

**DELEGATED APPROVAL FORM  
CITY MANAGER  
DEPUTY CITY MANAGER & CHIEF FINANCIAL OFFICER**

TRACKING NO.: 2015-122

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, as amended by DAF 2013-307 and DAF 2014-087. City Council confirmatory By-Law No. 1234-2013.

Prepared By:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	July 20, 2015	Phone No.:	416-392-7169

**Purpose**  
To obtain authority to enter into an agreement with Lanterra Developments (Bay Wellesley) Limited to acquire a fee simple ownership over part of the property municipally known as 5-25 Wellesley Street West and 14 – 26 Breadalbane Street, Toronto, Ontario for parkland purposes.

**Property**  
Part of the property municipally known as 5-25 Wellesley Street West and 14 – 26 Breadalbane Street, Toronto, Ontario, "the Property" and being legally described as:  
 A) Part of PIN 21104-0009 (LT) being Parcel 28-1, Section A159 being Part of Lots 28, 29, 30, 31 and 32 on Registered Plan 159, designated as Parts 13 and 23 on Plan 66R-17904, City of Toronto and shown as Part 23 and 48 on the Draft Reference Plan.  
 B) Part of PIN 2114-0010 (LT) being Parcel 32-1, Section A159 being part of Lots 32, 33, 34 and 35 on Registered Plan 159, designated as Parts 13 and 33 on Plan 66R-18305, City of Toronto and shown as Part 11 and 47 on the Draft Reference Plan.  
 C) Part of PIN 21104-0025 (LT) being Part of Lane (adjoining Lots 29 to 32, inclusive) closed by By-Law as shown as Part 3 on Plan 19194 adjoining Part of Lots 33 to 35 on Plan 66R-18305, City of Toronto and shown on Parts 14 and 46 on the Draft Reference Plan.

The Property is shown on Location Map in Appendix B and Map of the Parkland in Appendix C. The Draft Reference Plan is shown in Appendix D.

**Actions**  
It is recommended that:

1. Authority be granted to enter into an agreement (the "Agreement") with the Owner to acquire a fee simple ownership of Property on the terms and conditions set out below and any other terms and conditions as determined by the Chief Corporate Officer and in a form acceptable to the City Solicitor.
2. Authority be granted to authorize the Chief Corporate Officer or designate to administer and manage the Agreement including the provision of any 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.
3. Authority be granted to authorize the City Solicitor to complete the transaction on behalf of the City, including amending any dates as she deems acceptable and payment of any necessary expenses.
4. 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 the Agreement:  
 1. Purchase Price - \$8,250,000.00  
 2. Land Transfer Tax (Provincial) - \$161,475.00  
 3. HST (1.76%) - \$145,200.00  
 4. Registrations Costs - \$500.00 (approximately)  
 Funding for these costs (totaling \$8,557,175.00) is available in the 2015 Approved Capital Budget for Parks, Forestry and Recreation under capital account CPR115-44-06.

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

**Comments**  
The Section 37 agreement for the development at 5 - 25 Wellesley Street West and 14 - 26 Breadalbane Street establishes a new 1.5 acre City park. The parkland will be comprised of a combination of parkland dedication from the development and a purchase of lands from the developer. In addition, two off-site parkland dedications from 951-971 Bay Street and 501-521 Yonge Street will form part of the new park. Also, City owned lands currently held in escrow pursuant to a previous Section 37 agreement for the lands developed on the west side of the Property will also form part of the new park. The Section 37 agreement requires that the Agreement be executed before issuing Building Permits.

**Terms**  
Refer to Appendix A for Terms and Conditions.

<b>Property Details</b>	<b>Ward:</b>	25 – Toronto Centre Rosedale
	<b>Assessment Roll No.:</b>	multiple
	<b>Approximate Size:</b>	N/A
	<b>Approximate Area:</b>	2208.3 m <sup>2</sup>
	<b>Other Information:</b>	N/A

A.	Deputy City Manager & Chief Financial Officer has approval authority for:	City Manager has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</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 &amp; Parks &amp; 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>(a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p>(b) Releases/Discharges;</p> <p>(c) Surrenders/Abandonments;</p> <p>(d) Enforcements/Terminations;</p> <p>(e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;</p> <p>(f) Objections/Waivers/Cautions;</p> <p>(g) Notices of Lease and Sublease;</p> <p>(h) Consent to regulatory applications by City, as owner;</p> <p>(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p>(j) Documentation relating to Land Titles applications;</p> <p>(k) Correcting/Quit Claim Transfer/Deeds.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><b>Delegated to a less senior position.</b></p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million;</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$3 Million).</p> <p><b>Delegated to a less senior position.</b></p>	<p><input checked="" type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><b>Delegated to a less senior position.</b></p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million;</p> <p><b>Delegated to a less senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 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 \$5 Million).</p> <p><b>Delegated to a less senior position.</b></p>
<p><b>B. City Manager and Deputy Manager &amp; Chief Financial Officer each has signing authority on behalf of the City for:</b></p>		
<p><input checked="" type="checkbox"/> Documents required to implement the delegated approval exercised by him.</p>		

Consultation with Councillor(s)										
Councillor:	Kristyn Wong-Tam					Councillor:				
Contact Name:	David Simor					Contact Name:				
Contacted by:	Phone	x	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	May 26, 2015 (email)					Comments:				
Consultation with ABCDs										
Division:	Parks, Forestry and Recreation					Division:	Financial Planning			
Contact Name:	Jennifer Kowalski					Contact Name:	Filisha Mohammed			
Comments:						Comments:				
Legal Division Contact										
Contact Name:	Lisa Davies									

DAF Tracking No.: 2015-122	Date	Signature
Recommended by: Manager	July 21, 2015	Signed by Brian Varner
Recommended by: Director of Real Estate Services	July 22, 2015	Signed by Joe Casali
Recommended by: Chief Corporate Officer	July 23, 2015	Signed by Josie Scioli
Approved by: <b>Deputy City Manager &amp; Chief Financial Officer Roberto Rossini</b>	July 29, 2015	Signed by Roberto Rossini
Approved by: <b>City Manager Peter Wallace</b>	July 30, 2015	Signed by Peter Wallace

#### 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 licenses (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, save and except for residential leasing matters and .
- (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.

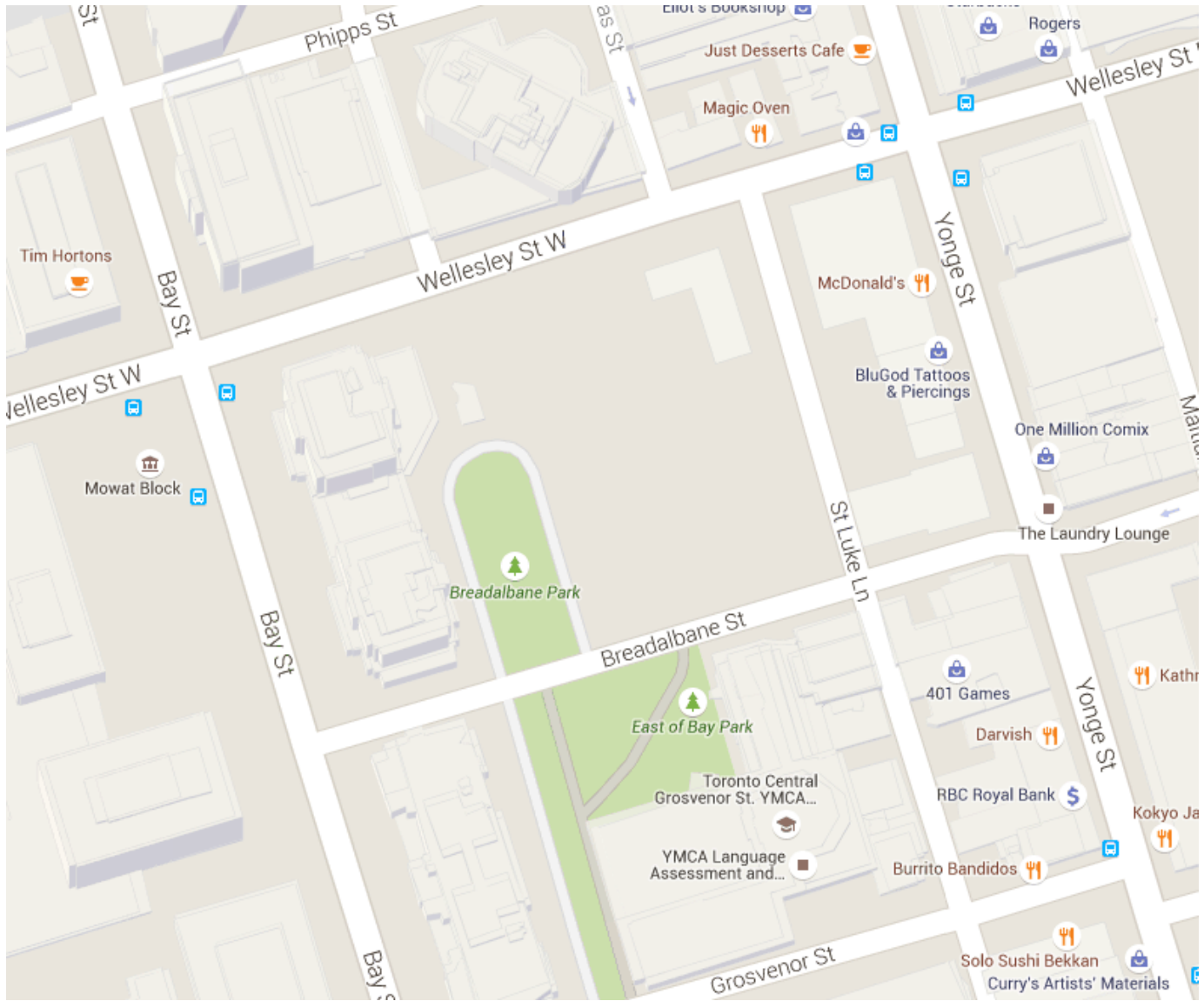
## Appendix A

### Terms and Conditions

- Vendor:** Lanterra Developments (Bay Wellesley) Limited
- Purchase Price:** \$8,250,000.00
- Lands:** Part of the property municipally known as 5-25 Wellesley Street West and 14 – 26 Breadalbane Street, Toronto, Ontario and being legally described as:
- a) Part of PIN 21104-0009 (LT) being Parcel 28-1, Section A159 being Part of Lots 28, 29, 30, 31 and 32 on Registered Plan 159, designated as Parts 13 and 23 on Plan 66R-17904, City of Toronto and shown as Part 23 and 48 on the Draft Reference Plan.
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- And as shown on Draft Reference Plan in Appendix D
- Property Rights:** Fee simple ownership
- Irrevocable Period:** Shall be the period of time ending at 11:59 p.m. on the Business Day next following sixty (60) business days after the Vendor's execution of this Offer.
- Due Diligence Period:** Shall be the period of time ending at 11:59 p.m. on the Business Day next following ninety (90) days after the Agreement is executed by the City.
- Closing Date:** The earlier of:
- a) Completion of the Base Park Improvements (as defined in the Section 37 Agreement between the City and the Vendor dated August 27, 2014)
  - b) December 31, 2050
  - c) Such other dates as the City requires, upon sixty (60) days notice to the Vendor
  - d) Notwithstanding the foregoing, provided that the Vendor is continuing to fulfill its Section 37 Agreement obligations, then the closing date shall not be prior to residential occupancy of the residential condominium which is to be constructed on the Lands.
- Section 37 Obligation:** The Vendors covenants to fulfill and comply with its obligations to the City of Toronto in respect of the "Base Park Improvements" and "Above Base Park Improvements" as defined and set out in the Section 37 Agreement dated August 27, 2014 prior to the 5<sup>th</sup> Business Day before the Closing Date. This includes remediating the Property to residential/parkland standards as determined by an environmental engineer. If on or after the 15<sup>th</sup> Business Day before Closing Date, the City has determined that the Vendor has not performed these obligations, then the City shall be entitled to either complete this Agreement after holding back from the balance due on Closing an amount determined to be required to complete the Vendor's obligations or declare this Agreement to be at an end.
- Section 37 Condition:** This Agreement is conditional upon the completion by the Vendor of the Section 37 Obligations and the City's satisfaction that the Property is suitable for the City's purposes.
- Easement:** The Vendor proposes to build and underground parking structure under the lands legally described as Parts 12, 17, 21, 25, 41, 42, 52 and 53 as indicated on the Draft Reference Plan. Concurrent with the registration of the transfer to the lands to the City, the Vendor will transfer and convey a permanent support easement in favour of the City over and through the parking structure for support for the safe operation of the park on the Property. The City will transfer and convey a permanent easement in favour of the Vendor through the Property to allow for pedestrian access, and maintenance of the Vendor's building.
- Limiting Distance Agreement:** The Vendor proposes to construct a commercial/residential building which abuts the Property. The City has agreed to this Limiting Distance Agreement to assist the Vendor in obtaining necessary building permits.
- Warranties and Indemnity:** The Vendor shall provide the City on Closing a statutory declaration that the Warranties in the Agreement are correct and true as of Closing. The Vendor shall indemnify and save harmless the City from and against Claims incurred by, suffered by or brought against the City resulting, directly or indirectly from any breach of the Warranties or failure to comply with Section 37 Obligations. The Vendor's Indemnity shall be for a period of two (2) years after the Closing.

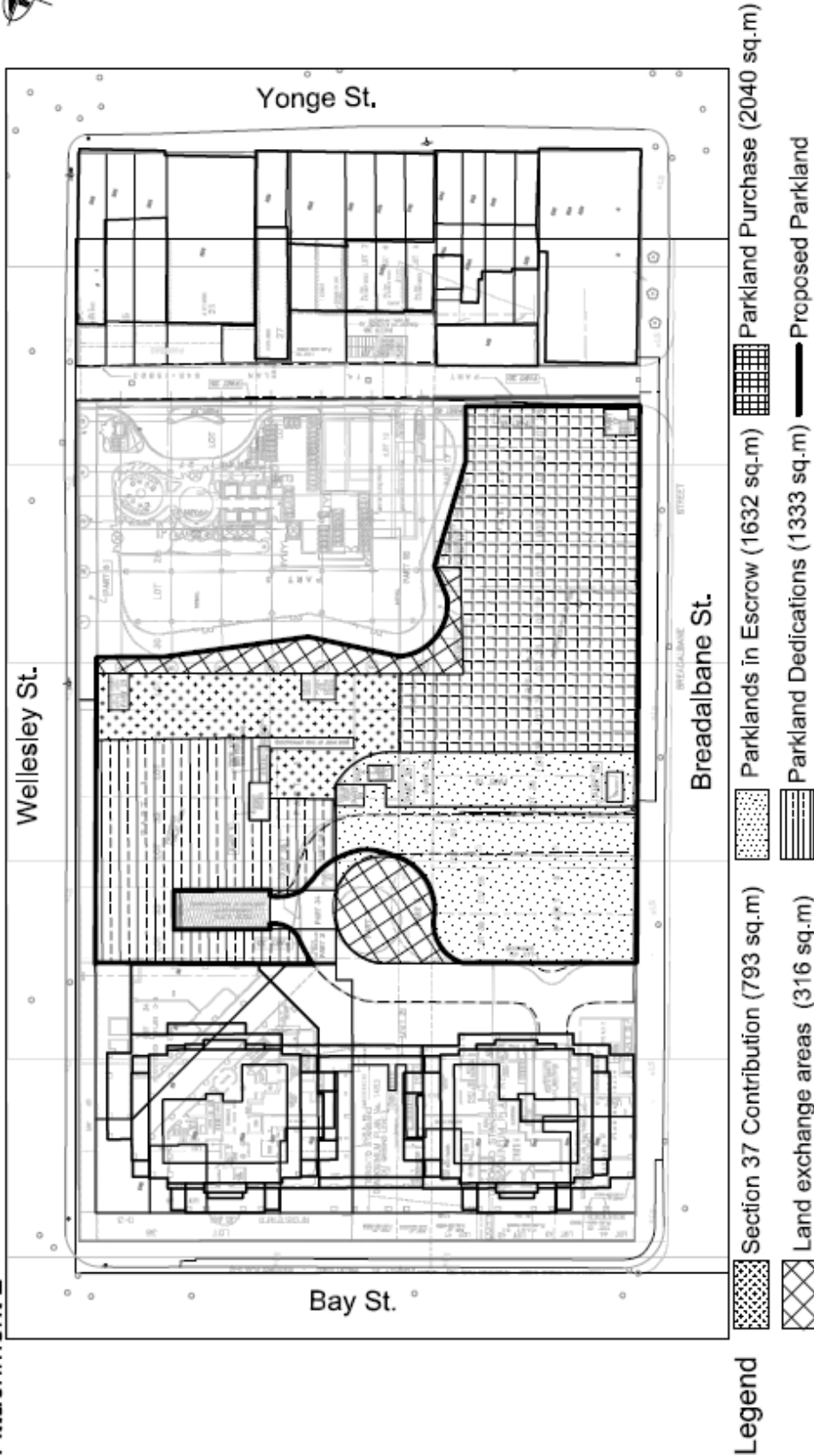
## Appendix B

### Location Map



### Appendix C

Map of the Parkland - Areas shown are approximate

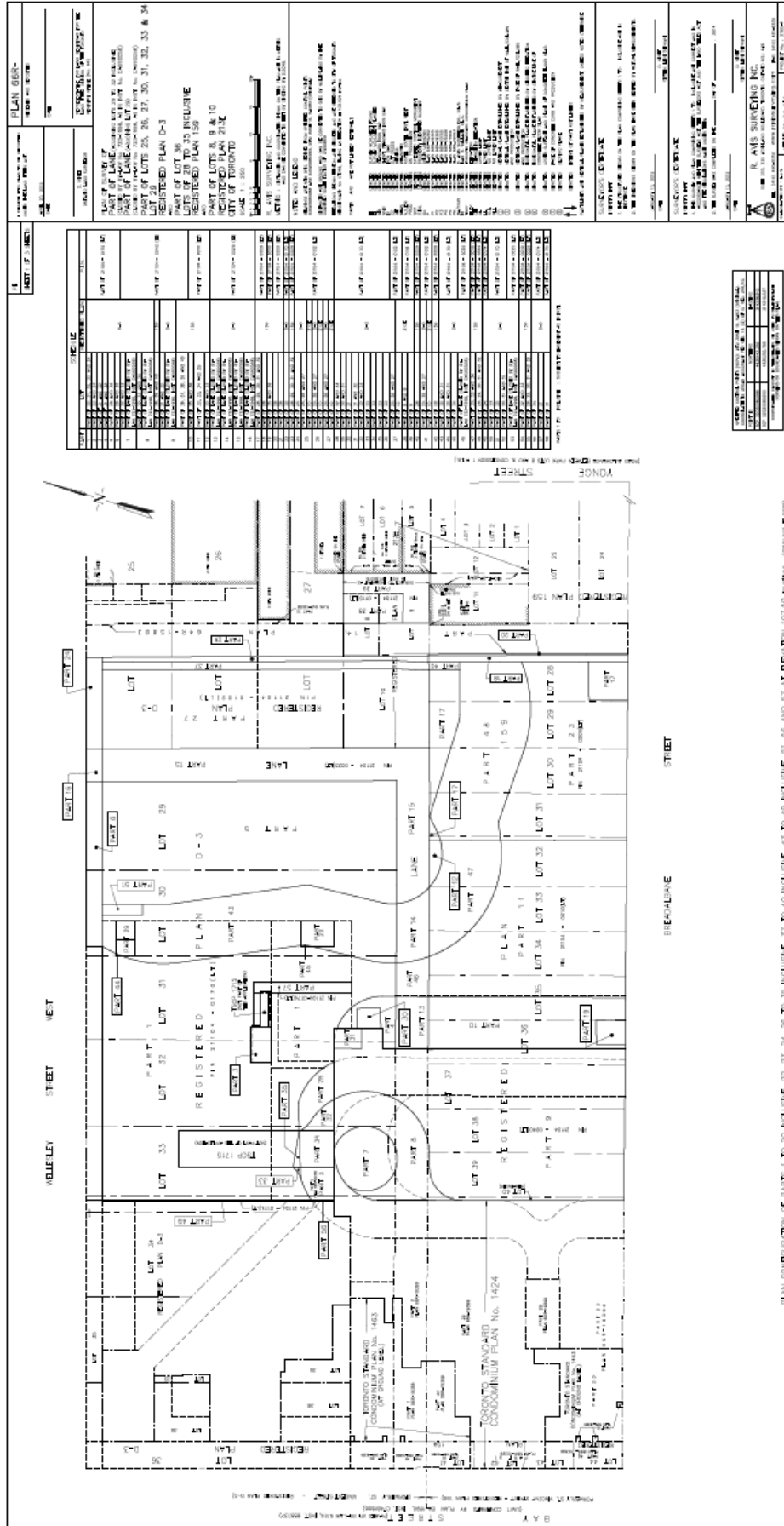


Map of the Parkland at 5 to 25 Wellesley Street West and 14 to 26 Breadalbane Street



Appendix D

Draft Reference Plan



PLAN COMPOSITION OF PARTS 1 TO 30 INCLUDE 22, 23, 24, 25 TO 30 INCLUDE 37 TO 40 INCLUDE 43 TO 48 INCLUDE 51, 56 AND 57 AT REGISTRATION 102-50 PARTS (GROUND PLAN)

DATE	1970 MAY
BY	R. A. M. SURGING INC.
FOR	THE CITY OF TORONTO
PROJECT	PLAN 688-1
SCALE	AS SHOWN
REVISIONS	
NO.	DESCRIPTION
1	AS SHOWN

**PLAN 688-1**  
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