

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

TRACKING NO.: 2015-094

- 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:	Joseph Sergnese	Division:	Real Estate Services
Date Prepared:	April 13, 2015	Phone No.:	416-392-1857

Purpose	To obtain authority to enter into a Land Exchange Amending Agreement ("LEAA") with Bridgepoint Hospital and Bridgepoint Health ("Bridgepoint") to allow Bridgepoint to postpone demolition of the building at 430 Broadview Avenue as set out in the original Land Exchange agreement
Property	The building at 430 Broadview Avenue (the "Broadview Building") is located on Parts 4,5, 43 and 44 on Plan 66R-24227 attached as Appendix "B"
Actions	<ol style="list-style-type: none"> That the City agree to amend the Land Exchange Agreement with Bridgepoint so that demolition of the Broadview Building may be postponed, provided that certain engineering requirements are satisfied, until the block is redeveloped in accordance with the Subdivision Agreement That the City enter into a Land Exchange Amending Agreement with Bridgepoint substantially on the terms and conditions in this DAF and such other terms as may be satisfactory to the Director, Real Estate Services, and in a form satisfactory to the City Solicitor. That the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	There are no financial implications resulting from this land exchange transaction. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
Background	Bridgepoint and the City were parties to a long term ground lease for the former Riverdale Hospital, with renewal rights that could have continued until 2099. The original Land Exchange Agreement arose from Bridgepoint's need to replace Riverdale Hospital on the leased lands with a new facility. Ultimately, a redevelopment project was created for the area bounded by Gerrard Street East, Broadview Avenue, Riverdale Park and the Don Valley Parkway (excluding the Riverdale Library) (the "Quadrant"), which included lands owned in part by the City and in part by Bridgepoint. In February 2006, City Council approved a final planning report and enacted the zoning approval for the redevelopment project. In addition to the new hospital building and other potential development sites, the Subdivision Plan for the Quadrant includes a system of new and reconfigured public roads and a new public park in front of a refurbished Don Jail.
Comments	<p>Implementation of the redevelopment project includes surrendering certain lands that were originally in the ground lease so that they can be conveyed to Bridgepoint, the exchange of certain lands between the City and Bridgepoint to create roads and a new park for the City, and creation of development blocks for Bridgepoint.</p> <p>To accommodate the redevelopment project, a Land Exchange Agreement ("LEA") was entered into June, 2009, which includes a sequence of phased transactions or "stepped closings", as construction of the new hospital building, demolition of the old buildings, and creation of the park and roads progress, since not all of the improvements would be completed at one time. In Step II(c), upon completion of construction of the roads in the north-east part of the Quadrant, the City will convey Parts 4, 43 and 44 to Bridgepoint and Bridgepoint will convey Part 6 to the City to complete the adjacent new road. The site at 430 Broadview Avenue will become a development parcel contemplated in the Subdivision Agreement with the addition of those Parts upon completion of this step.</p> <p>In a change of priorities, Bridgepoint now intends to continue its operation of the Broadview Building as a facility for medical offices and related uses in the short to medium term. Bridgepoint has requested an amendment to the LEA so that Step II(c) of the LEA may occur without requiring demolition of the Broadview Building.</p> <p>To allow for the delayed demolition of the Broadview Building, Bridgepoint must accommodate a grade differential between the Broadview Building and the new Street D to the south of it. City Staff and Bridgepoint have agreed to an interface and access in a manner as set out in a letter from City Engineering and Construction Services to Bridgepoint's general contractor PCL Constructors Canada Inc.</p> <p>The LEA also contemplated a possible delay for completion of Street B, depending on the timing of demolition of the Don Jail. The LEAA will confirm that a delay occurred and provide that the Street B completion conveyance will be a component of the Step II(c) closing (described as Part 3 on Reference Plan 66R-26519).</p>
Terms	<i>[Continued on Page 6]</i>

Property Details	Ward:	30 – Toronto-Danforth
	Assessment Roll No.:	
	Approximate Size:	1,688 m ² ± (18,169.48 ft ² ±)
	Approximate Area:	
	Other Information:	

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 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/Licenser):	<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 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 checked="" 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:

- 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:

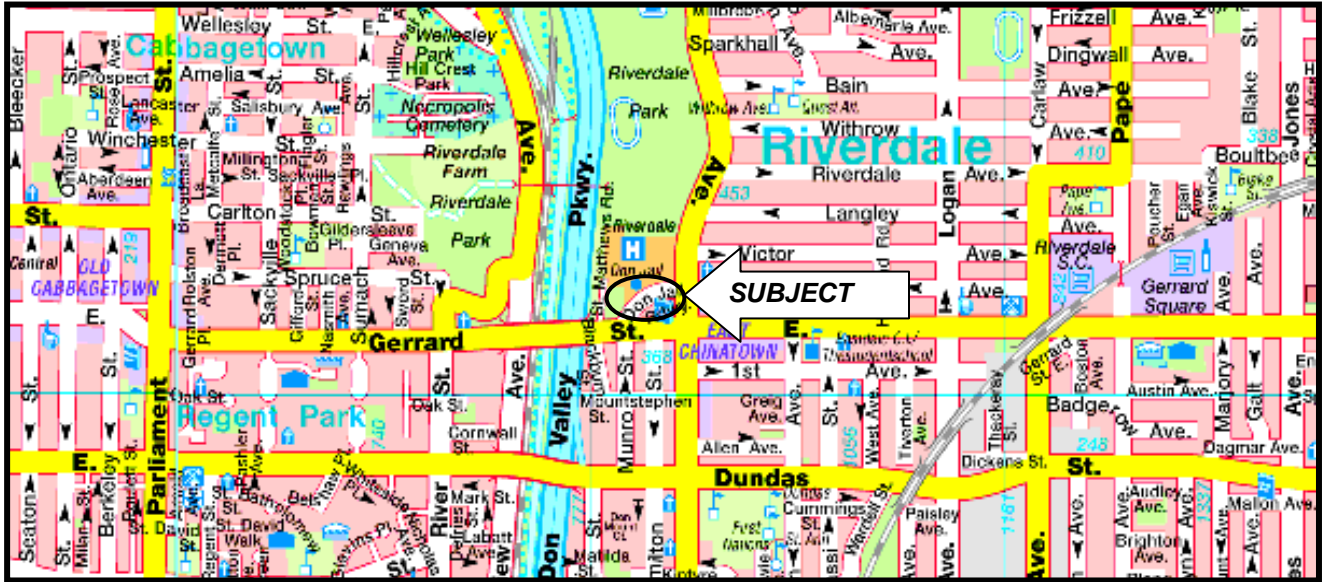
- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)										
Councillor:	Paula Fletcher					Councillor:				
Contact Name:	Susan Serran					Contact Name:				
Contacted by:	Phone	x	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	No objection					Comments:				
Consultation with ABCDs										
Division:	Financial Planning					Division:				
Contact Name:	Anthony Ng					Contact Name:				
Comments:	Ok with Financial Impact statement					Comments:				
Legal Division Contact										
Contact Name:										
DAF Tracking No.: 2015-094			Date			Signature				
Recommended by:	Manager		April 14, 2015			Brian Varner				
<input type="checkbox"/>	Recommended by: Director of Real Estate Services		April 29, 2015			X Joe Casali				
<input checked="" type="checkbox"/>	Approved by: Joe Casali									
<input type="checkbox"/>	Approved by: Chief Corporate Officer					X				
<input type="checkbox"/>	Approved by: Josie Scioli									

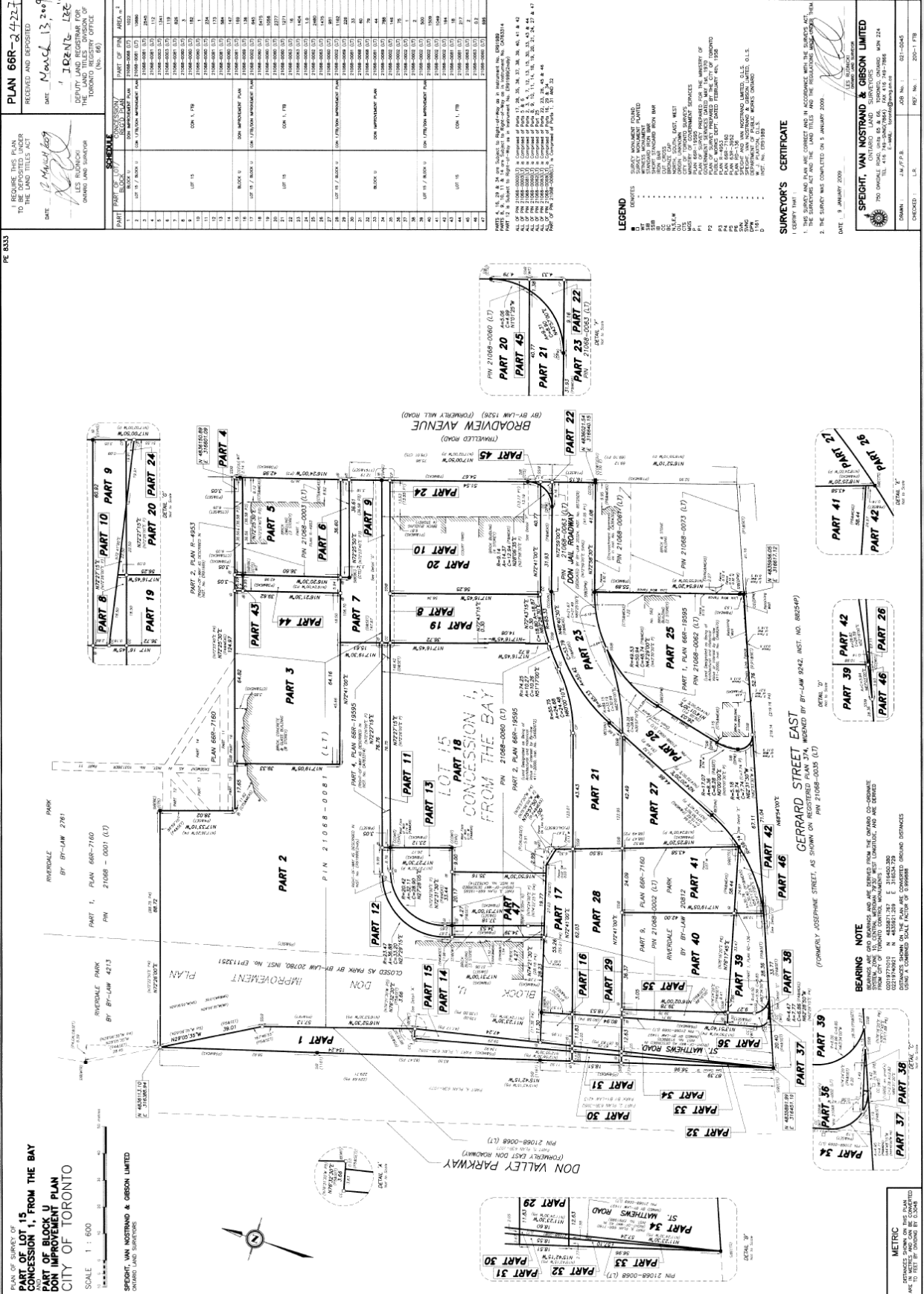
General Conditions ("GC")

- (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 **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



APPENDIX "B" REFERENCE PLAN



Terms**Major terms and conditions of the proposed LEAA are as follows:**

- City agrees that Step II(c) may occur prior to demolition of the building at 430 Broadview Avenue provided that construction of Street D accommodates the grade differential between the Broadview Building and street D pending demolition in the manner required by the City.
- Amend Step II(c) Closing of the LEA by deleting "demolition of the existing building at 430 Broadview Avenue has been substantially completed and" as a condition for the Release Certificate
- Conveyance of Street B completion lands will be a component of the Step II(c) closing