

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

TRACKING NO.: 2016-270

<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:	Nick Simos	Division:	Real Estate Services
Date Prepared:	December 2, 2016	Phone No.:	416-392-7223
Chief Corporate Officer has approval authority to approve the disposal to Metrolinx of certain Transit Lands for nominal consideration, (on terms satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor).			
Purpose	To obtain authority to grant a Permanent Easement and Temporary Licence and enter into a Transfer Agreement with Metrolinx over City-owned land located at 1250 Eglinton Avenue West for the construction and maintenance of an entrance building as required for the implementation of the Eglinton-Scarborough Crosstown Light Rail Transit Project (the "Project").		
Property	City-owned land located at 1250 Eglinton Avenue West, described as being part of Lots 29, 30 and 31 in Block J, Plan 1070, Township of York; part of Lots 118, 119, 130, 131, 132 and 133, Plan 1752, Forest Hill (PIN 10446-0580(LT)), also shown as Parts 1, 2 & 3 on Sketch Dwg. No. ECLE1-2A-SK003B, shown in Appendix "B" (the "Property").		
Actions	<ol style="list-style-type: none"> 1. The City enter into a Transfer Agreement with Metrolinx for a stratified portion of the Property, shown as Part 1 on Sketch Dwg. No. ECLE1-2A-SK003B (the "Station Box Lands"), subject to granting easement requirements, 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. The City grant a permanent easement to Metrolinx in, over, under, upon and through a stratified portion of the Property, shown as Part 2 on Sketch Dwg. No. ECLE1-2A-SK003B (the "Easement Lands"), for the purpose of maintaining the Entrance Building; 3. Authority be granted to enter into a temporary licence (the "Temporary Licence") with Metrolinx in, over, under, upon and through the Property for nominal consideration, for a term of forty-six (46) months, for construction purposes, on terms and conditions as set out herein and 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 s/he considers reasonable. 5. Authority be granted for the Chief Corporate Officer to administer and manage the temporary licence 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 Transfer Agreement and Permanent Easement will provide revenue in the amount of \$2,300,000.00 (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.</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 expropriated in 1962 for and in connection with the William R. Allen Expressway. The lands were declared surplus for road requirements in 1979 and have since been used as commuter parking lots under the administrative responsibility of the Toronto Transit Commission ("TTC"). The Toronto Parking Authority operated the surface parking lots under a management agreement with the TTC. City Council at its meeting held on May 17-19, 2011, adopted GM3.21 – "Transfer of Properties to Build Toronto and Declaration of Surplus – Second Quarter 2011", declaring the Property surplus.</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. Metrolinx has identified the Property as a requirement for the Project.</p> <p>Build Toronto is aware of Metrolinx's request and has no objections to such requirements. DAF No. 2016-269 was authorized, which amended the manner of disposal for the southwest corner of the Property, from a transfer to Build Toronto, to inviting an offer to purchase Part 1 on Sketch Dwg. No. ECLE1-2A-SK003B and grant a permanent easement over Part 2 from Metrolinx. In addition, access to the Property prior to the completion of the transfer is required. As such, Metrolinx is also seeking a temporary licence over the Property for access. The Property Management Committee has reviewed Metrolinx's requirements of the Property and recommends that the Station Box Lands, Easement Lands and the Temporary Licence be conveyed to Metrolinx.</p>
Terms	See Appendix "A"

Property Details	Ward:	21 –St. Paul's
	Assessment Roll No.:	1904-11-3-250-05100
	Approximate Area:	
	Station Box Lands: Easement Lands: Temporary Licensed Area:	232 m ² ± (2,497.23 ft ² ±) 118 m ² ± (1,270.14 ft ² ±) 2,341 m ² ± (25,198.31 ft ² ±)

Consultation with Councillor(s)									
Councillor:	Joe Mihevc				Councillor:				
Contact Name:	Joe Mihevc				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Notified (December 2, 2016)				Comments:				
Consultation with ABCDs									
Division:					Division:	Financial Planning			
Contact Name:					Contact Name:	Filisha Mohammed			
Comments:					Comments:	December 2, 2016			
Legal Division Contact									
Contact Name:	Lisa Davies (2-7270) (Comments incorporated – December 2, 2016)								

DAF Tracking No.: 2016-270	Date	Signature
Recommended by: Manager Nick Simos	Dec. 5, 2016	Nick Simos
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali	Dec. 5, 2016	Joe Casali
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	Dec. 6, 2016	Josie Scioli

Appendix "A"**DAF No. 2016-270****Terms and Conditions:**

Fee Simple Transfer – Major Provisions:

- (i) Purchase Price: \$2,300,000.00
- (ii) Closing Date: forty-five (45) days after a reference plan depicting such portion of the Licensed Area to be acquired by Metrolinx is deposited on title, or such other date as may be agreed between the parties.

Permanent Easement – Major Provisions:

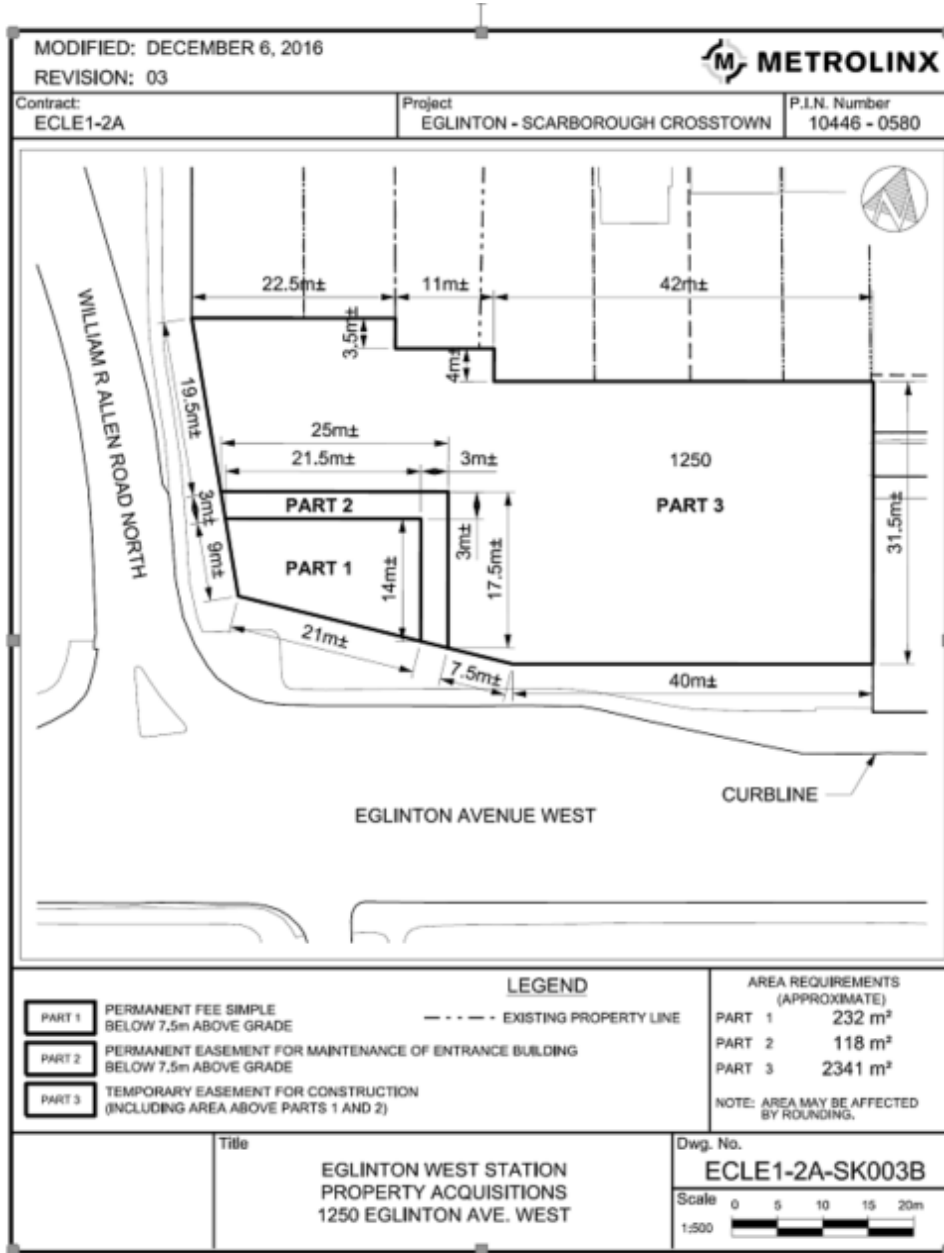
- (i) Metrolinx to acknowledge potential City Services (sewer and water main) on the Easement Lands and agrees that, except in the case of an emergency, no digging, drilling or construction, other than routine maintenance shall be carried out without firstly providing engineered drawings to the Chief Corporate Officer, and consents of any other future permitted lessee, licensee or occupier;
- (ii) Metrolinx to be responsible for any damage caused to the Easement Lands at any time, by its agents, contractors or employees and shall restore the Easement Lands to their former state so far as is reasonably practical to the satisfaction of the Chief Corporate Officer.

Temporary Licence – Major Provisions:

- (i) Term: Forty-six (46) months;
- (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 Chief Corporate Officer;
- (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.

Appendix "B" – Sketch

DAF No. 2016-270



Appendix "C" – Aerial & Map

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