

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

TRACKING NO.: 2016-154

Approved pursuant to the Delegated Authority contained in City Council Item CC27.6 entitled "**Metrolinx-City of Toronto-Toronto Transit Commission Master Agreement for Light Rail Transit Projects**" adopted by City Council on October 30, 31 and November 1, 2012. City Council confirmatory By-law No. 1448-2012, enacted on November 1, 2012.

Prepared By:	Susan Lin	Division:	Real Estate Services
Date Prepared:	June 24, 2016	Phone No.:	416-392-4135

Chief Corporate Officer has approval authority to approve the disposal to Metrolinx of certain Transit Lands for nominal consideration, (on terms satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor).

Purpose To obtain authority to grant a temporary licence and amend the existing licences to Metrolinx to use surface and subsurface portions of 770 Don Mills Road for the construction of a station box, installation of tie-backs to support shoring and excavation, and for construction staging purposes as required for the implementation of the Eglinton-Scarborough Crosstown Light Rail Transit Project (the "Project").

Property Part of the City-owned land located at 770 Don Mills Road (the "Property"), comprising of:

- 1) Portions of the Property, being part of Lot 1, Concession 3 East of Yonge Street (part of PIN 10369-0143(LT)), also shown as Part 1 on Sketch Job No. 2013-16472-1A (the "Station Box Lands")
- 2) Surface portions of the Property, being part of Lot 1, Concession 3 East of Yonge Street (part of PIN 10369-0143(LT)), also shown as Parts 4, 8 & 9 on Sketch Job No. 2013-16472-1A (the "Staging Lands");
- 3) Subsurface portions of the Property, being part of Lot 1, Concession 3 East of Yonge Street (part of PIN 10369-0143(LT)), also shown as Parts 2, 3, 5, 6 & 7 on Sketch Job No. 2013-16472-1A (the "Tie-back Lands");

As shown on Appendix "B".

Actions

1. Authority be granted to amend an existing temporary licence with Metrolinx, dated July 23, 2015, over the Station Box Lands, to include more lands for the construction of a station box at the Don Mills Station;
2. Authority be granted to amend an existing temporary licence with Metrolinx, dated July 23, 2015, over the Staging Lands, to include more lands for construction staging purposes and increase the term of the licence to four (4) years with an option to renew for one (1) additional year;
3. Authority be granted to enter into a temporary licence with Metrolinx for a term of five (5) years, for the installation of tie-backs in and through the Tie-back Lands to support shoring and excavation, on terms and conditions as set out herein and as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor;
4. Authority be granted for the Chief Corporate Officer to administer and manage the temporary licences including the provision of any consent, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter to City Council for its determination and direction.
5. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact There is no financial impact resulting from this DAF. The proposed temporary licences will be granted for nominal consideration.

Pursuant to Schedule G (Real Estate Protocol) contained in the Master Agreement between the City, the Toronto Transit Commission and Metrolinx for the implementation of the Toronto Light Rail Transit Program dated November 28th, 2012 ("Master Agreement"), temporary use property requirements not required for City purposes are to be provided to Metrolinx for nominal consideration.

The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments	<p>The Property was acquired by the former Municipality of Metropolitan Toronto in 1955 for future road allowance purposes to accommodate a future interchange at Eglinton Avenue East and Don Mills Road. Since 1968, the northern portion of the Property has been leased to The Centennial Centre for Science and Technology for overflow parking purposes. The most recent lease renewal was effective July 1, 1998 for a five-year lease term which is currently overholding. On August 11, 2010 the northern portion was declared surplus by DAF No. 2010-068, with the intended manner of disposal to be by way of a transfer to Build Toronto. City Council at its meeting held on August 25, 26 and 27, 2010, adopted GM 33(20) – "Transfer of Properties to Build Toronto and Declaration of Surplus – Third Quarter 2010", granting authority to enter into an agreement to transfer part of the property at the southwest corner of Eglinton Avenue East and Don Mills Road to Build Toronto. One of the Terms and Conditions of Transfer is that Build Toronto accommodates a TTC entrance facility for the future Eglinton and/or Don Mills LRT lines proposed at the intersection of these roads.</p> <p>As part of the Project, Metrolinx had requested for fee simple interest of the northeast corner of the Property to construct one of the station entrances at the intersection. In 2015, DAF No. 2015-229 was authorized, which amended the manner of disposal for the northeast corner of the Property, from a transfer to Build Toronto, to inviting an offer to purchase from Metrolinx. However, access to parts of the Property prior to the completion of the transfer was required. As such, pursuant to DAF No. 2015-178, the City conveyed temporary licences to Metrolinx for access.</p> <p>Metrolinx has recently revised its property requirements and requested for temporary licences to construct a station box, use as a construction staging area, and install tie-backs. The Property Management Committee has reviewed Metrolinx's requirements of the Property and recommends that temporary licences be conveyed to Metrolinx subject to protection of the City or third-party infrastructure and/or utilities.</p>
Terms	See Appendix "A"

Property Details	Ward:	26 – Don Valley West
	Assessment Roll No.:	Part of 1908-10-1-520-00300
	Approximate Area:	
	Station Box Lands: Construction Staging Lands: Tie-back Lands:	761.4 m ² ± (8,195.64 ft ² ±) 502.3 m ² ± (5,406.7 ft ² ±) 2,506.6 m ² ± (26,980.8 ft ² ±)

Consultation with Councillor(s)									
Councillor:	Jon Burnside				Councillor:				
Contact Name:	Jon Burnside				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Notified (June 24, 2016)				Comments:				
Consultation with ABCDs									
Division:					Division:	Financial Planning			
Contact Name:					Contact Name:	Filisha Mohammed			
Comments:					Comments:	June 24, 2016			
Legal Division Contact									
Contact Name:	Lisa Davies (2-7270) / Barbara Cappell (7-4055) (Comments incorporated – June 24, 2016)								

DAF Tracking No.: 2016-154	Date	Signature
Recommended by: Manager	June 24, 2016	Daryll Ramos for Tasse Karakolis
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali	June 24, 2016	Joe Casali
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	June 27, 2016	Josie Scioli

Terms and Conditions:

Temporary Licence for Station Box – Major Provisions:

- (i) Term: Five (5) years;
- (ii) Upon the expiration of the Term, and in the event that Metrolinx does not acquire all or part of the Station Box Lands on a permanent basis, Metrolinx must, at its sole cost, remove its equipment and debris from the Property and restore the Property to the satisfaction of the City;
- (iii) Metrolinx shall take measures to ensure that underground services, utilities and/or structures that may exist on, under or adjacent to the licensed areas are protected from damage.
- (iv) Metrolinx to repair all damage caused by any exercise of its rights under the Temporary Licence to the satisfaction of the Chief Corporate Officer;
- (v) Insurance provisions as per Schedule B to the Master Agreement, or such other insurance that is equal to or greater than the insurance provided as set out in Schedule B, together with such other conditions as the Chief Corporate Office may deem appropriate.

Temporary Licence for Construction Staging – Major Provisions:

- (i) Term: Four (4) years, with an option to renew for one (1) additional year;
- (ii) Upon the expiration of the Term, Metrolinx must, at its sole cost, remove its equipment and debris from the Property and restore the Property to the satisfaction of the City;
- (iii) Metrolinx shall take measures to ensure that underground services, utilities and/or structures that may exist on, under or adjacent to the licensed areas are protected from damage.
- (iv) Metrolinx to repair all damage caused by any exercise of its rights under the Temporary Licence to the satisfaction of the Chief Corporate Officer;
- (v) Insurance provisions as per Schedule B to the Master Agreement, or such other insurance that is equal to or greater than the insurance provided as set out in Schedule B, together with such other conditions as the Chief Corporate Office may deem appropriate.

Temporary Licence for Tie-backs – Major Provisions:

- (i) Term: Five (5) years, with no less than fourteen (14) days' prior written notice of commencement of the work;
- (ii) Prior to commencement of any work, Metrolinx shall provide to the Chief Corporate Officer detailed plans showing the proposed location and specifications of the tie-backs;
- (iii) Upon the expiration of the Term, Metrolinx must, at its sole cost, ensure that the tie-backs are de-stressed, and remove any of its equipment and debris from the Property and restore the Property to the satisfaction of the City;
- (iv) Metrolinx shall take measures to ensure that underground services, utilities and/or structures that may exist on, under or adjacent to the licensed areas are protected from damage.
- (v) Metrolinx to repair all damage caused by any exercise of its rights under the Temporary Licence to the satisfaction of the Chief Corporate Officer;
- (vi) Insurance provisions as per Schedule B to the Master Agreement, or such other insurance that is equal to or greater than the insurance provided as set out in Schedule B, together with such other conditions as the Chief Corporate Office may deem appropriate.

Appendix "C" – Aerial & Map

DAF No. 2016-154

