

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

1 of 6
WITH CONFIDENTIAL ATTACHMENT
TRACKING NO.: 2017-140

☒ 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 on 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), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).

☐ 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:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	May 16, 2017	Phone No.:	416-392-7169
Purpose	To authorize an easement extension agreement (the "Agreement"), between the City and The Dominion Realty Company Limited (the "Prior Owner") and ONT GTA Properties Inc. (the "Current Owner"), which Agreement also provides consent for the assignment of the owner's rights and obligations to the Current Owner, for the property municipally known as 3940 Keele Street (the "Property"). This easement extension is required for the construction of the main entrance building for the new Finch West Station and works as part of the Toronto-York Spadina Subway Extension Project (the "Project").		
Property	Part of the lands municipally known as 3940 Keele Street and legally described as Part of Lot 21, Concession 4 West of Yonge Street, designated as Parts 1 & 3 on Plan 66R25163, as shown on Appendix "B" and on Location Map in Appendix "C".		
Actions	<p>It is recommended that:</p> <ol style="list-style-type: none"> 1. Authority be granted to execute the Agreement with the Current Owner and the Prior Owner, substantially on the terms and conditions outlined below and in the Confidential Attachment. 2. The Confidential Attachment should remain confidential until there has been a final determination of all property transactions and claims for compensation related to the Project. 3. The Chief Corporate Officer or designate shall administer and manage the Agreement including the provision of any amendments, consents, approvals, waivers, notices, and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction. 4. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses and applicable HST, if any. 5. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>Funding for the Agreement, as set out in the Confidential Attachment, is available in the Council Approved 2017 Capital Budget and 2018-2026 Capital Plan within the Toronto-York Spadina Subway Extension Capital Project.</p> <p>The Deputy City Manager and Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>On January 24, 2011, DAF 2011-048 authorized the execution of a two (2) year easement agreement with a right to renew for a period of one (1) year, commencing July 27, 2011. The City exercised its right to renew the easement until July 26, 2014. On June 23, 2014, DAF 2014-155 authorized the execution of an additional one (1) year easement agreement, commencing on July 27, 2014 and expiring on July 26, 2015. On June 1, 2015, DAF 2015-078 authorized the execution of an amending agreement further extending the temporary easement by one (1) year with two (2) six month renewal options commencing July 27, 2015.</p> <p>Construction of the Project is ongoing. TTC staff have identified the need to extend the temporary easement for an additional two (2) months. In addition, the property has been sold and the Prior Owner requires the consent from the City to transfer the temporary easement and a previously entered Driveway Relocation Agreement for the purpose of relocating the driveway on the Property, to the Current Owner.</p>		
Terms	Refer to Appendix "A" and the Confidential Attachment.		
Property Details	Ward:	8 – York West	
	Assessment Roll No.:	1908033330013100000	
	Approximate Size:	n/a	
	Approximate Area:	327.0 m ² ± (3,520 ft ² ±)	
	Other Information:		



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:	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: N/A	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 checked="" 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 checked="" 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 or her.

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:	Anthony Peruzza				Councillor:		
Contact Name:	Tom Rakoccevic				Contact Name:		
Contacted by:	Phone	x	E-Mail		Memo		Other
Comments:	April 28, 2017				Comments:		
Consultation with ABCDs							
Division:	TTC				Division:	Financial Planning	
Contact Name:	Joanna Kervin				Contact Name:	Karyn Spielgelman/Warren Daniel	
Comments:					Comments:	concurs	
Legal Division Contact							
Contact Name:	Ray Mickevicius						
DAF Tracking No.: 2017- 140					Date	Signature	
Recommended by: Manager – Tim Park					May 15 th 2017		
<input checked="" type="checkbox"/> Recommended by:	Director of Real Estate Services Joe Casali				May 24/17		
<input checked="" type="checkbox"/> Approved by:							
<input type="checkbox"/> Approved by:	Chief Corporate Officer Josie Scioli						

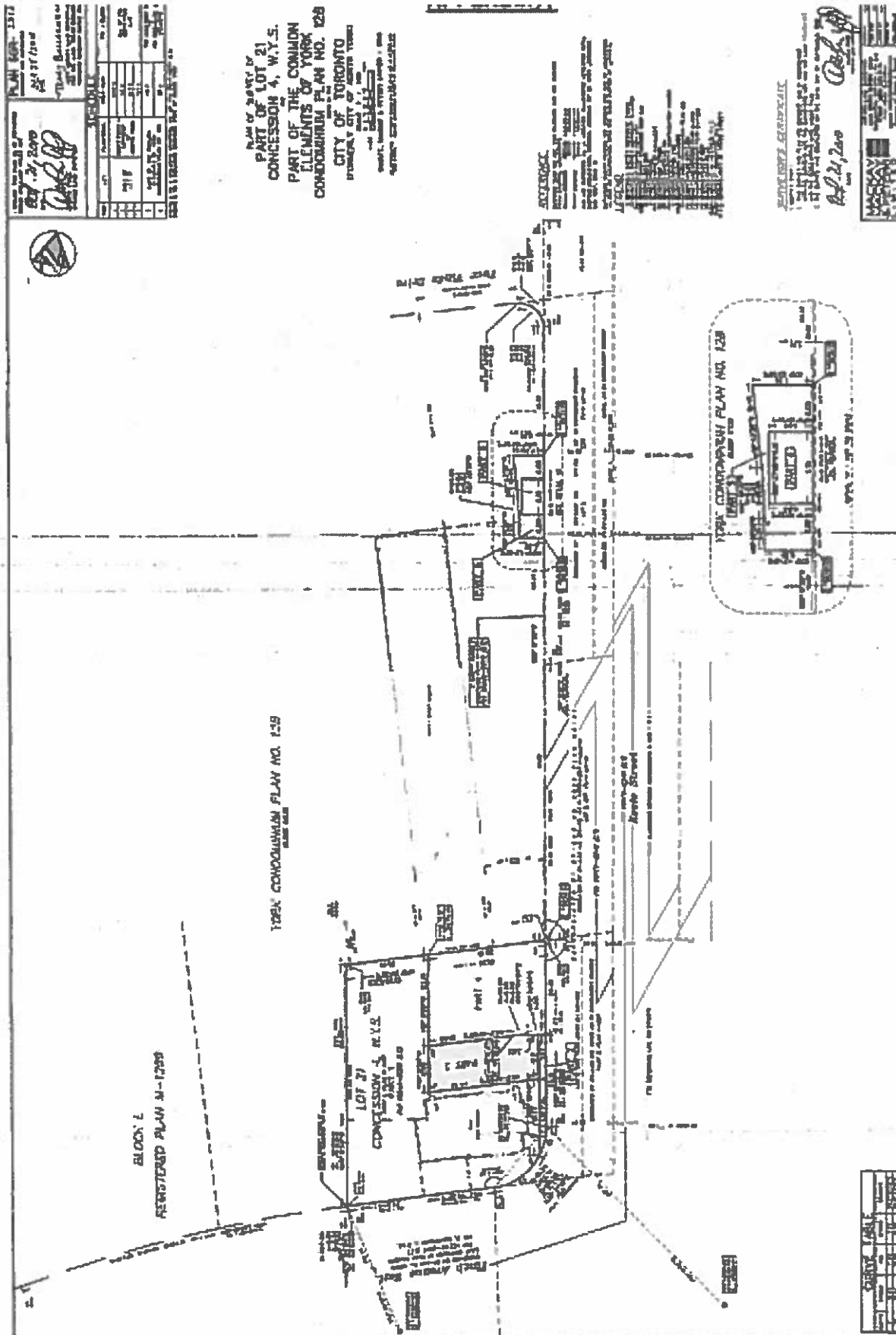
General Conditions ("GC")

- (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 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, except for property acquisitions of 50M² or less for transit shelter purposes.
- (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.

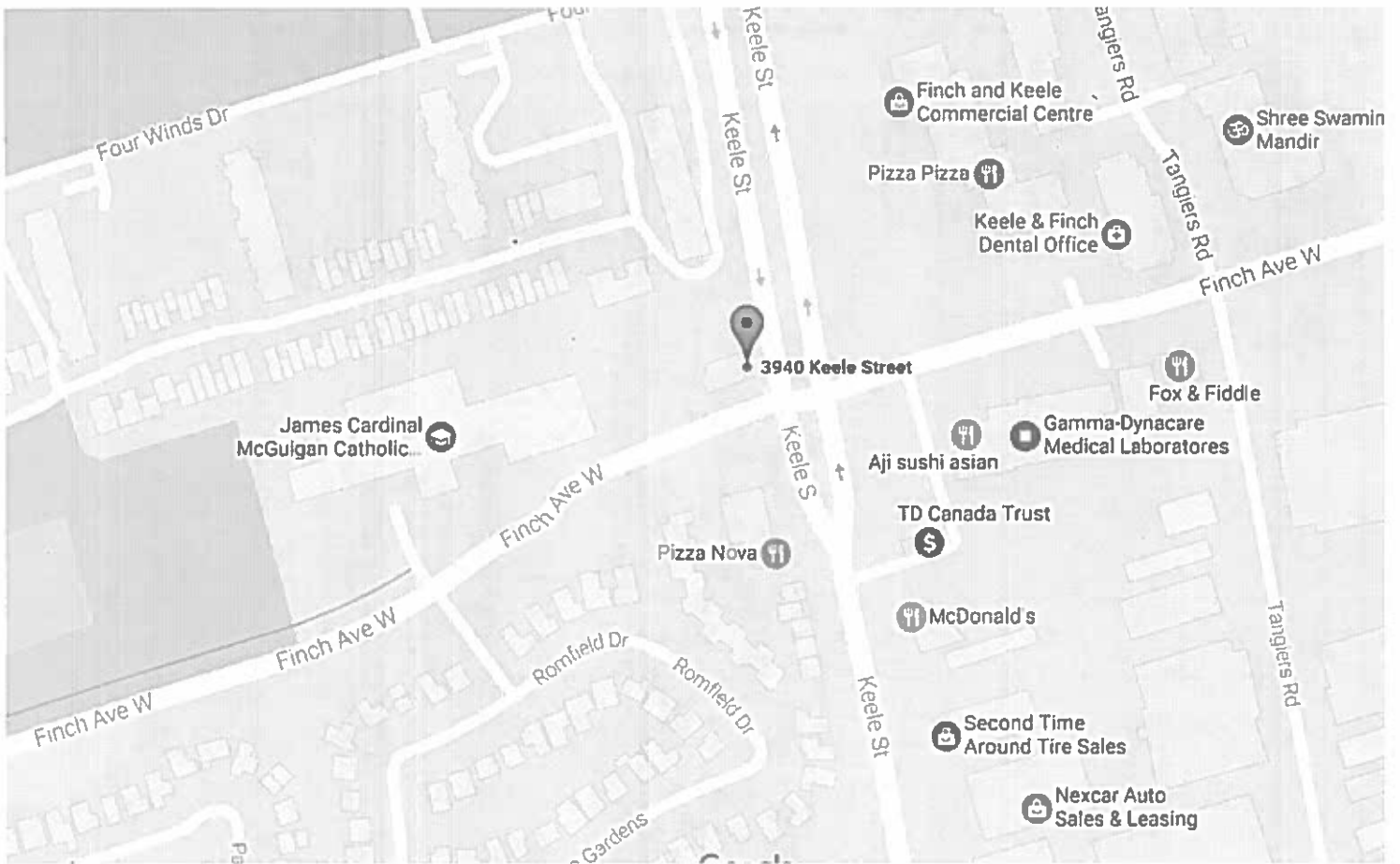
Appendix "A"**Terms**

Prior Owner:	The Dominion Realty Company Limited
Current Owner:	ONT GTA Properties Inc.
Property:	Part of 3940 Keele Street, designated as Parts 1 & 3 on Plan 66R25163, as shown in Appendix "B"
Compensation:	Refer to Confidential Attachment
Extended Term:	Commencing July 27, 2017 and terminating on September 30, 2017
Legal description:	Part of Lot 21, Concession 4 West of Yonge Street, designated as Parts 1 & 3 on Plan 66R25163; Township of York, in the City of Toronto as set out in PIN 10246-0042(LT)
Option to Renew:	There shall be no further options to renew.
Consent:	The City consents to the assignment of the Temporary Easement Agreement and Driveway Relocation Agreement and acknowledges that the Current Owner shall be entitled to all rights and benefits of the Original Owner. This consent does not release the Prior Owner from its obligations as set out in the Temporary Easement Agreement prior to the Transfer. The Current Owner assumes the covenants and obligations of the Temporary Easement Agreement, as amended by this Agreement and the Driveway Relocation Agreement.

The parties confirm that the terms, covenants and conditions of the original Temporary Easement Agreement and Driveway Relocation Agreement, and as previously amended, remain unchanged and in full force and effect, except as modified by this Consent and Amending Agreement.



Appendix "C"

Location Map

CONFIDENTIAL ATTACHMENT

DAF No.: 2017-140

The following terms are to remain confidential until there has been a final determination of all property transactions and claims for compensation related to the Project.

Prior Owner: The Dominion Realty Company Limited

Current Owner: ONT GTA Properties Inc.

Property: Part of 3940 Keele Street, designated as Parts 1 & 3 on Plan 66R25163, as shown in Appendix "B"

Compensation: \$2,000 plus HST

