

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

TRACKING NO.: 2015-265

<input checked="" type="checkbox"/> 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:	October 13, 2015	Phone No.:	392-4135
<p align="center"><b>Chief Corporate Officer has approval authority to approve the disposal to Metrolinx of certain Transit Lands in accordance with the Real Estate Principles identified in the Master Agreement (on terms satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor).</b></p>			
<b>Purpose</b>	To obtain approval to enter into a Transfer Agreement with Metrolinx for the City to acquire the fee simple interest of 320 Chaplin Crescent and 6 Gllgorm Road in relation to the implementation of the Eglinton-Scarborough Crosstown Light Rail Transit Project (the "Project").		
<b>Property</b>	Two (2) properties: 1. 320 Chaplin Crescent, described as being Part of Lot 32, Plan 1044, designated as Part 1 on Plan 63R-1559, 2. 6 Gilgorm Road, described as being Part of Lot 27, Plan 1044, as in CA422358, City of Toronto Both shown in Appendix "B" (collectively the "Properties").		
<b>Actions</b>	<ol style="list-style-type: none"> <li>Authority be granted for the City enter into a Transfer Agreement with Metrolinx to acquire the Properties, substantially on the terms and conditions set out below, as deemed appropriate by the Chief Corporate Officer, and in a form satisfactory to the City Solicitor.</li> <li>Authority be granted for the City to grant a temporary licence to Metrolinx for a term of 5 years in, over, under, upon and through the Properties immediately following the conveyance of the Properties to the City, for the purposes of construction laydown, demolition of existing structures on the Properties, tie-backs and restoration of the Properties into parkland ("Temporary Licence"), on terms and conditions satisfactory to the Chief Corporate Officer and in a form satisfactory to the City Solicitor.</li> <li>The City Solicitor be authorized to complete the transaction 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 she considers reasonable.</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>		
<b>Financial Impact</b>	<p>There is no financial impact resulting from this DAF. No funds will be exchanged for the Transfer Agreement of the Properties to the City. However, Metrolinx will be receiving ownership of two (2) City-owned properties located at 310 Chaplin Crescent and a portion of the Belt Line Trail adjacent to 321 Chaplin Crescent, through which a separate delegated authority will be secured. The proposed Temporary Licence will be for nominal consideration, as Metrolinx will be restoring Chaplin Parkette once construction of the Chaplin Station entrance has been completed.</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>Pursuant to report CC27.6, entitled "Metrolinx-City of Toronto-Toronto Transit Commission Master Agreement for Light Rail Transit Projects," adopted by City Council at its meeting on October 30, 31 and November 1, 2012, City Council exempted from the requirements of the City of Toronto Municipal Code, Chapter 213, Sale of Real Property those lands determined by the Chief Corporate Officer to be required for the implementation of the Project. Metrolinx has identified two City-owned properties located at 310 Chaplin Crescent and a portion of the Belt Line Trail adjacent to 321 Chaplin Crescent (the "City Properties") as required for the implementation of the Project. However, the City Properties are designated as Parks and Open Space Areas of the <i>Official Plan</i>.</p> <p>Section 4.3 <i>Parks and Open Space Areas</i> ("POSA"), Policy 8 of the <i>Official Plan</i> states that the sale or disposal of publicly owned lands in POSA is discouraged and no City owned lands in POSA will be sold or disposed of. However, City owned land in POSA may be exchanged for other nearby land of equivalent or larger area and comparable or superior green space utility. Accordingly, Metrolinx has purchased the Properties in exchange for the City Properties. The General Manager of Parks, Forestry and Recreation has confirmed that the Properties are nearby, of equivalent area, and comparable green space utility. The Chief Planner &amp; Executive Director has advised that the proposed exchange of lands meets the intent of Section 4.3.8 of the <i>Official Plan</i>.</p> <p>Negotiations with Metrolinx has resulted in a Transfer Agreement along with a Temporary Licence that are being recommended for acceptance. Parks, Forestry &amp; Recreation Division has been and will continue to work with Metrolinx on the Parks and Open Space properties which will be impacted by their requirements for the construction of the Project. The Property Management Committee has reviewed Metrolinx' requirements of the City Properties and recommends that the City accept the Properties from Metrolinx in exchange for the City Properties, subject to protection of the City or third-party infrastructure and/or utilities.</p>		
<b>Terms</b>	See Appendix "A"		

<b>Property Details</b>	<b>Ward:</b>	16 – Eglinton-Lawrence
	<b>Assessment Roll No.:</b>	1904-11-3-020-07240 and 1904-11-3-020-06800
	<b>Approximate Size:</b>	Irregular in shape
	<b>Approximate Area:</b> 320 Chaplin Crescent: 6 Gilgorm Road:	243.96 m <sup>2</sup> ± (2,626 ft <sup>2</sup> ±) 429.21 m <sup>2</sup> ± (4,620 ft <sup>2</sup> ±)
	<b>Other Information:</b>	

**Consultation with Councillor(s)**

Councillor:	Christin Carmichael Greb	Councillor:	
Contact Name:	Christin Carmichael Greb	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	October 13, 2015	Comments:	

**Consultation with ABCDs**

Division:	PF&R	Division:	Financial Planning
Contact Name:	David Douglas	Contact Name:	Filisha Mohammed
Comments:	No comments (October 9, 2015)	Comments:	October 7, 2015 (No comments)

**Legal Division Contact**

Contact Name:	<b>Lisa Davies (2-7270)</b> (Comments Incorporated – October 6, 2015)
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DAF Tracking No.: 2015-265	Date	Signature
Recommended by: Manager		
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services <input type="checkbox"/> Approved by: Joe Casali	Oct. 14, 2015	Joe Casali
<input checked="" type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	Oct. 14, 2015	Josie Scioli

**Appendix "A"****DAF No. 2015-265****Terms of Transfer Agreement**

- (i) The City to take ownership of the Properties to satisfy the requirements of Section 4.3.8 of the *Official Plan* Policy in exchange for City-owned land located at 310 Chaplin Crescent and part of the Belt Line Trail adjacent to 321 Chaplin Crescent.
- (ii) Metrolinx to pay for any applicable Land Transfer Tax

**Terms of Temporary Licence**

- (i) Term of 5 years;
- (ii) Upon the expiration of the Term, Metrolinx must, at its sole cost, remove its equipment and debris from the Properties and restore the Properties to the satisfaction of the City;
- (iii) Metrolinx to repair all damage caused by any exercise of its rights under the Temporary Licence to the satisfaction of the Chief Corporate Officer; and
- (iv) 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 Officer may deem appropriate.



