

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

TRACKING NO.: 2016-156

<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:	Trixy Pugh	Division:	Real Estate Services
Date Prepared:	August 19, 2016	Phone No.:	(416) 392-8160
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).			
Purpose	To obtain authority to enter into a Transfer Agreement relating to City-owned land located at 625 Eglinton Avenue West with Metrolinx as required for the implementation of the Eglinton-Scarborough Crosstown Light Rail Transit Project (the "Project"), to grant a temporary licence over a portion of 625 Eglinton Avenue West to Metrolinx as required for construction purposes, and to enter into a Party Wall Agreement with Metrolinx for protection of a shared wall located on 625-641 Eglinton Avenue West.		
Property	Parts of the City-owned land located at 625-641 Eglinton Avenue (the "Property") as shown on Appendix "B", comprising of:		
Actions	<ol style="list-style-type: none"> 1) Portions of the Property, being part of Lots 5 and 6 on Plan 2639 (PIN 21175-0040)(LT), also shown as Parts 1 and 3 on draft Reference Plan Job No. 2012-0642 Plan No. 1 (the "Fee Lands") 2) A portion of the Property being part of Lots 5 and 6 on Plan 2639 (PIN 21175-0040)(LT), also shown as Part 2 on draft Reference Plan Job No. 2012-0642 Plan No. 1 (the "Temporary Licence Lands") <ol style="list-style-type: none"> 1. The City enter into a Transfer Agreement (the "Agreement") with Metrolinx, for the Property, and 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. 2. Authority be granted to enter into a temporary licence over Part 2 with Metrolinx which shall commence on the date that the Fee Lands are transferred to Metrolinx, and shall expire on December 31, 2020, for the construction of the Project on terms and conditions as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor. 3. The City enter into a Party Wall Agreement with Metrolinx for the protection of a wall located on the boundary between the Fee Lands and the remainder of the Property, between the 1st addition and 2nd addition to the building on the Property as shown on Appendix "C" (the "Wall"), which will become a party wall as a result of the transfer of the Fee Lands to Metrolinx, on terms and conditions as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor. 4. 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. 5. Authority be granted for the Chief Corporate Officer to administer and manage the temporary licence and Party Wall Agreement including the provision of any consent, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter to City Council for its determination and direction. 6. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>The proposed Agreement will provide revenue in the amount of \$2,888,000 (exclusive of HST) less closing costs and the usual adjustments, if applicable, to the City of Toronto. The proceeds will be contributed to the Land Acquisition Reserve Fund (XR1012) upon closing of the transaction. Relocation costs are capped at \$1,500,000 as set out in the Terms and Conditions section. The proposed Party Wall Agreement will be entered into for nominal consideration.</p> <p>Pursuant to Schedule G (Real Estate Protocol) contained in the Master Agreement between the City, the Toronto Transit Commission and Metrolinx for the implementation of the Toronto Light Rail Transit Program dated November 28th, 2012 ("Master Agreement"), temporary use property requirements not required for City purposes are to be provided to Metrolinx for nominal consideration.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		

Comments	<p>The Property was acquired by separate transactions in 1932 and 1937 by the former Corporation of the Village of Forest Hill.</p> <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.</p> <p>Metrolinx had identified 625 Eglinton Avenue West as required for the implementation of the Project, however, the City had identified a laneway widening requirement, over Part 2 on draft Reference Plan Job No. 2012-0642, Plan No. 1. Metrolinx's proposed support of excavation at the edge of the secondary entrance at Chaplin Station extends into the City's laneway requirements at 3 metres below grade, and therefore Metrolinx has requested a stratified fee simple interest in Part 3 to provide for this requirement, in addition to Part 1. Negotiations with Metrolinx have resulted in the Agreement that is being recommended for acceptance. The Property Management Committee has reviewed Metrolinx's requirements of the Property and recommends that the Fee Lands and temporary licence be conveyed to Metrolinx.</p> <p>There is currently a wall on the boundary between the Fee Lands and the lands to be retained by the City. The Party Wall Agreement states that the Wall will be jointly used and maintained by both parties. Metrolinx will be removing a portion of the building on the Fee Lands after they are transferred, shown as the 2nd addition on Appendix "C", to erect a secondary entrance and vent shaft structure.</p>
Terms	See Appendix "A"

Property Details	Ward:	22 – St. Paul's
	Assessment Roll No.:	Part of 1904-11-2-280-00700
	Approximate Area:	
	Fee Lands: Temporary Licence Lands:	490.57 m ² (5,280.45 ft ²) 9.67 m ² (104 ft ²)

Consultation with Councillor(s)									
Councillor:	Josh Matlow				Councillor:				
Contact Name:	Josh Matlow				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail	<input type="checkbox"/>	Memo	<input type="checkbox"/>	Other	<input type="checkbox"/>	
Comments:	July 16, 2016 (notified)				Comments:				

Consultation with ABCDs					
Division:	Toronto Fire Services		Division:	Financial Planning	
Contact Name:	Matthew Pegg		Contact Name:	Filisha Mohammed	
Comments:	July 17, 2016 (Comments incorporated)		Comments:	July 16, 2016 (Comments incorporated)	

Legal Division Contact	
Contact Name:	Charlene Farrugia (8-5813) (Comments incorporated – July 16, 2016)

DAF Tracking No.: 2016-156	Date	Signature
Recommended by: Manager	Aug. 19, 2016	Melanie Hale-Carter for Tasse Karakolis
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services <input type="checkbox"/> Approved by: Joe Casali	Aug. 19, 2016	Brian Varner for Joe Casali
<input checked="" type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	Aug. 19, 2016	Josie Scioli

Appendix "A"

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Terms and Conditions:

Transfer Agreement – Major Provisions:

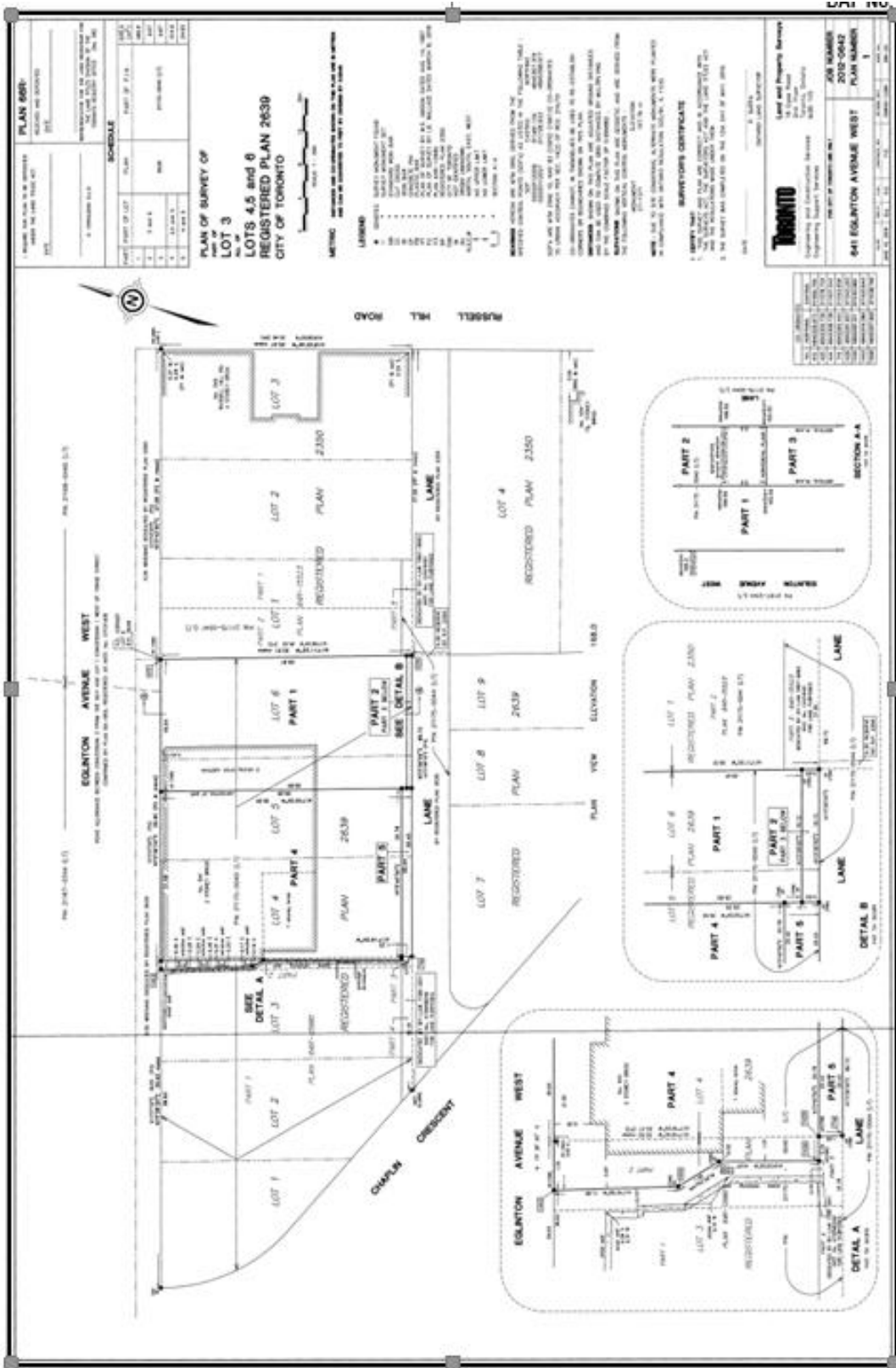
- (i) Purchase Price: \$2,888,00.00
- (ii) Metrolinx to reimburse a portion of the costs of relocating Toronto Fire Station 135 to a new location, being any amount by which such costs exceed \$4,100,00.00, up to a maximum of \$1,500,000.00
- (iii) Closing Date: the earlier of (i) of 30 days from the date of the Agreement and (ii) August 30, 2016, or such other date as may be agreed between the parties

Temporary Licence for Construction Purposes – Major Provisions:

- (i) Term: Commencing upon transfer of Parts 1 and 3 on draft Reference Plan Job No. 2012-0642 Plan No. 1, with forty-eight (48) hours' written notice of entering the licensed area for the first time, and expiring on December 31, 2020;
- (ii) Upon the expiration of the Term, Metrolinx must, at its sole cost, remove its equipment and debris from the Property and restore the Property to the satisfaction of the City;
- (iii) Metrolinx shall take measures to ensure that underground services, utilities and/or structures that may exist on, under or adjacent to the licensed areas are protected from damage;
- (iv) Metrolinx to repair all damage caused by any exercise of its rights under the Temporary Licence to the satisfaction of the City;
- (v) 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 Office may deem appropriate.

Party Wall Agreement – Major Provisions:

- (i) Term: To commence on the date of the Transfer of the Fee Lands, for a term of one year. The Agreement shall, unless both parties have agreed in writing on or prior to each anniversary, be automatically renewed for successive one-year terms in perpetuity unless otherwise terminated in accordance with the Agreement;
- (ii) The Wall shall be used and maintained as a party wall, with reciprocal easements of support for each owner's half of the Wall;
- (iii) Prior to removing the 2nd addition and erecting a station building contiguous to the Wall (the "Work"), Metrolinx shall provide the City with the plans for its Work with all ancillary materials pertaining to the design of Chaplin Station, together with a certification by a qualified structural engineer addressed to the City or accompanied by a letter of reliance, that the Work will not adversely impact the structural integrity of the Wall or the portion of the building on the City lands;
- (iv) Metrolinx shall maintain insurance in respect of the Work in accordance with Schedule B to the Master Agreement;
- (v) Metrolinx indemnifies and holds the City harmless from and against liability or damage including claims for damage to property and personal injury or death, suffered or incurred by the City arising out of, due to or as a result of the Work, but only to the extent of the proceeds of insurance actually received by Metrolinx under the insurance that Metrolinx is required to maintain pursuant to the Master Agreement;
- (vi) Each party shall, at its own expense, be entitled to undertake any non-structural work, maintenance, renovation, repair or alteration to their side of the Wall;
- (vii) Save and except for the Work, neither party shall undertake or permit any work, maintenance, renovation, repair, alteration, demolition, replacement or construction that affects the structural integrity of the Wall, exposes any attic area in the other party's portion of the building to the elements, or renders the Wall an exterior wall ("Major Alterations") without obtaining the other party's prior written approval, not to be unreasonably withheld or delayed, and Major Alterations to the Wall shall be performed by contractors approved by both parties.
- (viii) Each party shall be responsible for half of the cost of all Major Alterations to the Wall, subject to exceptions for Major Alterations to repair damage to the Wall for which one party is at fault and Major Alterations required in connection with any work by one party on its part of the building;
- (ix) Parties must respond to requests for consent or approval within 60 days, failing which consent or approval will be deemed to have been given;
- (x) Neither party will convey the lands on which the Wall is located or grant interests in the lands for twenty-one years or more without requiring the purchaser to assume the Party Wall Agreement.



Appendix "C" – Party Wall

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Appendix "D" – Aerial & Map

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