

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, INTERNAL CORPORATE SERVICES
DIRECTOR OF REAL ESTATE SERVICES

TRACKING NO.: 2017-288

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 on 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), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).

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:	Sean Shahi	Division:	Real Estate Services
Date Prepared:	November 2, 2017	Phone No.:	416-338-2745

Purpose	To obtain authority for the City to enter into a two (2) year licence agreement (the "Licence Agreement") with Donmeg Developments Limited ("Donmeg" or the "Licensee") for a portion of the land municipally known as 805 Don Mills Road, Toronto, as shown hatched on Schedule "A", for the purposes of construction staging and construction deliveries.
Property	Approximately 3,500 square feet (325 square meters) of land located on the City owned road allowance at the south-east corner of Eglinton Avenue and Don Mills Road, Toronto, on the lands municipally known as 805 Don Mills Road, as shown hatched on the sketch attached as Schedule "A" (the "Licensed Area").
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into a Licence Agreement with Donmeg for the Licensed Area, substantially on terms and conditions outlined in Schedule "B", and on any such other or amended terms and conditions as may be satisfactory to the Deputy City Manager, Internal Corporate Services (the "DCM") or his or her designate, and in a form acceptable to the City Solicitor. 2. The DCM or his or her designate, shall administer and manage the Licence Agreement including the provision of any consents, approvals, amendments, waivers, notices and notice of termination provided that the DCM may, at any time, refer consideration of such matters to City Council for its termination and direction; and, 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	The City will receive a total net revenue of \$80,000.00 (plus all applicable taxes) for the two (2) year term of the Licence Agreement.
Comments	<p>The Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p> <p>Donmeg is currently constructing its Sonic Condos development site located directly adjacent to the Licensed Area and has requested that a Licence Agreement be entered into with the City, to grant Donmeg non-exclusive use of the Licensed Area for the purposes of construction staging and construction deliveries in relation to the Sonic Condos development.</p> <p>The City owned property municipally known as 805 Don Mills Road, Toronto has been declared surplus by Delegated Approval Form No. 2010-067 on April 26, 2010 with the intended manner of disposal to be a transfer to Build Toronto Inc. ("Build Toronto"). Pursuant to Government Management Committee Item GM30.17, adopted by City Council at its meeting on May 11 and 12, 2010, City Council approved the terms of transfer to Build Toronto. As Build Toronto does not currently require the property, Build Toronto advised that they have no objection to the Donmeg licence proposal.</p> <p>Metrolinx and its contractors (collectively referred to as "Metrolinx"), as part of the Eglinton Crosstown Light Rail Transit project, currently have licence agreements and permissions to enter, which grant Metrolinx access to the western portion of the City-owned lands at 805 Don Mills Road. Metrolinx has advised that they have no objection to Donmeg's request.</p> <p>Real Estate Services considers the proposed annual licence fee and other terms and conditions in the Licence Agreement to be fair, reasonable and at market value.</p>
Terms	As outlined in the attached Schedule "B".

Property Details	Ward:	26 – Don Valley West
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	Approximately 3500 square feet (325 square meters)
	Other Information:	

A.	Director of Real Estate Services has approval authority for:	Deputy City Manager, Internal Corporate Services 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: N/A</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 checked="" 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 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>
<p>B. Deputy City Manager, Internal Corporate Services and Director of Real Estate Services each has signing authority on behalf of the City for:</p>		
<p><input type="checkbox"/> 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</p> <p><input type="checkbox"/> 2. Expropriation Applications and Notices following Council approval of expropriation.</p> <p><input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him or her.</p>		
<p>Deputy City Manager, Internal Corporate Services also has approval authority for:</p>		
<p><input type="checkbox"/> Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.</p>		

Consultation with Councillor(s)										
Councillor:		Jon Burnside				Councillor:				
Contact Name:		Ghazal Zazai				Contact Name:				
Contacted by:		Phone	X	E-Mail		Memo		Other		
Comments:		Concurrence				Comments:				
Consultation with ABCDs										
Division:		Build Toronto / Metrolinx				Division:		Financial Planning		
Contact Name:		Bayne Anderson / Susan Lin				Contact Name:		Filisha Jenkins		
Comments:		Concurrence				Comments:		Concurrence		
Legal Division Contact										
Contact Name:		Shirley Chow								
DAF Tracking No.: 2017- 288				Date		Signature				
Recommended by:		Manager – Daran Somas		Nov/3/2017		Sgd.\ Daran Somas, Actg. Manager				
<input type="checkbox"/>	Recommended	Director of Real Estate Services		Nov/7/2017		Sgd.\ David Jollimore				
<input type="checkbox"/>	Approved by:	David Jollimore								
<input type="checkbox"/>	Approved by:	Deputy City Manager, Internal Corporate Services				X				
		Josie Scioli								

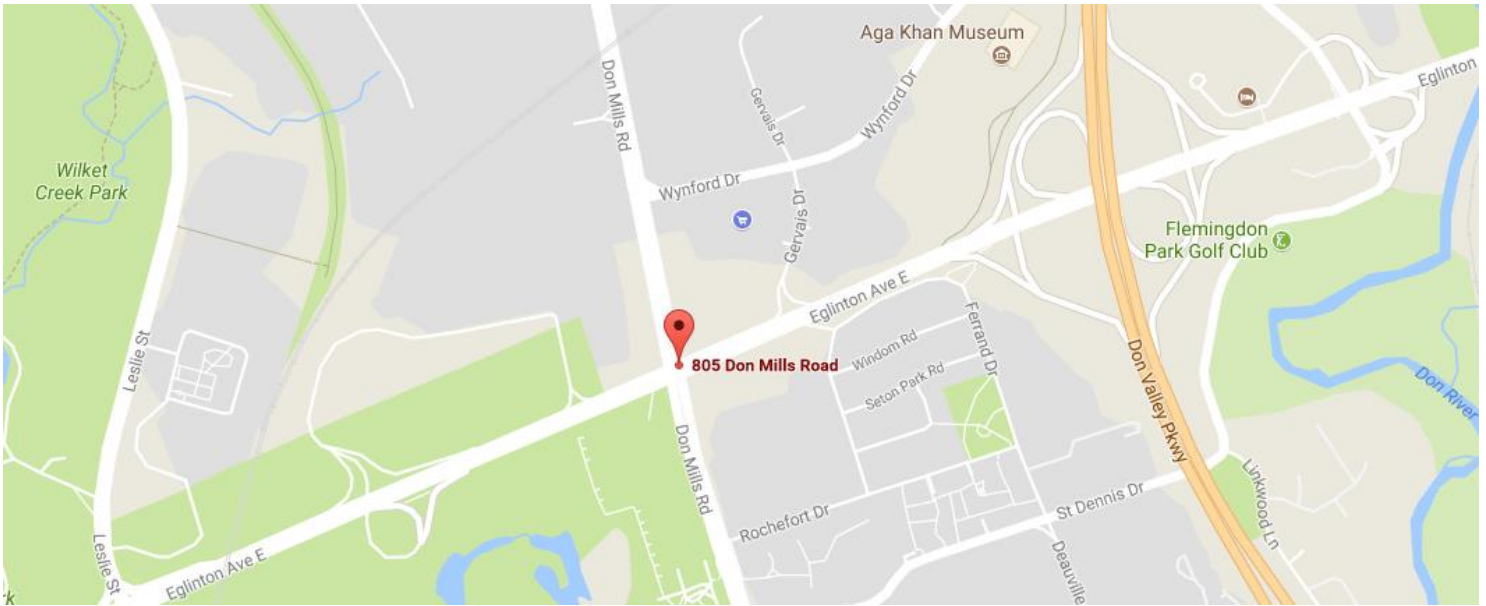
General Conditions ("GC")

- (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 Deputy City Manager, Internal Corporate Services, in consultation with any other 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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (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, except for property acquisitions of 50M² or less for transit shelter purposes.
- (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.

Schedule "A"

Location Map and Sketch of Licenced Area and Access Path.

Location Map:



Sketch of Licenced Area and Access Path:



SCHEDULE "B"
MAJOR TERMS AND CONDITIONS

Licensed Area:

The City and the Licensee agree that the Licence is non-exclusive to the Licensee, for use of an area comprising approximately of 3,500 square feet as shown hatched on the sketch attached as Schedule "A". In addition to the Licensed Area and for the sole purpose of ingress and egress to the Licensed Area, the Licensee shall be granted access, on a non-exclusive basis, to traverse on, over and through the City Lands immediately to the South West of the Ferrand Drive entrance to the Licensed Area (the "Access Path"), as shown cross-hatched on the sketch attached as Schedule "A".

Term:

Twenty-Four (24) months commencing December 1, 2017 and expiring on November 30, 2019.

Licence Fee:

\$40,000.00 per annum or \$3,333.33 per month plus all applicable taxes.

Renewal Rights:

The Licensee shall have no further right of renewal.

Early Termination:

The City and the Licensee shall each have a mutual right to terminate the Licence for any reason whatsoever upon providing no less than sixty (60) days prior written notice to the other party.

Net Licence:

The Licence shall be completely net and carefree to the City. The Licensee is responsible for all costs and expenses in respect of the Licensed Area and the Access Path. The Licensee shall be responsible for all restoration and maintenance obligations in respect of the Licensed Area and Access Path.

Use of Licensed Area:

The Licensee shall use the Licensed Area for the purpose of access, construction staging and construction deliveries, as may be reasonably required by the Licensee for the construction of the Licensee's residential development adjacent to the Licensed Area, and for no other purpose whatsoever.

Insurance:

The Licensee shall, at all times during the Term of the Licence, carry General Commercial Liability insurance in the amount of not less than FIVE Million Dollars (\$5,000,000.00) per occurrence and add the City as an additional insured.

As-Is Condition:

The Licensee accepts the Licensed Area and the Access Path in an "as is, where is" condition, and shall not require the City to pay for or do any work.