

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

TRACKING NO.: 2016-236

☒ 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)

☐ 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:	October 26 th , 2016	Phone No.:	416 392-1167										
Purpose	To obtain authority to acquire permanent and temporary (two year, four month) easement interests (the "Easements") in lands owned by The Rosedale Golf Association Limited (the "Owner") located on the Rosedale Golf and Country Club, shown as Part 1 on Draft Plan No. 1, Job. No. 2015-00246 and Part 1 on Draft Plan No. 2, Job No. 2015-00246 (permanent) and Parts 2 and 3 on Draft Plan No. 1, Job No. 2015-00246 and Parts 2,3, 4, 5, and 6 on Draft Plan No. 2, Job No. 2015-00246 (temporary), all part of PIN 10356-0223 (LT) (the "Easement Lands"). These easement interests are required for the purpose of replacement, relining, and enlargement in various areas of the existing 'Forest Glen' storm water Infrastructure (the "Forest Glen Project"). The temporary easement will be used for the purpose of vehicle and equipment access, storage of vehicles and/or equipment, erecting construction hoarding, and other requirements ancillary to the project. (See "Appendix B")												
Property Actions	1901 Mt Pleasant Rd, Toronto, ON M4N 2W3 It is recommended that: <ol style="list-style-type: none"> authority be granted to acquire the permanent and temporary (two-year, four month) easement interests and enter into the required easement agreements 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 Toronto Water, and in a form acceptable to the City Solicitor; 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, 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"> The Owner has agreed to grant the required permanent easement and the temporary construction easement interests for the nominal sum of \$2.00; Registration fees of no more than \$200.00; Legal fees up to a maximum of \$9000 plus HST; and Necessary restoration costs. Funds are available in the 2016 Council Approved Capital Budget for Toronto Water Capital Project account number CWW470-02. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.												
Comments	City Council approved a Toronto Water Capital project involving the replacement and rehabilitation of existing storm sewer located inside Rosedale Golf Club at 1901 Mount Pleasant Road, Toronto, Ontario. Toronto Water has identified this project through a need assessment. The existing infrastructure was installed through an old agreement that does not permit the City to perform the proposed project. A new easement must be acquired from the current Property Owner to proceed with the capital project. City staff have contacted the Owner of the Property and have reached a mutual agreement for a permanent and a temporary easement at the Property. City staff consider the terms to be fair and reasonable to both parties.												
Terms	[For additional space, use page 4]												
Property Details	<table border="1"> <tr> <td>Ward:</td><td>25 – Don Valley west</td></tr> <tr> <td>Assessment Roll No.:</td><td></td></tr> <tr> <td>Approximate Size:</td><td></td></tr> <tr> <td>Approximate Area:</td><td></td></tr> <tr> <td>Other Information:</td><td></td></tr> </table>			Ward:	25 – Don Valley west	Assessment Roll No.:		Approximate Size:		Approximate Area:		Other Information:	
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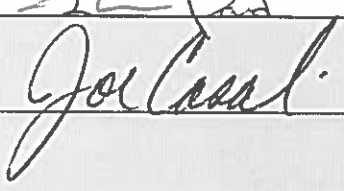
A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
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:	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 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"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<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"/> (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"/> (j) Documentation relating to Land Titles applications;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<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.

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:	J. Robinson			Councillor:	
Contact Name:	J. Robinson			Contact Name:	
Contacted by:	Phone	E-Mail	Memo	X	Other
Comments:	Concurs			Comments:	
Consultation with ABCDs					
Division:	Engineering and Construction Services			Division:	Financial Planning
Contact Name:	Raffi Bedrosyan			Contact Name:	Filisha Mohammed
Comments:	Concurs			Comments:	Concurs
Legal Division Contact					
Contact Name:	Jennifer Davidson				
DAF Tracking No.: 2016-236			Date	Signature	
Recommended by: Manager			OCT 27 th 2016		
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali		OCT 27 th 2016	X	
<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.

"Appendix A" – Property Descriptions and Major Agreement Terms

Owner / Transferor: Rosedale Golf Association Limited

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

Consideration for Permanent and Temporary easement(s): \$2.00 (together with payment of legal fees to a maximum of \$9000.00 plus HST)

Easement Lands: Part of 1901 Mount Pleasant Road, Toronto are defined as follows:

Temporary Easement Lands- Legal Description

Firstly: Part of PIN 10356-0223 (LT) shown as Parts 2 and 3 on the draft reference plan (Plan No. 1; Job Number 2015-00246)

Secondly: Part of PIN 10356-0223 (LT) shown as Parts 2, 3, 4, 5, and 6 on the draft reference plan (Plan No. 2; Job Number 2015-00246)

Permanent Easement Lands - Legal Description

Firstly: Part of PIN 10356-0223 (LT) shown as Part 1 on a draft reference plan (Plan No. 1; Job Number 2015-00246)

Secondly: Part of PIN 10356-0223 (LT) shown as Part 1 on a draft reference plan (Plan No. 2; Job Number 2015-00246)

Grant of the Temporary Easement Interest:

Temporary Easement term to on November 1, 2016 and end on March 15, 2019. The term may be amended upon mutual agreement of the parties. The City, either itself or through its contractor, shall contact the Owner no later than fourteen (14) calendar days prior to commencement so as to minimize disruption to the Owner's golf course operations.

With the exception of emergencies, as may be determined by the City, acting reasonably, it is however agreed that upon completion of the Project in March of 2017, the City shall require only intermittent access to the Temporary Easement Lands to complete restoration work during May and June of 2017, and subsequently for deficiency correction and warranty access under the construction contract for which every effort will be made to have scheduled during the periods commencing November 1st to March 15th of each year. In the event of emergency, to be determined by the City, acting reasonably, the City may access the Property upon providing a minimum of twenty-four (24) hours written notice to the Owner.

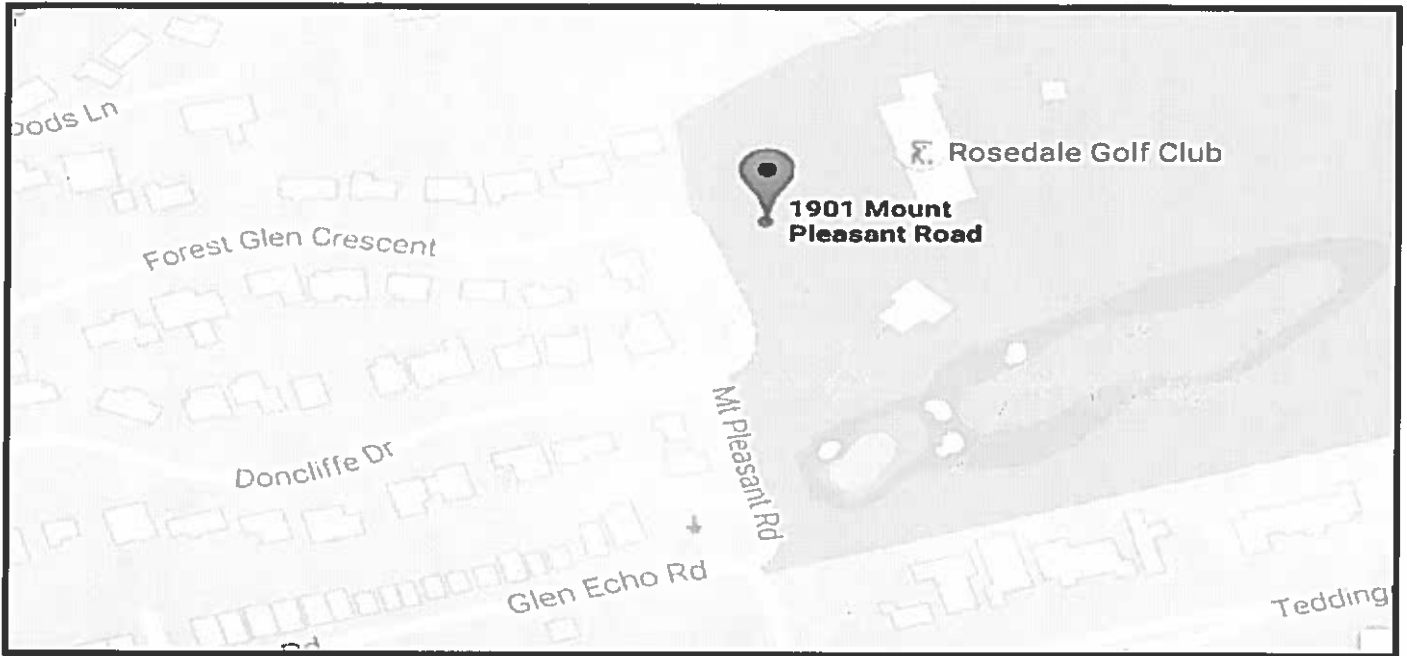
Upon completion of the Project and any related installation, works, restoration, and or entry, the City shall restore any lands disturbed by the City to their condition immediately preceding entry, to the extent reasonably possible upon consultation with the Owner or in the alternative, the City agrees to that the Owner may cause all or part of the restoration work and the City agrees to compensate the Owner for reasonable costs incurred on the basis of submitted invoices to the City.

Grant of the Permanent Easement Interest:

Permanent Easement interest to construct, install, erect, operate, use, maintain, inspect, alter, remove, replace, reconstruct, repair, enlarge, expand and reconstruct storm sewers existing at any time in the future, including manholes, headwalls, appurtenances, attachments, apparatus, appliances, markers, fixtures, pipes, valves, equipment and other improvements, existing or in the future, in, on, under, over and/or through the Permanent Easement Lands, together with all of the works of the Transferee for its undertaking, but specifically excluding any and all separate storm and sanitary catch basins, laterals, manholes and/or water service connections servicing the Transferor's Lands, together with the right of ingress and egress over the Permanent Easement Lands for the Transferee's servants, agents, contractors, vehicles, supplies and equipment, for all purposes necessary or incidental to the exercise and enjoyment of the rights hereby granted. The City is obliged to restore all lands disturbed and shall make every effort to minimize operational disruption.

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

"Appendix A" Location Map



Appendix 'B' Easement Location

