

<input checked="" type="checkbox"/> 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.															
<input type="checkbox"/> 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:	Yaz Rabadi	Division:	Real Estate Services												
Date Prepared:	April 27, 2015	Phone No.:	392-8159												
Purpose	To obtain authority to (i) enter into a permanent easement agreement for access to and from the adjoining commercial space as well as emergency exit from the adjoining underground garage and (ii) enter into a Limiting Distance Agreement with 11 Peel Ave Inc., over a portion of the City-owned land located at 405 Dufferin Street.														
Property	A portion of 405 Dufferin Street, legally described as part of Park Lot 28, Concession 1 From the Bay, Township of York, City of Toronto shown as Parts 3, 5 and 6 on the Reference Plan 66R-27947 (the "Easement Lands") and Parts 1, 2, 4 and 7 on Reference Plan 66R-27947 (the "LDA Lands").														
Actions	<ol style="list-style-type: none"> 1. The City grant a permanent easement ("Permanent Easement") in favour of 11 Peel Ave Inc. upon payment to the City of the sum of \$46,256.00 (plus HST, if applicable) and on the terms contained in Appendix "B" herein and on such other terms and conditions as are satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor. 2. Authority be granted to enter into a limiting distance agreement ("Limiting Distance Agreement") with 11 Peel Ave Inc. for the sum of \$144,744 plus any applicable fees and taxes and on such terms and conditions as are satisfactory to the Chief Corporate Officer and in form acceptable to the City Solicitor. 3. The City Solicitor be authorized to complete the transactions on behalf of the City, including paying any necessary expenses, amending any dates, and amending and waiving terms and conditions, on such terms and conditions as she considers reasonable. 4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. 														
Financial Impact	Revenue in the amount of \$191,000.00 (net of HST) less closing costs and the usual adjustments will be contributed to the Land Acquisition Reserve Fund (XR1012). The Deputy City Manager and Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.														
Comments	<p>The City of Toronto expropriated 405 Dufferin Street and other lands in 2005 for the Dufferin Jog/Dufferin Street Underpass project which is no longer proceeding.</p> <p>The proposed building to be constructed on the lands which adjoin to the east of 405 Dufferin Street is intended to have commercial units facing onto it, requiring a permanent easement to allow for exists from the commercial units as well as from the underground emergency exists to comply with the Ontario Building Code.</p> <p>The Permanent Easement lands were declared surplus by way of DAF 2015-005 and comprise of a total site area of 52.9 m² (569.41 ft²).</p> <p>11 Peel Ave Inc. is required to enter into a LDA with the City to comply with provisions of Section 3.2.3.1 of the Ontario Building Code, which requires that an adequate distance be maintained, at all points, between the exposed building face of the proposed condominium building and any building/structure constructed on the adjacent lands (which are owned by the City in this case). The City lands which will be subject to the Limiting Distance Agreement ("LDA") comprise a total site area of 338.1 m² (3,639.28 ft²). Upon authority being granted, the City would be agreeing that no building(s) or structure(s) will be erected over or upon the City lands subject to the LDA. The lands subject to the LDA include part of the property known municipally as 17 Peel Ave which was acquired by 11 Peel Ave Inc. along with 19 Peel Ave for future parkland dedication. Parks, Forestry & Recreation have advised that the total sum paid by 11 Peel Ave Inc. for both properties is well above what was owed as part of the development application, and as such, no charge for the LDA would be lands that fall within the property boundaries of 17 Peel Ave. [Continued on Page 6]</p>														
Terms	See Page 6 – Appendix "B" for Easement & LDA Terms.														
Property Details	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Ward:</td> <td colspan="2">18 – Davenport</td> </tr> <tr> <td>Assessment Roll No.:</td> <td colspan="2">1904-04-2-300-00100</td> </tr> <tr> <td>Approximate Size:</td> <td colspan="2">Irregular</td> </tr> <tr> <td>Approximate Area:</td> <td>Permanent Easement Lands: 52.9 m² ± (569.41 ft² ±)</td> <td>LDA Lands: 338.1 m² ± (3,639.28 ft² ±)</td> </tr> </table>			Ward:	18 – Davenport		Assessment Roll No.:	1904-04-2-300-00100		Approximate Size:	Irregular		Approximate Area:	Permanent Easement Lands: 52.9 m ² ± (569.41 ft ² ±)	LDA Lands: 338.1 m ² ± (3,639.28 ft ² ±)
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A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	<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/Licensors):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million; <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.	<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 six (6) months, including licences for environmental assessments and/or testing, etc.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million. Delegated to a less senior position.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<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).	<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).
14. Miscellaneous:	<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/Estoppels/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/Estoppels/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:
<input type="checkbox"/> 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
<input type="checkbox"/> 2. Expropriation Applications and Notices following Council approval of expropriation.
<input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him.
Chief Corporate Officer also has approval authority for:
<input type="checkbox"/> Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

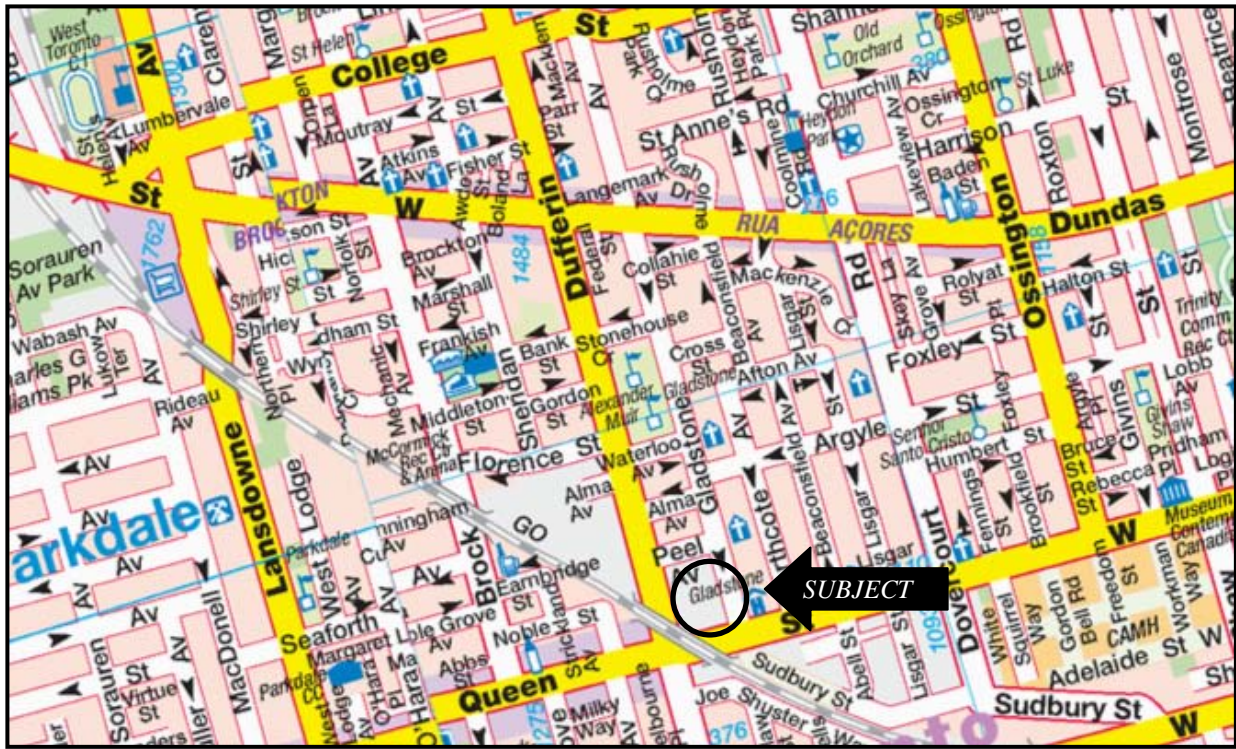
Consultation with Councillor(s)															
Councillor:	Councillor Ana Bailao					Councillor:									
Contact Name:	Liliana Custodio					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Councillor has no comments or concerns					Comments:									
Consultation with ABCDs															
Division:	Parks, Forestry & Recreation					Division:	Financial Planning								
Contact Name:	Jennifer Kowalski					Contact Name:	Ron Budhu / Kenneth Quan								
Comments:	Approve of maintenance/liability conditiions					Comments:	Approve of Financial Impact								
Legal Division Contact															
Contact Name:	Michele Desimone – April 13, 2015														

DAF Tracking No.: DAF-2015-018	Date	Signature
Recommended by: Manager: Tasse Karakolis	Apr. 27, 2015	Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Director of Real Estate Services <input checked="" type="checkbox"/> Approved by: Joe Casali	Apr. 29, 2015	Joe Casali
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli		

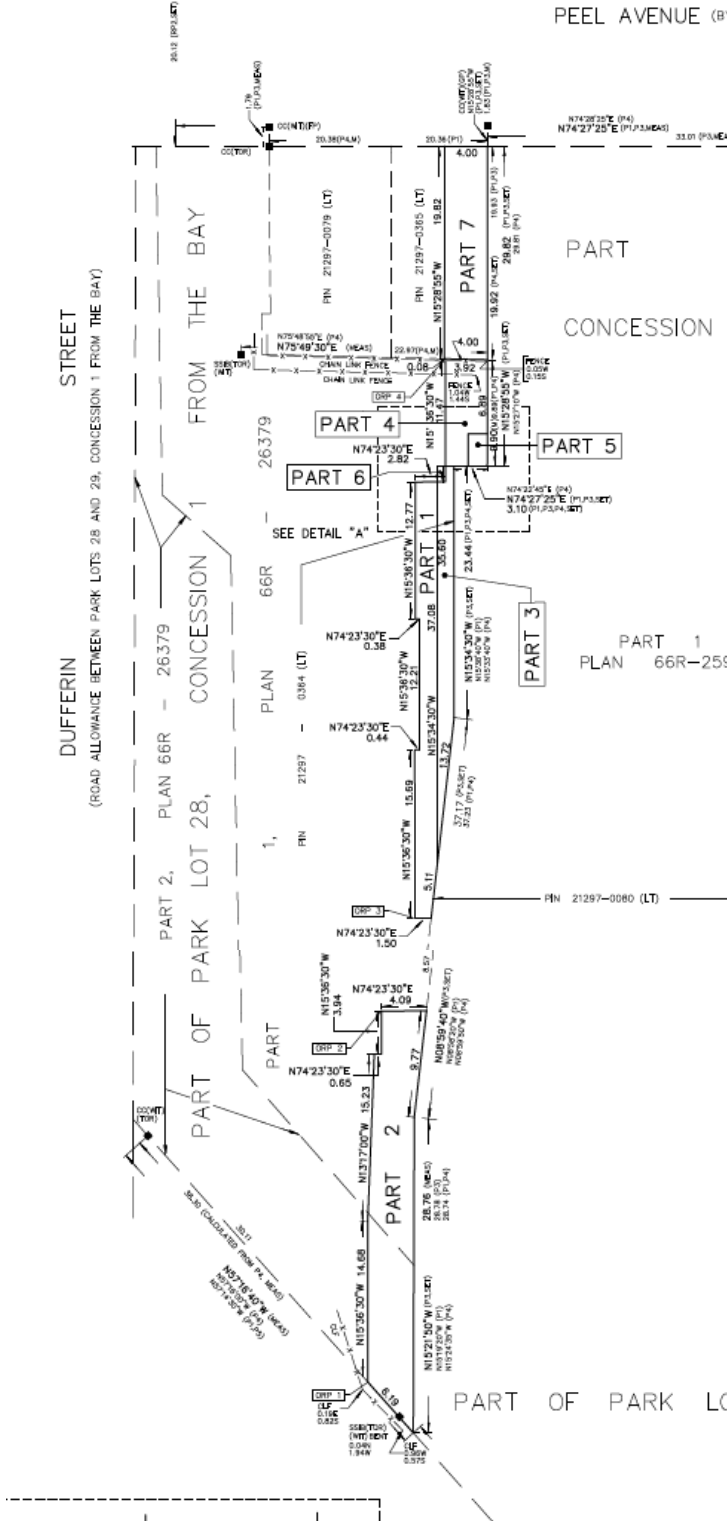
General Conditions ("GC")

- (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 leasing matters (**A.9** and **A.10**) 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.

APPENDIX "A": LOCATION MAP & SKETCH



APPENDIX "A" (CON'T): LOCATION MAP & SKETCH



PEEL AVENUE (BY REGISTERED PLAN D-282)

DUFFERIN STREET (ROAD ALLOWANCE BETWEEN PARK LOTS 28 AND 29, CONCESSION 1 FROM THE BAY)

(ROAD ALLOWANCE BETWEEN PARK LOTS 28 AND 29, CONCESSION 1 FROM THE BAY)

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

MARCH 26, 2015
DATE

Pratheepan Ramachandran
PRATHEEPAN RAMACHANDRAN
ONTARIO LAND SURVEYOR

PLAN 66R-27947

RECEIVED AND DEPOSITED

March 27/15
DATE

"Dhanawong"
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF THE TORONTO REGISTRY OFFICE (No.66)

SCHEDULE

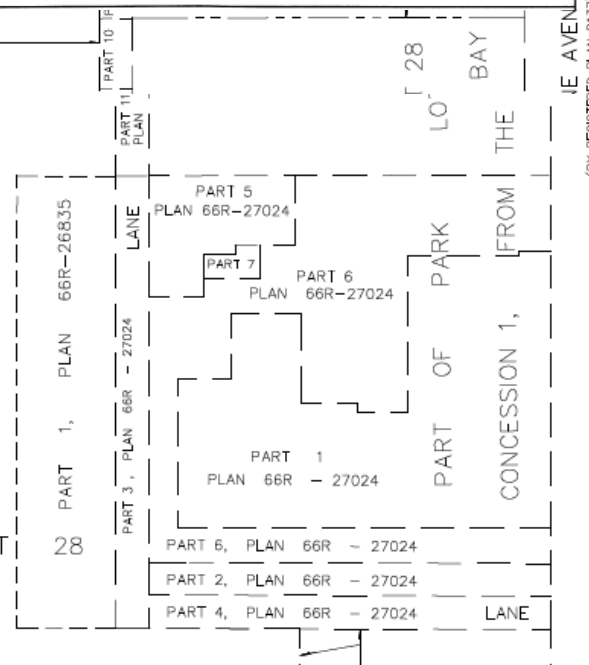
PART	LOT	CONCESSION	PART OF P.I.N.	AREA m ²
1	PART OF PARK LOT 28	CONCESSION 1, FROM THE BAY	21297-0364 (LT)	77.6
2				147.5
3				46.4
4				33.5
5				5.4
6				1.1
7				79.5

PART 7 : SUBJECT TO AN EASEMENT AS IN INST. AT3495743

PLAN OF SURVEY OF
PART OF PARK LOT 28
 CONCESSION 1, FROM THE BAY
 (GEOGRAPHICAL TOWNSHIP OF YORK)
 CITY OF TORONTO

SCALE 1 : 300

R. AVIS SURVEYING INC.



(BY REGISTERED PLAN D137)

Terms	<p>[Continued from Page 1]</p> <p>It has been determined that the resulting loss of property value to the City as a result of the permanent easement and LDA amounts to approximately \$191,000.00.</p> <p>Staff from City Planning and Toronto Building have reviewed the Developer's request and confirmed that they have no objections to the City entering into a LDA with the Developer respecting the Property.</p>
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Appendix "B" – Main Terms and Conditions

Permanent Easement

Lands:

Part of Park Lot 28, Concession 1 From The Bay, designated as Parts 3, 5 and 6 on Reference Plan 66R-27947, City of Toronto

Terms:

1. The consideration for the Permanent Easement shall be the sum of \$46,256.00 (plus HST, if applicable) to be paid by 11 Peel Ave. Inc. to the City.
2. The easement shall be for the purpose only of (i) creating a pedestrian access path to and from (a) the commercial units constructed upon 11 Peel Avenue and (b) an emergency exit from the underground parking garage to the closest public road allowance and (ii) and to enable an exterior door to open outward onto adjacent City-owned property.
3. 11 Peel Ave. Inc. (the "Grantee") shall be solely responsible for all costs and expenses incurred in inspecting, maintaining, repairing and reconstructing the pedestrian access path comprising the Permanent Easement, including any requirements which may be contained in a Certificate of Property Use issued by the Ministry of the Environment, which expenses shall include any expenses incurred by the City in consequence of a Certificate of Property Use or any order or directive issued by the Ministry of the Environment respecting the lands comprising the Permanent Easement.
4. The Grantee shall be solely responsible for repairing any adjoining City lands damaged by work conducted by or on behalf of the Grantee.
5. 11 Peel Ave Inc. shall obtain and maintain, and provide the City with evidence thereof, comprehensive general liability insurance covering its activities on the Permanent Easement. Such coverage shall include coverage for property damage, and a cross-liability/severability clause and shall be in an amount of not less than \$5,000,000 per occurrence.
6. The Grantee shall release and indemnify the City from any and all claims, demands, damages, losses, costs (including the costs of their respective solicitors of defending any such claims), charges, proceeds and actions (including those under or in connection with the *Workplace Safety and Insurance Act* or any successor legislation) which may be suffered, sustained or incurred arising from or as a result of the acts or omissions of the Grantee, its agents, servants, workers, employees, consultants or contractors or those others for whom at law each of them is responsible, or arising from or as a result of the exercise of the rights granted, or from any breach by the Grantee of its obligations under the grant of easement or relating to the construction and/or maintenance of the pedestrian access path or the Grantee's occupation or entry on lands comprising the Permanent Easement, howsoever caused or occurring, save and except to the extent that any claim arises out of or results from the willful misconduct or gross negligence of the City or those for whom in law the City is responsible.

Limiting Distance Agreement

Lands:

The lands subject to the Limiting Distance Agreement are legally described as Part of Park Lot 28, Concession 1 From The Bay, designated as Parts 1, 2, 4 & 7 On Draft Reference Plan 66R-27947

Terms:

1. The consideration for entering into a Limiting Distance Agreement with 11 Peel Ave. Inc. is the sum of \$144,744.00 to be paid to the City by 11 Peel Ave. Inc.
2. The City will agree not to construct any building or structure on the lands identified in the Limiting Distance Agreement.