

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

TRACKING NO.: 2016-241

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:	Mike Saffran	Division:	Real Estate Services
Date Prepared:	November 25, 2016	Phone No.:	416-392-7205

Purpose To authorize the sale of a strip of City-owned vacant land located between 52 and 56 McCaul Street, Toronto.

Property A strip of vacant land located between 52 and 56 McCaul Street, legally described as Part of Park Lot 13, Concession 1, From the Bay, Township of York, Toronto, shown as Part 1 on Sketch No. PS-2016-045, attached as part of Appendix "A" (the "Strip").

Actions

1. The City accept the Offer to Purchase from the adjoining owner, Osmington Residences (Gallery) Inc. (the "Purchaser"), to purchase the Strip for the sum of \$670,000.00, substantially on the terms and conditions outlined herein and on such further and other terms as may be acceptable to the Chief Corporate Officer and in a form satisfactory to the City Solicitor.
2. At the time of the conveyance of the Strip, an access easement be retained over the Strip for access to University Settlement House, located on the adjacent City-owned lands to the west (the "Retained Easement") until such time as the Purchaser has conveyed to the City and registered a new pedestrian access easement and the lands subject to the new easement are open and capable of being safely used for the intended purpose.
3. A portion of the proceeds of closing be directed to fund the outstanding expenses related to the completion of the sale transaction.
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 he considers reasonable.
5. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact Revenue to the City in the amount of \$670,000.00 (exclusive of HST), less closing costs, and the usual adjustments is anticipated. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments In accordance with the City's Real Estate Disposal By-law, No. 814-2007, the Strip was declared surplus on August 19, 2016 (DAF No. 2016-183) subject to the Retained Easement, with the intended manner of disposal to be by inviting an offer to purchase the Strip from the adjoining owners.

The Strip was acquired in 1958 as part of a larger City-owned property on which is located University Settlement House. The Purchaser has requested to acquire the Strip to incorporate into the development of a 14 storey mixed-use building with commercial at-grade and residential condominiums above.

All steps necessary to comply with the City's real estate disposal process as set out in Chapter 213 of the City of Toronto Municipal Code have been complied with.

The Offer to Purchase submitted by the Purchaser in the amount of \$670,000.00 is considered fair, reasonable and reflective of market value. It is recommended for acceptance substantially on the terms and conditions outlined below.

Terms See page 4

Property Details	Ward:	20 – Trinity-Spadina
	Assessment Roll No.:	N/A
	Approximate Size:	Irregular shape: 4.0 m x 32.2 m ± (13.1 ft x 105.6 ft ±)
	Approximate Area:	138.9 m ² ± (1,495.2 ft ² ±)
	Other Information:	Adjoining owner has a right-of-way over the Strip

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input 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 checked="" 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: N/A	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:

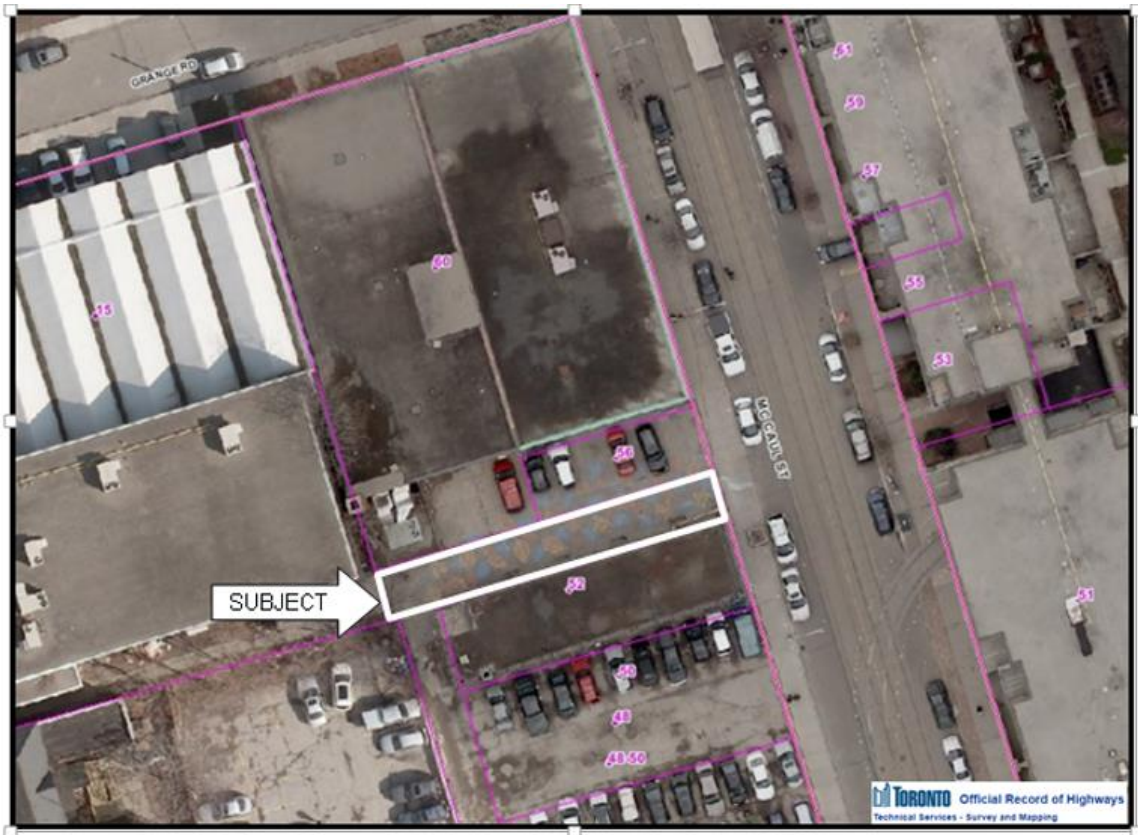
- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

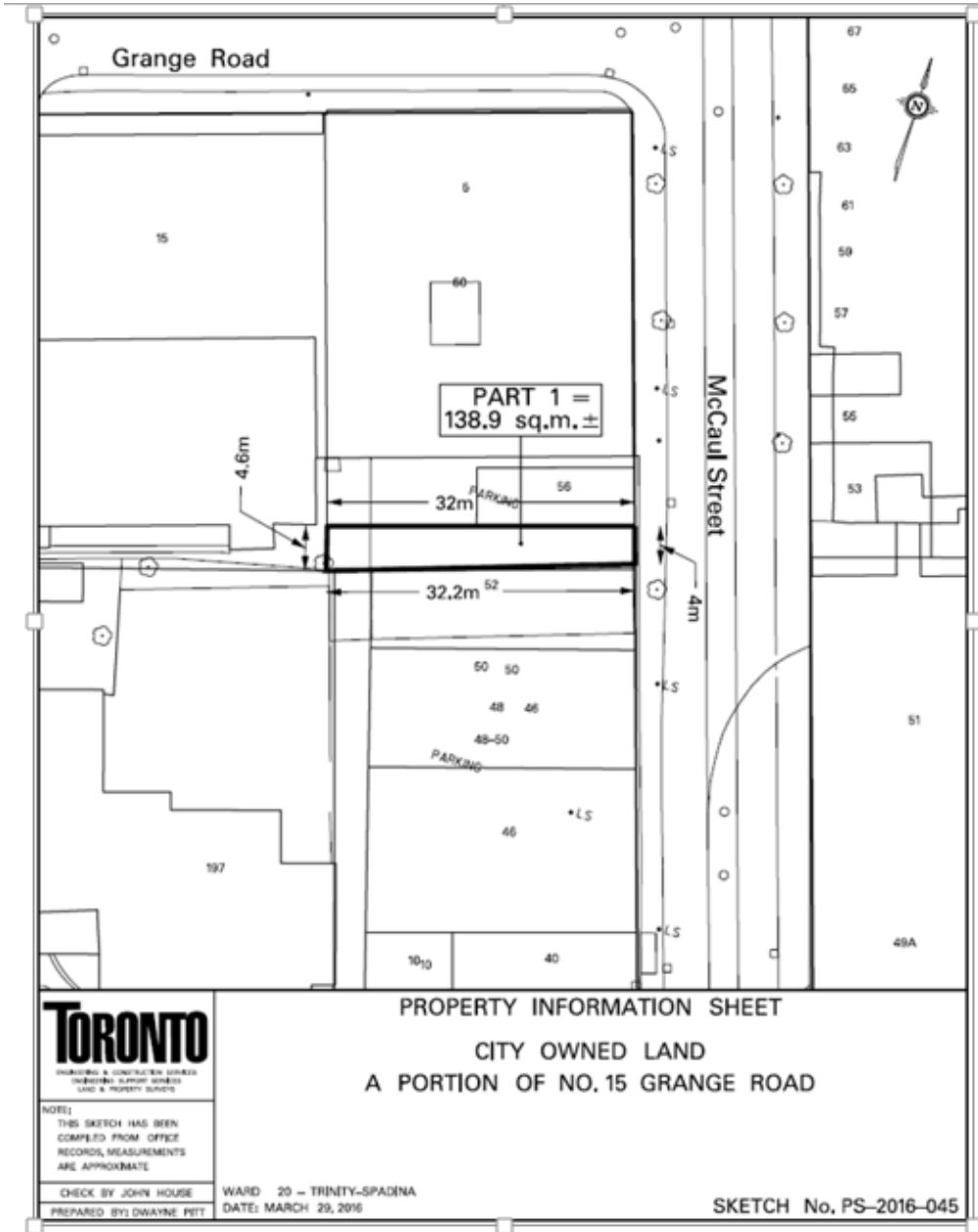
Consultation with Councillor(s)												
Councillor:					Joe Cressy							
Contact Name:					Raymond Ngu							
Contacted by:					X	Phone	X	E-Mail		Memo		Other
Comments:					Concurs with submission of DAF – Nov 24/16							
Consultation with ABCDs												
Division:					Planning / Planning Law							
Contact Name:					Michelle Knerieum / Jessica Braun							
Comments:					No comments – November 23, 2016							
Division:					Financial Planning							
Contact Name:					Filisha Mohammed							
Comments:					Concurs with Financial Impact Statement – Nov 23/16							
Legal Division Contact												
Contact Name:					Jack Payne – November 16, 23, 2016							
DAF Tracking No.: 2016-241				Date			Signature					
Recommended by: Manager												
<input checked="" type="checkbox"/>	Recommended by:		Director of Real Estate Services Joe Casali		Nov. 25, 2016			Nick Simos for Joe Casali				
<input type="checkbox"/>	Approved by:											
<input checked="" type="checkbox"/>	Approved by:		Chief Corporate Officer Josie Scioli		Nov. 28, 2016			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.

<p>Terms</p>	<p>Irrevocable Date: 45 days after execution of the Offer to Purchase by the Purchaser.</p> <p>Purchase Price: \$670,000.00</p> <p>Deposit: \$67,000.00 (Bank Draft)</p> <p>Balance: Bank draft or certified cheque on closing, subject to the usual adjustments.</p> <p>Closing Date: 30th day following acceptance of the Offer by the City.</p> <p>"As Is" Conditions: The Purchaser shall accept the Strip in "as is" condition and on closing will execute a Confirmation and Release releasing the City from liability for any hazardous substances or existing improvements.</p> <p>Retained Easement: On closing, the City will retain and the Purchaser shall register a non-exclusive easement in perpetuity over the Strip in favour of the adjacent City-owned lands to the west for pedestrian and vehicular traffic. The Retained Easement shall be released by the City upon (i) the registration of a new pedestrian access easement in accordance with Item TE14.2 as amended and adopted by City Council on March 10, 2016 (the "Council Authority"); and (ii) the City's reasonable satisfaction that the lands subject to the new easement are open and capable of being safely used for the purposes of the easement.</p> <p>Consent Agreement: In order to facilitate construction of the Purchaser's development, the City consents to the Purchaser blocking its rights under the Retained Easement during construction on the condition that satisfactory temporary access is continually provided as required by the Council Authority. If such temporary access is not provided at any time, or if the new easement is not registered open and accessible by 30 months after commencement of excavation, the City's consent terminates and the Purchaser must restore the Strip to its original condition. If the Purchaser is proceeding diligently with the development, the City will not unreasonably withhold its consent to a request by the Purchaser to extend the 30 month period by up to 6 months.</p>





TORONTO
PLANNING & CONSTRUCTION SERVICES
ENGINEERING SURVEYING DESIGN
LAND & PROPERTY SERVICES

NOTE:
THIS SKETCH HAS BEEN
COMPILED FROM OFFICE
RECORDS, MEASUREMENTS
ARE APPROXIMATE

CHECK BY JOHN HOUSE
PREPARED BY DWAYNE PETT

WARD 20 - TRINITY-SPADINA
DATE: MARCH 29, 2016

PROPERTY INFORMATION SHEET
CITY OWNED LAND
A PORTION OF NO. 15 GRANGE ROAD

SKETCH No. PS-2016-045