land Acquisition Reserve Fund (XR1012). There is no additional financial impact from the other rights granted under the MREA or NSEA as the consideration for such rights is to be nominal.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	See Appendix "B"
Terms	For major terms and conditions, see Appendix "C" for the Offer, Appendix "D" for the MREA, and Appendix "E" for the NSEA.

Property Details	Ward:	20 – Trinity Spadina
	Assessment Roll No.:	N/A
	Approximate Size:	N/A
	Approximate Area:	233.1 m ² ± (2,509.07 ft ² ±)
	Other Information:	

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p>Delegated to a more senior position.</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 three (3) months, including licences for environmental assessments and/or testing, etc.</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 road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Estoppels/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>	<p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</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><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 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><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).</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/Estoppels/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:

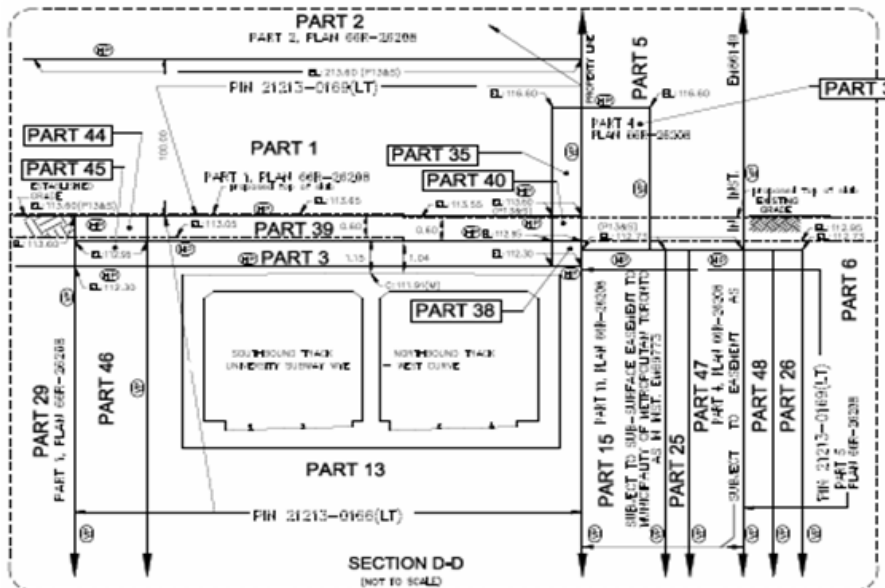
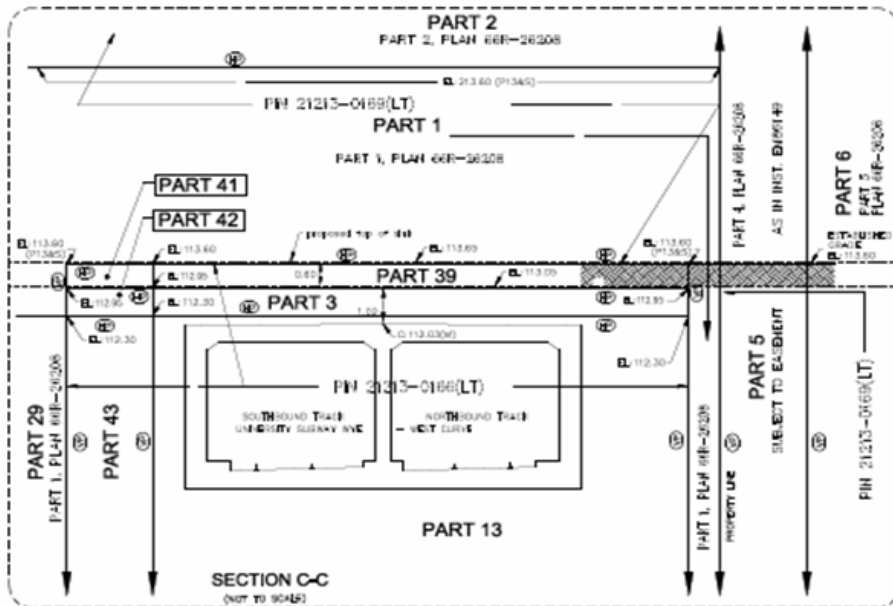
- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)									
Councillor:	Joe Cressy					Councillor:			
Contact Name:						Contact Name:			
Contacted by:		Phone	x	E-Mail		Memo		Other	
Comments:	No response					Comments:			
Consultation with ABCDs									
Division:	Toronto Transit Commission					Division:	Financial Planning		
Contact Name:	Graham Tulett/Michael Stevenson					Contact Name:	Filisha Mohammed		
Comments:	Comments have been incorporated					Comments:	Comments have been incorporated		
Legal Division Contact									
Contact Name:	Luxmen Aloysius								
DAF Tracking No.: 2015-190			Date			Signature			
Recommended by: Manager			Aug. 21, 2015			Tasse Karakolis			
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali			Sept. 3, 2015			Joe Casali			
<input checked="" type="checkbox"/> Approved by:									
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli						X			

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget [or funding is available from alternative sources].
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc, but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for Disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then approving authority is transferred upwards to the next more senior level of approving authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

APPENDIX "A": LOCATION MAP & SKETCH



APPENDIX "B" COMMENTS

The Developer is constructing a 32-storey mixed-use development on the lands municipally known as 192-200 Bloor Street West, and has entered into a site plan agreement (the "Site Plan Agreement") with the City for site plan approval of the development. In order to support its development, the Developer needs to place a concrete slab in the Lands, and so has offered to purchase the Lands. The Lands form part of the City's strata interest at this location in the Yonge-University-Spadina subway corridor.

Pursuant to the Site Plan Agreement, the Developer shall convey a fee simple interest to the City for its subway facilities in those parts of the Original Developer Lands designated as Parts 2, 10, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 47, 48, 49, and 50 on Reference Plan 66R-27313.

Also pursuant to the Site Plan Agreement, the City and the Developer are to enter into the MREA and NSEA, which affect all the lands located at 192A Bloor Street West which are owned by either the City or the Developer.

The terms for the sale of the Lands, the MREA and the NSEA have been reviewed and concurred by staff from the TTC.

Accordingly, the Lands were declared surplus on March 20, 2014, (DAF No. 2014-079) with the intended manner of disposal to be by way of inviting an offer to purchase from the Developer.

The purchase price for the Lands in the amount of \$100,000.00 is considered fair and reasonable.

APPENDIX "C" OFFER TO PURCHASE – MAJOR TERMS AND CONDITIONS

Vendor:	City of Toronto
Purchaser:	Exhibit Private Residences Inc.
Lands:	Parts 39, 40, 41, and 44 on Reference Plan 66R-27313 being part of lands legally described as part of Lot 1, west side of Avenue Road, on Plan 289, York, designated as Parts 11 & 12 on Reference Plan 66R-23636; City of Toronto, all as in PIN: 21213-0166 (LT) in the Land Registry Office of Toronto (No. 66)
Purchase Price:	\$100,000.00 plus applicable taxes
Deposit:	\$10,000.00
Irrevocable Period:	The Irrevocable Period shall be the period of time ending at 11:59 p.m. on the business day next following 90 days after the Purchaser's execution of the Offer.
Closing Date:	The Closing Date shall be the business day next following 30 days after execution of the Offer by the City.

APPENDIX "D"**MREA – MAJOR TERMS AND CONDITIONS****Maintenance and Repair:**

The City is to maintain all of the Toronto Transit Commission facilities on its lands in good order and condition, as would a prudent owner of transit facilities.

Exhibit Private Residences Inc. (the "Developer") is to maintain the building on its lands, together with all related improvements and facilities, in good order and condition, as would a prudent owner of such facilities and consistent with a first-class condominium building in the City of Toronto.

Grant by City of Licences and Easements:

The City grants to the Developer permission to install and maintain caissons, caisson caps, and structural columns and beams within the City-owned lands described as Parts 22, 24, 42, 43, 45, 46, 47, 48, 49 and 50 on Reference Plan 66R-27313.

The City grants to the Developer a general access easement over and through the City-owned lands, subject to and in accordance with the terms of the MREA.

Grant by Developer of Licences and Easements:

The Developer grants to the City and TTC the right of drainage through the drainage facilities constructed on the Developer-owned lands.

The Developer grants to the City and TTC the right of access over and through the Developer-owned lands for the purpose of accessing the 4 access hatches between the subgrade portion of the Developer-owned lands and the subway facilities.

The Developer grants to the City and TTC a general access easement over and through the Developer-owned lands, subject to and in accordance with the terms of the MREA.

Insurance:

The City and/or TTC shall obtain and maintain all risks property insurance coverage on the subway facilities on a full replacement cost basis, and boiler and machinery insurance of a comprehensive form. The City and/or the City has the right to self-insure.

The Developer shall obtain and maintain insurance coverage on the Developer's facilities, all risks property insurance coverage on the Developer's facilities on a full replacement cost basis, and boiler and machinery insurance of a comprehensive form.

Each party shall obtain and maintain commercial general liability insurance coverage of not less than \$10,000,000.00 per occurrence, in respect of bodily injury (including death) and property damage, including loss of use thereof.

APPENDIX "E"**NSEA – MAJOR TERMS AND CONDITIONS****Grant of Negative Support Easement:**

Exhibit Private Residences Inc. (the "Owner") grants to the City a permanent easement in, on, over, and through certain parts of the Owner's property, designated as Parts 1, 4, 5, 6, 7, 8, 9, 11, 12, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41 and 44 on Reference Plan 66R-27313 (the "Easement Lands"), for support for the City's subsurface system, along with the right of ingress and egress over the Owner's property.

Use of Easement Lands:

The Owner shall not commence any work on or effect any change in use of the Easement Lands which may affect the load on and/or safety of the City's subsurface system, without the prior written consent of the City and/or TTC.

City's Right of Inspection:

Upon 3 days' written notice to the Owner, the City may enter the Owner's property during business hours to generally inspect the Easement Lands, and to identify and assess any default under the NSEA.

Notice of NSEA:

The Owner shall include notice of the NSEA in all leases, licences, or other permissions entered into in respect of any part(s) of the Owner's property.

Subsequent Easements:

The Owner shall not grant any subsequent easements in, on, over, or through the Easement Lands without the City's prior written consent, which may be conditioned.

Assumption of Obligations:

The Owner shall not convey, transfer, grant, assign, or enter into an agreement of purchase and sale in respect of the Easement Lands, unless the proposed purchaser, grantee, assignee, or lessee executes an agreement with the City to assume the Owner's covenants and obligations as set out in the NSEA.