

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

TRACKING NO.: 2016-279

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 (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 (Confirmatory By-Law No. 1234-2013, enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014).

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:	Trixy Pugh	Division:	Real Estate Services
Date Prepared:	December 19, 2016	Phone No.:	(416) 392-8160

Purpose	To obtain authority to enter into an Offer to Sell agreement with 534078 Ontario Limited to acquire the property known as 193 Ferris Road (Rear) for the purpose of expanding an existing parkette.
Property	Part of Lot 18, East York as in Instrument No. EY120851 Except the Easement therein; being all of PIN 10442-0317 (LT) as shown on the Location Map in Appendix "B".
Actions	<p>It is recommended that:</p> <ol style="list-style-type: none"> 1. Authority be granted to enter into an Offer to Sell Agreement (the "Agreement") with 534078 Ontario Limited (the "Vendor") to acquire the property known as Part of Lot 18, East York as in Instrument No EY120851 Except the Easement therein, City of Toronto (the "Property"), substantially on the terms and conditions outlined herein, and on any such other or amended terms and conditions as deemed appropriate by the Chief Corporate Officer, and in a form acceptable to the City Solicitor; 2. The Interim City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, such terms as he considers reasonable. 3. The appropriate City officials be authorized and directed to take the necessary action and give effect thereto.
Financial Impact	<p>The following costs will be incurred by the City in connection with the Agreement:</p> <ol style="list-style-type: none"> 1. Purchase Price - \$175,000.00 2. Land Transfer Tax (Provincial) – \$1,475.00 3. HST – Portion not refunded by the Province is 1.76% of the purchase price being \$3,080.00. 4. Environmental Site Assessment – Phase 1: \$5,000.00 5. Environmental Site Assessment – Phase 2: \$25,000.00 (if required) 6. Registration Costs – \$500.00 <p>Funding for these costs totally \$206,975.00 is available in the 2017 Capital Budget for Parks, Forestry & Recreation under capital account CPR115-46-01.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information</p>
Comments	At its meeting of December 9 and 10, 2015, City Council adopted "Expropriation of Easement for Pedestrian Walkway at 500 Dawes Road". The purpose of this Pedestrian Walkway is to create a safe and accessible connection from the Joshua Cronkwright Parkette to Cedarcrest Boulevard, through the future parkette planned on City owned lands at 49 Cedarcrest Boulevard. Staff from Real Estate Services and Parks, Forestry and Recreation ("PF&R) have also been exploring options for expanding the future parkette to be located at 49 Cedarcrest Boulevard. The subject Property is a property that has been identified by PF&R for inclusion into the future parkette, it is a landlocked parcel of land that cannot be developed for other purposes.
Terms	Refer to Appendix "A" for Terms and Conditions

Property Details	Ward:	31 – Beaches-East York
	Assessment Roll No.:	1906-01-2-120-01700
	Approximate Size:	11.11 m x 42.67 m ± (36.5 ft x 140 ft ±)
	Approximate Area:	474 m ² ± (5,102.8 ft ² ±)
	Other Information:	n/a


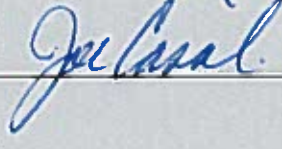
A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
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/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;	<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 three (3) months, including licences for environmental assessments and/or testing, etc.	<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"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	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:

- 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:	Janet Davis				Councillor:							
Contact Name:	Erin George (Dec 16, 2019)				Contact Name:							
Contacted by:	Phone	x	E-Mail		Memo		Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Concurs				Comments:							
Consultation with ABCDs												
Division:	PF&R				Division:	Financial Planning						
Contact Name:	Mark Filice				Contact Name:	Anthony Ng						
Comments:	Concurs (Dec 12, 2016)				Comments:	Incorporated into DAF (Dec 16, 2016)						
Legal Division Contact												
Contact Name:	Michele Desimone (Dec 12, 2016)											
DAF Tracking No.: 2016- 279					Date		Signature					
Recommended by: Manager					Dec 20 th 2016							
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali				Dec 23/16		X					
<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"

Terms and Conditions

Owner:	534075 Ontario Limited
Purchase Price:	\$175,000.00
Deposit:	\$2.00
Lands:	Part of Lot 18, Plan 3294, East York as in Instrument No. EY120851 Except the Easement therein; Toronto (East York), City of Toronto, being all of PIN 10442-0317
Property Rights:	Fee Simple Ownership
Irrevocable Period:	The Irrevocable Period shall be the period of time ending at 11:59 p.m. on the Business Day next following sixty (60) days after the Vendor's execution of this Offer.
Land Titles Absolute Plus Condition:	The Vendor agrees that the City's obligation to complete the transaction of purchase and sale contemplated by the Agreement shall be conditional upon the Vendor successfully amending the Estate/Qualifier for the whole of the Property from 'Fee Simple LT Conversion Qualified' to 'Fee Simple LT Absolute Plus'.
Due Diligence Period:	The Due Diligence Period shall be the period of time ending at 11:59 p.m. on the Business Day next following ninety (90) days after the LT+ Parcel Register Delivery Date
Closing Date:	The Closing Date shall be the Business Day next following forty-five (45) days after the Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition.
Warranties:	The Vendor represents and warrants that the warranties represented in the Agreement are to the best of their knowledge and belief.
Indemnity:	The Vendor shall deliver to the City, the Vendor's written covenant to indemnify and save harmless the City from and against Claims incurred by, suffered by or brought against the City resulting, directly or indirectly from any breach of the Warranties, such indemnity to be in the form of the Vendor's indemnity.

Appendix "B"

Location Map & Sketch

