

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

Tracking No: 2016-162

- 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:	Adam Pressick	Division:	Real Estate Services
Date Prepared:	August 18, 2016	Phone No.:	416-392-1166

Purpose	To obtain authority for the City to enter into a lease agreement (the "Agreement") with Service Corporation International Canada ULC o/a Jerrett Funeral Homes (the "Tenant") for use of a City-owned closed laneway for landscaping and access purposes.
Property	Approximately 1,479 square feet of a closed laneway, adjacent to Lots 48, 49, 50, 51 and part of 52, Plan 2324 and east of 6183-6191 Yonge Street, Toronto, as shown in Schedule "A" and as outlined on Schedule "B" (the "Property").
Actions	<ol style="list-style-type: none"> 1. Authority is granted to enter into the Agreement with the Tenant subject to the terms and conditions herein and on Page 4, and on such other or amended terms and conditions as may be satisfactory to the Chief Corporate Officer (the "CCO"), and in a form acceptable to the City Solicitor. 2. The CCO or her designate shall administer and manage the Agreement including the provision of any consents, approvals, waivers, notices, amendments and notices of termination, provided that the CCO may, at any time, refer consideration of such matters to City Council for its determination and direction. 3. The appropriate City officials be authorized and directed to take whatever action is necessary to give effect thereto.
Financial Impact	<p>The Agreement will result in revenues to the City of \$22,922.46 plus HST for basic rent over the ten year term.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	A portion of the Property has been used for access purposes by the owner of 6183-6191 Yonge Street since approximately 1993. On February 29, March 1, and 2, 2000, City Council authorized closing the laneway to facilitate the owner of 6183-6191 Yonge Street entering into a licence agreement to use the Property for access and landscaping purposes (authorized by DAF 2000-098). The original licence agreement permitting the use of the Property expired on August 31, 2010, and the Tenant has since been in overhold. As the use of the Property is exclusive to the Tenant the land use agreement is being drafted as a lease, not as a licence.
Terms	<p>The Property has been declared surplus to permit continued third party use of the Property beyond 21 years as authorized by DAF# 2014-259.</p> <p>The major terms and conditions are contained on Page 4. Real Estate Services staff deem the terms of the Agreement to be fair and reasonable.</p>

Property Details	Ward:	24 - Willowdale
	Assessment Roll No.:	
	Approximate Size:	12 ft x 134.5 ft
	Approximate Area:	1,479 square feet (137.40 square metres)
	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 type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p><input checked="" 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:		David Shiner			Councillor:				
Contact Name:		Will Pennell			Contact Name:				
Contacted by:		Phone	x	E-Mail		Memo		Other	
Comments:		Consent			Comments:				
Consultation with ABCDs									
Division:		Circulated to all divisions			Division:		Financial Planning		
Contact Name:					Contact Name:		Filisha Mohammed		
Comments:		Consented			Comments:		Reviewed		
Legal Division Contact									
Contact Name:		Rebecca Hartley							
DAF Tracking No.: 2016 - 162				Date		Signature			
Recommended by: Wayne Duong, Manager, Leasing				Aug/19/2016		Sgd.\ Wayne Duong			
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali				Aug/26/2016		Sgd.\ 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.

Terms and Conditions

Property:

Approximately 1,479 square feet (137.40 square metres) of a closed laneway abutting the east side of 6191 Yonge Street, Toronto.

Landlord:

City of Toronto

Tenant:

Service Corporation International (Canada) ULC operating as Jerrett Funeral Homes

Term:

Ten (10) years commencing September 1, 2010 and expiring on August 31, 2019.

Basic Rent (annual):

September 1, 2010	\$1,200.00 per annum plus applicable taxes
September 1, 2011	\$1,200.00 per annum plus applicable taxes
September 1, 2012	\$1,200.00 per annum plus applicable taxes
September 1, 2013	\$1,200.00 per annum plus applicable taxes
September 1, 2014	\$1,200.00 per annum plus applicable taxes
September 1, 2015	\$1,200.00 per annum plus applicable taxes
September 1, 2016	\$3,786.25 per annum plus applicable taxes
September 1, 2017	\$3,880.91 per annum plus applicable taxes
September 1, 2018	\$3,977.93 per annum plus applicable taxes
September 1, 2019	\$4,077.38 per annum plus applicable taxes

Early Termination:

At any time during the term, the Landlord shall have the right to terminate the lease with at least six (6) months written notice.

Use:

The Property shall be used for the purpose of (i) driveway for pedestrian and vehicular access to the Tenant's easterly parking area and (ii) landscaping.

Insurance:

Commercial General Liability coverage in the amount of \$5,000,000.00 per occurrence.

Indemnity & Release:

The Tenant agrees that the Landlord and its officers, agents, servants, contractors, representatives, employees, elected and appointed officials, successors and assigns (the "**Released Parties**"), shall not be held liable for any injury, loss, damage or expenses which may result from or arise out of the Landlord entering into this agreement. The Tenant shall, at all times, indemnify and save harmless the Landlord from and against any and all manner of actions, claims, charges, costs, damages, demands, expenses, losses and other proceedings whatsoever (including but not limited to those under or in connection with the Construction Lien Act or any successor legislation) in connection with any work done for the Tenant at or on the Property and shall promptly see to the removal from the registered title to the Property of every claim for lien and/or certificate of action having to do with such work or supply of services and/or materials for such work. The Tenant hereby releases, waives and forever discharges the Released Parties of and from all claims, demands, damages, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to the person or any property of the Tenant or others howsoever caused, arising or to arise by reason the permission granted pursuant to this agreement, or any of the terms and conditions hereof.

Maintenance & Repair:

The Tenant covenants with the City to keep, at its sole cost and expense, the Property, in a clean and well-ordered condition, cut any and all grass, keep all trees protected, and not to permit any ashes, garbage, rubbish refuse, debris or other loose or objectionable material to be stored, or to accumulate.

Administrative Fee:

The Tenant shall pay administration fees as set by City Council from time to time for amendments or renewals of the lease documentation.

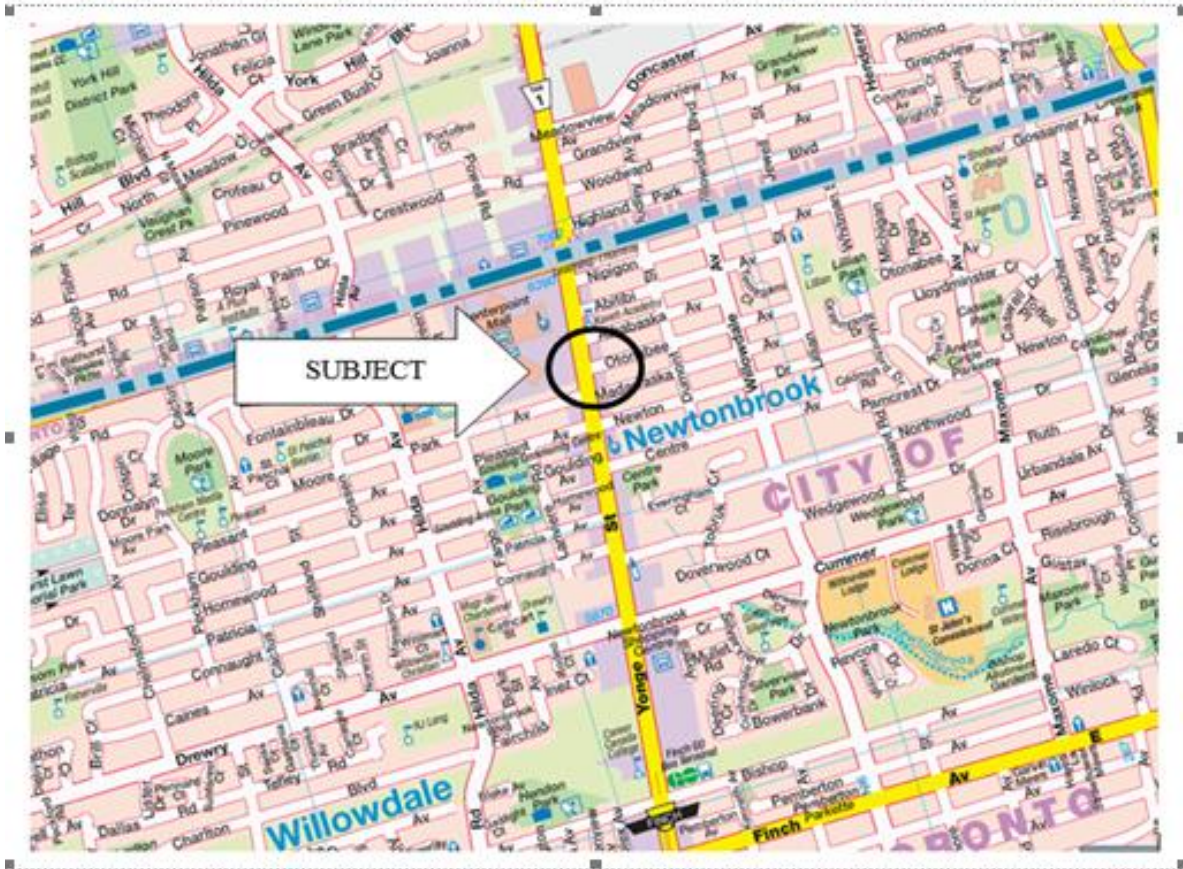
Additional Rent:

The Tenant covenants with the City to pay all Annual Rent, Rental Taxes and Realty Taxes allocated to the Property and to pay all charges, costs, accounts and any other sums payable in respect of utilities and services to the Property.

Realty Taxes:

The Tenant shall pay to the Landlord all Realty Taxes levied, rated, charged or assessed throughout the term and any extension, on or in relation to the Property.

Appendix "A" – Location of the Property



Appendix "B" – Site Plan of the Property (Outlined)

