

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

TRACKING NO.: 2016-055

<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 (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.			
<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:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	March 18, 2016	Phone No.:	416-392-7169
Purpose	To obtain authority to enter into an Offer to Sell agreement with David Gentleman and Nida Gentleman to acquire the property known municipally as 47 Cedarcrest Boulevard, Toronto, for the purpose of expanding the existing City-owned lands for a future parkette located at 49 Cedarcrest Boulevard.		
Property	47 Cedarcrest Boulevard, Toronto, Ontario, as shown on the Location Map in Appendix "B".		
Actions	It is recommended that: <ol style="list-style-type: none"> 1. Authority be granted to enter into an Offer the Sell Agreement (the "Agreement") with David Gentleman and Nida Gentleman (the "Vendor") to acquire the property known municipally as 47 Cedarcrest Boulevard, Toronto (the "Property"), substantially on the terms and conditions outlined herein, and on any such other or amended terms and conditions as deemed appropriate by the Chief Corporate Officer, and in a form acceptable to the City Solicitor. 2. The Chief Corporate Officer or designate shall 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. 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: <ol style="list-style-type: none"> 1. Purchase Price - \$610,000.00 2. Legal Fees - \$1600.00 (maximum) 3. Land Transfer Tax (Provincial) - \$6,675.00 4. HST - n/a 5. Environmental Site Assessments - \$35,000 (approximately) 6. Designated Substance Survey - \$5,000 (approximately) 7. Registrations Costs - \$500.00 (approximately) 8. Demolition Costs - \$45,000.00 <p>Funding for these costs (excluding the Demolition costs, totaling \$658,775.00) is available in the 2016 Capital Budget for Real Estate Services under capital account CCA226-01 (Strategic Property Acquisitions). Parks, Forestry and Recreation will repay these costs by December 31, 2016 through an amendment to its 2016 Capital Budget via a transfer of funds from the Land Acquisition Reserve Fund (South District) and will pay for the demolition estimated to cost approximately \$45,000.00 through this amended budget.</p>		
	The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.		
Comments	At its meeting of December 9 and 10, 2015, City Council adopted "Expropriation of Easement for Pedestrian Walkway at 500 Dawes Road". The purpose of this path is to create a safe and accessible connection from the Joshua Cronkwright Parkette with Cedarcrest Boulevard, through the future parkette planned on City owned lands at 49 Cedarcrest Boulevard. Staff from Real Estate Services and Parks, Forestry and Recreation have also been exploring options for expanding the future parkette to be located at 49 Cedarcrest Boulevard. The subject Property abutting 49 Cedarcrest Boulevard is one of the properties staff had assessed for potential acquisition. As it is listed for sale on the open market, it is an optimal time to pursue this acquisition. A conditional Offer to Sell has been negotiated with the Vendor.		
Terms	Refer to Appendix A for Terms and Conditions		
Property Details	Ward:	31 - Beaches-East York	
	Assessment Roll No.:	1906012120007000000	
	Approximate Size:	n/a	
	Approximate Area:	336.09 m ² (3,617.67 sq. ft.)	
	Other Information:	n/a	

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CHIEF CORPORATE OFFICE

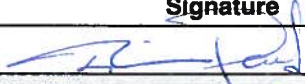


A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</p> <p>6. Limiting 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 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 checked="" 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:

- 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.

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:	Janet Davis				Councillor:					
Contact Name:	Jay Thlessen				Contact Name:					
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other			
Comments:	February 18, 2016				Comments:					
Consultation with ABCDs										
Division:	Parks, Forestry and Recreation				Division:	Financial Planning				
Contact Name:	Mark Filice				Contact Name:	Ron Budhu				
Comments:	concurs				Comments:	concurs				
Legal Division Contact										
Contact Name:	Rebecca Hartley									
DAF Tracking No.: 2016-055					Date		Signature			
Recommended by: Manager					15 th MARCH 2016					
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services				Mar. 24/16		X			
<input type="checkbox"/>	Approved by: Joe Casali									
<input checked="" type="checkbox"/>	Approved by: Chief Corporate Officer				Mar 29/16		X			
<input type="checkbox"/>	Approved by: 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 (i.e. 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 and Conditions**

Owner: David Gentleman and Nida Gentleman

Purchase Price: \$610,000.00

Deposit: \$25,000.00

Legal Fees: Up to a maximum of \$1,600.00. These legal fees shall only be those costs and expenses which exceed the Vendor's solicitor's standard flat fee for a residential real property transaction.

Lands: Part of Lot 10, Plan 3945 East York; Part of Lot 11, Plan 3945 East York as in Instrument No. TB841442; Toronto (East York), City of Toronto being all of PIN 10442-0326 (LT)

Property Rights: Fee Simple Ownership

Irrevocable Period: The Irrevocable Period shall be the period of time ending at 11:59 p.m. on April 4, 2016.

Due Diligence Period: The Due Diligence Period shall be the period of time ending at 11:59 p.m. on the Business Day next following 60 days after the Acceptance Date, the date upon which the Offer is executed by the City.

Closing Date: The Closing Date for purposes of this Agreement, shall be June 30, 2016.

Vacant Possession: The Vendor shall deliver, on Closing, vacant possession of the Property.

Chattels and Fixtures: The City and the Vendor agree that there are no chattels included in the Purchase Price. The City and Vendor also agree that the light fixtures in the dining room, two bedrooms and main floor hallway; and the shelves in the kitchen and foyer are specifically excluded from the Purchase Price.

Warranties: The Vendor represents and warrants that to the best of their knowledge and belief;

- (a) That the buildings used in conjunction with the Property have not been, as at Closing, insulated with asbestos or a urea formaldehyde foam type of insulation.
- (b) That there are no liens under the *Construction Lien Act*.
- (c) That all repairs, maintenance and improvements made to the Property by the Vendor, have been carried out in compliance with Applicable Laws.
- (d) That the Vendor has made complete disclosure of all material facts and circumstances, relating to the presence of any Hazardous Substance and that no part of the Property contains Hazardous Substances nor has it ever been used as a Waste Site.

Indemnity: The Vendor will not deliver to the City, any covenant regarding claims resulting from any breach of the Warranties

Appendix "B"

Location Map

