

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

**TRACKING NO.: 2016-254**

<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 (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).			
<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:	Simona Rasanu	Division:	Real Estate Services
Date Prepared:	December 7, 2016	Phone No.:	416-397-7682
<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Licence Agreement") with Ryerson University (the "Licensee") to allow the use of a portion of the City-owned lands at 42 Gerrard Street East for access, construction hoarding, temporary storage and tree removal and replanting, to facilitate the Licensee's redevelopment of its adjacent lands at 44 Gerrard Street East. The City's existing tenant, 475920 Ontario Limited ("475920"), has agreed to be a party to the Licence Agreement to confirm its consent to the Licence Agreement.		
<b>Property</b>	The Licence Agreement is for a portion of the lands municipally known as 42 Gerrard Street East, and described as Part of Lots 57-58, Plan 203, Toronto, and Part of Lot 11, North Side of Gerrard Street, Plan 22A, Toronto, as in Instrument No. CA424378 (Schedule B), Toronto (the "Property"), as shown cross-hatched on the sketch in Appendix "B" (the "Licensed Area").		
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. The City enter into the Licence Agreement with the Licensee and 475920 on the terms and conditions outlined in Appendix "A", and on such other amended terms and conditions as deemed appropriate by the Chief Corporate Officer (the "CCO") or designate, and in a form satisfactory to the City Solicitor.</li> <li>2. The CCO administer and manage the Licence Agreement, including the provision of any consent, approvals, waivers, notices and notices of termination provided that the CCO may, at any time, refer consideration of such matter to City Council for its determination and direction.</li> <li>3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>		
<b>Financial Impact</b>	<p>The City will receive a one-time payment of \$208,426.73 (plus HST) in consideration for granting the Licence Agreement.</p> <p>The Deputy City Manager &amp; Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<p>The Licensee has submitted a Site Plan Control application to the City to permit the redevelopment of its property at 44 Gerrard Street East, which is adjacent to the Licensed Area. The redevelopment includes the addition of a new 3-storey building north of the existing 3-storey building with frontage onto McGill Street, as well as a new 5-storey building to the east of the existing building as part of the new Ryerson Centre for Urban Innovation. To facilitate the redevelopment, the Licensee has requested the use of the Licensed Area for access, temporary storage, and construction hoarding.</p> <p>The Licensed Area is currently landscaped with 18 trees. As part of the Site Plan Control review process, the City's Parks, Forestry &amp; Recreation division requires the removal of all 18 trees currently located on the Licensed Area due to their poor condition. The Licensee has agreed to replace the trees and complete all landscape improvements at its own cost. A tree removal permit (the "Permit") has been issued by the City.</p> <p>The Property has been leased for nominal consideration since 1970 to 475920, the owner of the adjacent property to the west, for ingress/egress to its building's parking garage and landscaping, until such time as the leased lands are dedicated for public highway purposes. 475920 has agreed to be a party to the Licence Agreement to confirm its consent, subject to non-interference with the travelled portion of the Property.</p> <p>Real Estate Services considers the proposed Licence Agreement to be fair and reasonable to all parties.</p>		
<b>Terms</b>	Please see page 4.		
<b>Property Details</b>	<b>Ward:</b>	27 – Toronto Centre-Rosedale	
	<b>Approximate Area:</b>	331 m <sup>2</sup> ± (3,563 ft <sup>2</sup> ±)	

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:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	<b>Delegated to a more senior position.</b>	<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:	<b>Delegated to a more senior position.</b>	<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 checked="" 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. <b>Delegated to a less senior position.</b>
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) – November 1, 2016									
Councillor:	Kristyn Wong-Tam					Councillor:			
Contact Name:	Melissa Wong					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No objections					Comments:			
Consultation with ABCDs									
Division:	Parks, Forestry & Recreation					Division:	Financial Planning		
Contact Name:	Gary R. LeBlanc					Contact Name:	Filisha Mohammed		
Comments:	Comments have been incorporated					Comments:	Concurs with Financial Impact		
Legal Division Contact									
Contact Name:	Jack Payne								
DAF Tracking No.: 2016-254			Date			Signature			
Recommended by: Manager			Dec/8/2016			Sgd.\ Wayne Duong			
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali			Dec/14/2016			Sgd.\ Joe Casali			
<input checked="" type="checkbox"/> Approved by:									
<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 **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": Major Terms and Conditions

**Property:** Part of Lots 57-58, Plan 203, Toronto, and Part of Lot 11, North Side of Gerrard Street, Plan 22A, Toronto, as in Instrument No. CA424378 (Schedule B), Toronto, known municipally as 42 Gerrard Street East

**Licensed Area:** a portion of the Property measuring approximately 3,563 ft<sup>2</sup>, shown cross-hatched on Appendix "B".

**Licensors:** City of Toronto

**Licensee:** Ryerson University

**Tenant :** 475920 Ontario Limited ("475920")

**Use:** vehicular and pedestrian access (including transport of construction-related materials and materials for disposal), temporary installation of asphalt and road building materials, temporary storage of construction-related equipment and materials, installation of construction hoarding, and removal and replanting of trees in accordance with the Permit. The Licensee's hoarding shall not interfere with vehicular or pedestrian movement by the City, 475920 or others over the remainder of the Property.

**Term:** Two (2) years commencing December 19, 2016, or such other date acceptable to the Chief Corporate Officer.

**Licence Fee:** \$208,426.73 plus HST for the Term, or \$104,213.36 plus HST annually

**Restoration:** Upon expiry or termination of the Licence, the Licensee shall repair, at its sole expense, any damage or disturbance to the Licensed Area arising out of or relating to its use of the Licensed Area, remove any hoarding, asphalt and road building materials and other fixtures or equipment, remove any hazardous materials, dispose of any soils and debris generated from the Licensee's use of the Licensed Area, and restore the Licensed Area to its condition prior to the Licensee's occupancy, save and except any damage caused by 475920.

**Indemnity:** The Licensee shall indemnify and save the City and 475920 harmless from and against all losses, actions and claims brought against the City or 475920 or their property in respect of loss, damage or injury arising out of the Licensee's use of the Licensed Area, the condition of the Licensed Area or the effect of such condition on adjoining lands, unless caused by the negligence of the City or 475920.

### **Insurance:**

- i) Commercial General Liability not less than \$5 million per occurrence, with the City and 475920 added as additional insureds.
- ii) Standard Automobile Liability for all motorized vehicles not less than \$2 million per occurrence.

**Permitted Substances:** The Licensee shall not use, store or deposit any hazardous substances on the Licensed Area, except for the Permitted Substances as defined in the Licence, which must be used in strict compliance with all applicable laws.

**Realty taxes:** The Licensee will not be responsible for payment of realty taxes. 475920 will continue to be responsible for payment of realty taxes for the entire Property pursuant to its lease with the City.

**Consent:** 475920, as tenant of the Property, confirms its consent to the grant of the licence, provided that the Licensee complies with its obligations under the Licence Agreement, does not interfere with any construction by 475920, and provides information as reasonably required to confirm the Licensee's use will not interfere with 475920's use of the Property.

Appendix "B": Location Map and Sketch of Licensed Area

