

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

TRACKING NO.: 2017-013

- 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 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:	Kathie Capizzano	Division:	Real Estate Services
Date Prepared:	January 5, 2017	Phone No.:	2-4825

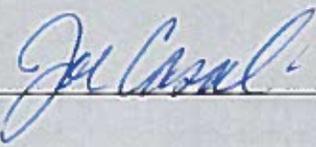
Purpose	To obtain approval for the City to accept the Offer to Sell from Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (the "Province") for the conveyance to the City of the property known as part of Underpass Park on Eastern Avenue and to obtain approval for the City to enter into a related Warranty Agreement with Toronto Waterfront Revitalization Corporation ("WT")
Property	Part of Underpass Park on the north west corner of Eastern Avenue and St. Lawrence Street, designated as Parts 1, 2 and 3 on Expropriation Plan D931 and Parts 30, 31, 32 and 33 on Plan 66R-16601, and shown as Parts 1 – 7 on Plan 66R-27277 attached as Schedule "A" (the "Property")
Actions	<ol style="list-style-type: none"> 1. Authority be granted for the City to accept the Offer to Sell from the Province for the conveyance of the Property to the City, for nominal consideration of \$2.00, substantially on the terms and conditions outlined on page 2 and on such other or amended terms and conditions as may be acceptable to the Chief Corporate Officer and in a form satisfactory to the City Solicitor. 2. Authority be granted for the City to enter into a Warranty Letter Agreement with WT, under which WT guarantees the construction of Underpass Park for a 2 year period commencing on June 30, 2015, substantially on the terms and conditions outlined on page 2 and on such other or amended terms and conditions as may be acceptable to the Chief Corporate Officer and in a form satisfactory to the City Solicitor. 3. The City Solicitor be authorized to complete the transaction(s) 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, on such terms as he or she considers reasonable. 4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>There are no financial implications resulting from this approval. The Property will be conveyed to the City for nominal consideration, with the Province paying the related conveyancing costs.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The Province is the registered owner of the Property, which forms part of Underpass Park. The City owns the remaining portion of Underpass Park. The Province and the City entered into a subdivision agreement for Phase 1 of the West Don Lands redevelopment. Underpass Park is not subject to the subdivision agreement. However, the parties agreed that WT would construct a park on Underpass Park in accordance with plans and specifications approved by the City, in concert with the development of the surrounding lands. It was also agreed that following completion of construction, the Province would convey the Property to the City, at no cost to the City, subject to the necessary approvals being obtained. The Property is subject to Certificate of Property Use number 7502-8FNNQZ, issued on March 13, 2014 by the Director of the Ministry of the Environment and Climate Change (the "CPU"), which imposes certain requirements on the "owner" of the Property, as set out in the Record of Site Condition that was filed in the Environmental Site Registry on October 16, 2014. Parks, Forestry & Recreation Division staff have confirmed that they have reviewed the Record of Site Condition and are satisfied that the Property meets the applicable MOECC standards for parks use. Underpass Park was completed as of June 30, 2015. The Province would like to complete the conveyance to the City, substantially on the terms set out on page 2.</p> <p>WT agreed to guarantee the construction of Underpass Park for a period of 2 years following completion of construction. To give effect to this, the City and WT will enter into a Warranty Letter Agreement, substantially on the terms set out on page 2.</p>

Property Details	Ward:	28 – Toronto Centre – Rosedale
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	Approximately 1440.9 square metres (15,509.7 square feet)
	Other Information:	

Terms	<p>Offer to Sell:</p> <p>Vendor: Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (the "Province")</p> <p>Property: Part of Underpass Park on the north west corner of Eastern Avenue and St. Lawrence Street, designated as Parts 1, 2 and 3 on Expropriation Plan D931 and Parts 30, 31, 32 and 33 on Plan 66R-16601, and shown as Parts 1 – 7 on Plan 66R-27277 attached as Schedule "A"</p> <p>Purchase Price: \$2.00</p> <p>Irrevocable Date: 60 days after the date the Vendor delivers an executed copy of the Offer to the City</p> <p>Closing Date: 30 days after the Acceptance Date</p> <p>Terms and Conditions:</p> <ol style="list-style-type: none"> 1. The City's obligation to complete the Agreement shall be conditional upon the City and WT entering into a warranty agreement guaranteeing the workmanship and materials for the construction of the park on the Property for a 2 year period expiring June 29, 2017. 2. On Closing, the Vendor shall pay, on behalf of the City, all taxes charged which are payable in connection with the transfer of the Property to the City. Notwithstanding Closing, the Vendor shall remain responsible for the payment of any additional taxes charged which may be assessed or levied in respect of the transfer of the Property to the City following Closing. 3. The Vendor shall pay the costs of registration of the Transfer of the Property to the City. 4. On Closing, the Vendor shall, at its sole cost, provide the City with its solicitor's title opinion, in form and content satisfactory to the City Solicitor, confirming that the City has acquired good and marketable title to the Property, free of encumbrances, except the CPU. <p>Warranty Letter Agreement:</p> <p>Parties: Toronto Waterfront Revitalization Corporation ("WT") and City of Toronto</p> <p>Term: June 30, 2015 to June 29, 2017</p> <p>Terms and Conditions:</p> <ol style="list-style-type: none"> 1. WT shall guarantee and warrant, for a period of two (2) years, commencing on June 30, 2015 and expiring on June 29, 2017 (the "Warranty Period"), that Underpass Park has been constructed in a good and workmanlike manner with first class materials in accordance with the approved plans and specifications, and WT shall covenant to undertake and complete any remedial work and/or repairs to Underpass Park necessary to remedy any defects in Underpass Park that are identified during the Warranty Period, to the satisfaction of the City's General Manager of Parks, Forestry & Recreation. 2. WT shall agree to deliver to the City within thirty (30) days of the date of the Warranty Letter Agreement, "as built" drawings, surveys and records of Underpass Park, certified by the landscape architect of record with respect thereto, together with written certification from the said landscape architect that Underpass Park has been constructed in accordance with the approved plans and specifications.
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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"/> (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 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:
<input type="checkbox"/> 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
<input type="checkbox"/> 2. Expropriation Applications and Notices following Council approval of expropriation.
<input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him.
Chief Corporate Officer also has approval authority for:
<input type="checkbox"/> Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)										
Councillor:	Pam McConnell					Councillor:				
Contact Name:						Contact Name:				
Contacted by:	Phone	x	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	concurs					Comments:				
Consultation with ABCDs										
Division:	Parks, Forestry & Recreation					Division:	Waterfront Secretariat / Finance			
Contact Name:	Marc Kramer					Contact Name:	Stephen McKenna / Anthony Ng			
Comments:	concurs					Comments:	Concurs / concurs			
Legal Division Contact										
Contact Name:	Jacqueline Vettorel									
DAF Tracking No.:	2017-013					Date	Signature			
Recommended by:	Manager					Jan 6/17				
<input type="checkbox"/> Recommended by:	Director of Real Estate Services Joe Casali					Jan 9/17	X			
<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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (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.

