

DELEGATED APPROVAL FORM CHIEF CORPORATE OFFICER DIRECTOR OF REAL ESTATE SERVICES

TRACKING NO.: 2016-167

<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:	Joe Corigliano	Division:	Real Estate Services
Date Prepared:	July 15 th 2016	Phone No.:	2-1167
Purpose	To obtain authority to acquire a permanent and temporary six (6) month easement interest (the "Easement") in lands owned by Metcorp Limited (the "Owner") located on the front portion of 1341 Castlefield Avenue, shown as Parts 1,2,3 and 4 respectively on Plan 66R-28718, part of PIN 10483-0053 (the "Easement Lands"). These lands are required for the purpose of constructing a new stairway and a ramp system for better accesses to the existing path system. (See "Appendix A")		
Property	The Easement Lands on 1341 Castlefield Avenue are defined as follows: <u>Permanent Easement:</u> PIN No. 10483-0053- part of Block B, Plan 3399, shown as Parts 1 and 3 on Plan 66R-28718 <u>Temporary Easement:</u> PIN No. 10483-0053-part of Block B, Plan 3399, shown as Parts 2 and 4 on Plan 66R-28718		
Actions	It is recommended that: <ol style="list-style-type: none"> 1. authority be granted to acquire the permanent and temporary six (6) month easements and enter into the required easement agreement with the Owner on the terms and conditions outlined herein, and any such other terms and conditions deemed appropriate by the Director of Real Estate Services and the General Manager of Park Forestry and Recreation, and in a form acceptable to the City Solicitor; 2. the Director of Real Estate Services, or his designate, administer and manage the easement agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Director of Real Estate Services may, at any time, refer consideration of such matters to City Council for its determination and direction; and, 3. the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	The following costs will be incurred by the City in connection with this transaction: <ol style="list-style-type: none"> a. The Owner has agreed to grant the required permanent easement and the temporary six (6) month construction easement (with prior 30 day work notice) for the nominal sum of \$2.00; b. Registration fees of approximately \$200.00. <p>Funds are available in the 2016 Council Approved Capital Budget for Parks, Forestry and Recreation under Capital Project account number CPR115-44-03.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	Parks, Forestry & Recreation (PF&R) is making improvements to the York Beltline Recreational Trail in the vicinity of Castelfield Ave and Caldeonia Road. The planned trail improvements include the construction of two accessible trail connections, one on the south side and one on the north side of the York Beltline Recreation Trail that will provide access between Montcalm Ave and Castlefield Ave. The north trail connection must cross a portion of 1341 Castlefield Ave. A permanent easement will be required over Parts 1 and 3 on Plan 66R-28718 and a temporary easement over Parts 2 and 4 on Plan 66R-28718 will be required for construction staging.		
Terms			
Property Details	Ward:	15 – Eglinton - Lawrence	
	Assessment Roll No.:	19140443300001500000	
	Approximate Size:	Permanent Easement: 80.1 m ² ± (yy ft ² ±)	
	Approximate Size:	Temporary Easement:	
	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 checked="" 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 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:		
<p><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.</p> <p><input type="checkbox"/> 2. Expropriation Applications and Notices following Council approval of expropriation.</p> <p><input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him.</p>		
Chief Corporate Officer also has approval authority for:		
<p><input type="checkbox"/> Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.</p>		

Consultation with Councillor(s)									
Councillor:	J. Cole					Councillor:			
Contact Name:	J. Cole					Contact Name:			
Contacted by:		Phone	X	E-Mail		Memo	X	Other	
Comments:	Meeting					Comments:			
Consultation with ABCDs									
Division:	Parks, Forestry and recreation					Division:	Financial Planning		
Contact Name:	Jennifer Kowalski					Contact Name:	Filisha Mohammed		
Comments:	Concurs					Comments:	Concurs		
Legal Division Contact									
Contact Name:	Lisa Davies								
DAF Tracking No.: 2016-167					Date		Signature		
Recommended by: Manager: Tim Park					July 21 2016		Signed By Tim Park		
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali				August 2 2016		Signed By Joe Casali		
<input 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.

Terms DAF# 2016-167

Owner / Transferor: Metcorp Limited

Transferee: The City of Toronto (the "City")

Consideration for Permanent and Temporary easement(s): \$2.00

Easement Lands: 1341 Castlefield Avenue are defined as follows:

Permanent Easement Lands: PIN No. 10483-0053- part of Block B, Plan 3399, shown as Parts 1 and 3 on Plan 66R-28718

Temporary Easement Lands: PIN No. 10483-0053-part of Block B, Plan 3399, shown as Parts 2 and 4 on Plan 66R-28718

Grant of the Temporary "Easement Lands":

1) Works shall commence upon the giving of the thirty (30) day notice as set out in the easement agreement to the Transferor and ending on the date which is six (6) months after commencement of the construction of the Works. The Transferee, its successors, assigns, servants, employees, workers, independent contractors, and agents shall have the right to enter on the Easement Lands with such vehicles, machinery, materials and equipment as necessary or incidental to the exercise or enjoyment of the Temporary Easement.

Grant of the Permanent "Easement Lands": Metcorp (Transferor) grants to the City (Transferee), conveys, releases, assigns, transfers and confers unto the Transferee, its successors and assigns, the right, license, liberty, privilege and non-exclusive easement or right in the nature of an easement on, in, over, under and through the lands, for the following purposes:

i) to construct, install, use, maintain, inspect, alter, remove, replace, reconstruct, repair, enlarge, expand and reconstruct a paved pathway leading to a stairway and ramp system and related support structures, improvements and access paths; including but without limiting the generality of the foregoing, all associated works, installations, supports, fill, improvements, servicing, and drainage systems required in relation thereto

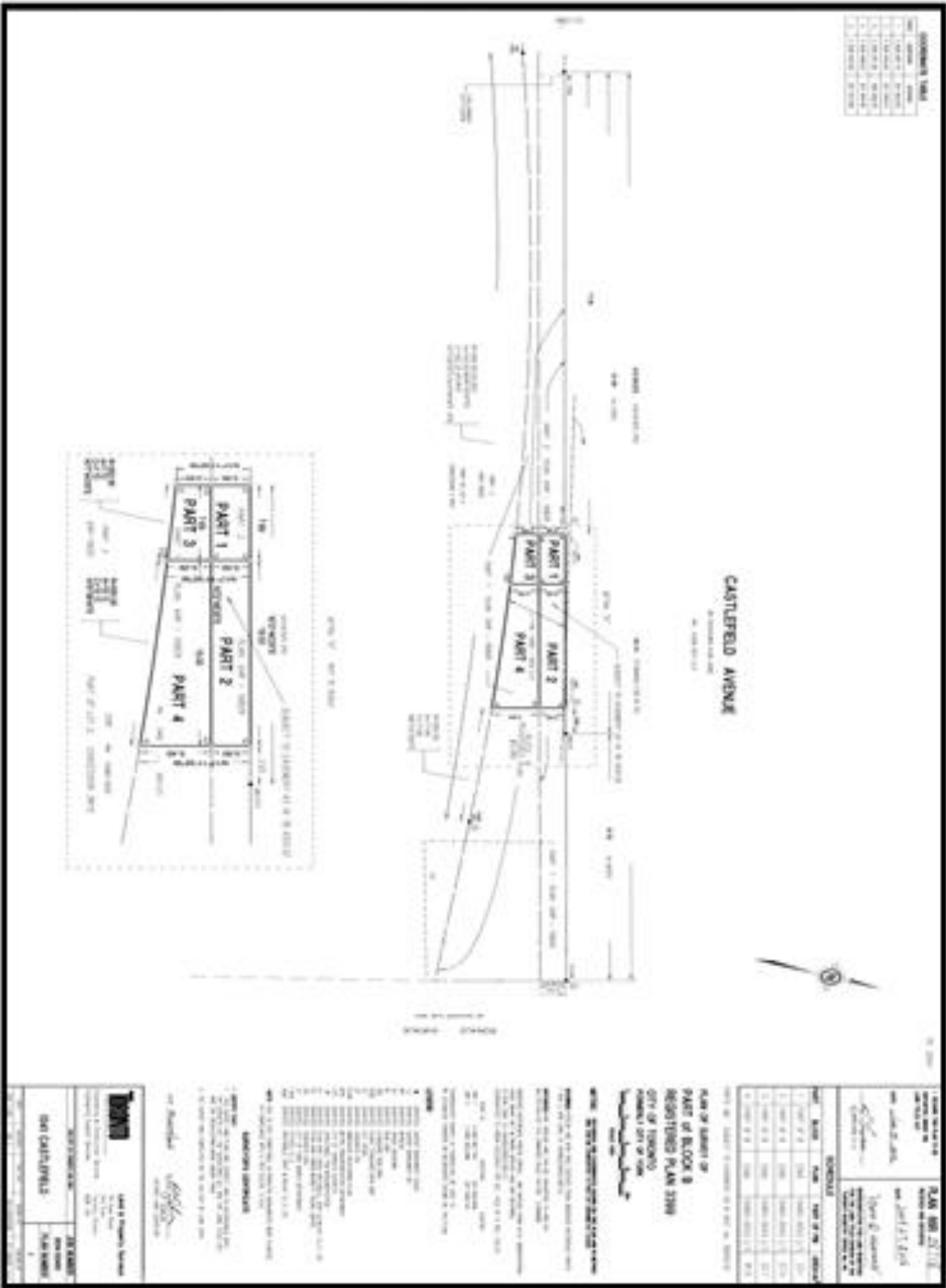
ii) The Transferee shall have a right of access to the Permanent Easement Lands at any time and from time to time without notice for any and all of the purposes set out above.

iii) together with the right, at any time, of the Transferee and others now or hereafter entitled thereto after completion of the Works, to enter and travel in, over, along, upon and through the Permanent Easements Lands for the purpose of ingress and egress to and from Castlefield Avenue from time to time for the purpose of pedestrian access (the "Permanent Easement"). The term of the Permanent Easement shall commence upon registration of this Agreement in the Land Titles Division of the Toronto Registry Office, Plan No. 66R-28718 against the Transferor's Lands.

iv) The *Transferor* (or anyone acting for or on behalf of the *Transferor*) shall not grant any other easement or other right or interest in, on, under, over or through the *Permanent Easement Lands* (save for the existing hydro easement) or permit any pipes, lines, utilities or other facilities to be located in, on, under, over or through the Permanent Easement Lands, in each case without the prior written approval of the CCO, which may be subject to such conditions as he/she, acting reasonably, may require.

The terms of the "Offer to Transfer Easement" Agreement are acceptable to City staff.

Appendix "A" R Plan 66R-28718



Appendix "B" Location Map

