

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

TRACKING NO.: 2017-185

- 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.

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| Prepared By: | Loretta Ramadhin | Division: | Real Estate Services |
| Date Prepared: | June 15, 2017 | Phone No.: | 416-392-7169 |

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| Purpose | To obtain authority to enter into a construction license agreement and a pedestrian/bicycle path license agreement (collectively, the "License Agreements") with Canada Lands Company CLC Limited ("CLC") as licensor, to acquire a license for the purpose of constructing a pedestrian/bicycle path across a corner of the property known municipally as 200 Queens Quay West, Toronto, and a license for the operation and use of the public pedestrian/bicycle path following completion of construction. |
| Property | Part of the property known municipally as 200 Queens Quay West, Toronto, which is legally described as part of Blocks 1 and 2, Plan 616E, City of Toronto, designated as Parts 1, 2 and 3 on Plan 66R-18609, being PINS 21419-0037(LT), 21419-0066 (LT) and 21419-0067 (LT) (the "CLC Lands"). The portion of the CLC Lands to be licensed to the City is shown outlined on the Sketch in Appendix "B" (the "Licensed Area"). A Location Map is shown in Appendix "C". |
| Actions | <ol style="list-style-type: none"> Authority is granted to enter into a construction license agreement with CLC for the purpose of constructing a pedestrian/bicycle path on the Licensed Area, for a term commencing on the date the license agreement is executed and expiring on August 1, 2018 at the latest, substantially on the terms and conditions outlined in Appendix "A" and such other or amended terms and conditions as the Chief Corporate Office may deem appropriate and in a form acceptable to the City Solicitor. Authority is granted to enter into a pedestrian/bicycle path license agreement with CLC for the operation and use of the public pedestrian/bicycle path on the Licensed Area, for a term commencing on the date construction of the path is completed and expiring 30 days after (1) receipt of notice by the City that a permit has been issued for the redevelopment of the CLC Lands; or (2) receipt by the owner of the CLC Lands of notice of termination by the City, substantially on the terms and conditions outlined in Appendix "A" and such other or amended terms and conditions as the Chief Corporate Office may deem appropriate and in a form acceptable to the City Solicitor. Authority is granted to authorize the Chief Corporate Officer or her designate to administer and manage the License Agreements, including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction. The appropriate City officials are authorized and directed to take the necessary action to give effect thereto. |
| Financial Impact | <p>There is no financial impact resulting from this approval. Each License Agreement will be granted to the City for nominal consideration of \$2.00.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p> |
| Comments | Engineering & Construction Services, on behalf of the Pedestrian Projects Unit within Transportation Services, is reconstructing the Martin Goodman Trail between Lower Simcoe Street and Bay Street, as part of a larger project to construct a new Gardiner Expressway off-ramp to Lower Simcoe Street and reconstruct Harbour Street. The proposed pedestrian/bicycle path reconstruction includes the Licensed Area as part of the intersection improvements at Harbour Street and Lower Simcoe Street. Adjustments are required to pavement elevations at this intersection to accommodate the flow of pedestrians and cyclists, hence the need for reconstruction of this corner of the CLC Lands. |
| Terms | Refer to Appendix "A" |

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| Property Details | Ward: | 20 – Trinity-Spadina |
| | Assessment Roll No.: | 1904062020012510000 |
| | Approximate Size: | n/a |
| | Approximate Area: | 13.86 m ² ± (149.24 ft ² ±) |
| | Other Information: | n/a |

| A. | Director of Real Estate Services has approval authority for: | Chief Corporate Officer has approval authority for: |
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| 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 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"/> (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"/> (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 six (6) months, including licences for environmental assessments and/or testing, etc. |
| 10. Leases/Licences (City as Tenant/Licensee): | <input checked="" 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"/> (b) When closing road, easements to pre-existing utilities for nominal consideration. | <input type="checkbox"/> Where total compensation does not exceed \$3 Million. 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"/> (b) Releases/Discharges; <input type="checkbox"/> (c) Surrenders/Abandonments; <input type="checkbox"/> (d) Enforcements/Terminations; <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates; <input type="checkbox"/> (f) Objections/Waivers/Cautions; <input type="checkbox"/> (g) Notices of Lease and Sublease; <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"/> (j) Documentation relating to Land Titles applications; <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds. | <input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences; <input type="checkbox"/> (b) Releases/Discharges; <input type="checkbox"/> (c) Surrenders/Abandonments; <input type="checkbox"/> (d) Enforcements/Terminations; <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates; <input type="checkbox"/> (f) Objections/Waivers/Cautions; <input type="checkbox"/> (g) Notices of Lease and Sublease; <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"/> (j) Documentation relating to Land Titles applications; <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds. |

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| B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for: | |
| <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. | <input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him or her. |

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| Chief Corporate Officer also has approval authority for: | |
| <input type="checkbox"/> 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 | | | | | Councillor: | | | | | | | | |
| Contact Name: | Brent Gilliard | | | | | Contact Name: | | | | | | | | |
| Contacted by: | Phone | <input checked="" type="checkbox"/> | E-Mail | | Memo | | Contacted by: | Phone | | E-mail | | Memo | | Other |
| Comments: | Emailed June 21, 2017 | | | | | Comments: | | | | | | | | |
| Consultation with ABCDs | | | | | | | | | | | | | | |
| Division: | ECS Transportation Infrastructure | | | | | Division: | Financial Planning | | | | | | | |
| Contact Name: | Brian Buchanan | | | | | Contact Name: | Filisha Jenkins | | | | | | | |
| Comments: | concur | | | | | Comments: | concur | | | | | | | |
| Legal Division Contact | | | | | | | | | | | | | | |
| Contact Name: | Jacqueline Vettorel | | | | | | | | | | | | | |
| DAF Tracking No.: 2017-185 | | | | Date | | | | Signature | | | | | | |
| Recommended by: Manager – Tim Park | | | | June 28 th 2017 | | | | Signed By: Tim Park | | | | | | |
| <input checked="" type="checkbox"/> | Recommended by: Director of Real Estate Services | | | July 14 th 2017 | | | | Signed By: Joe Casali | | | | | | |
| <input checked="" type="checkbox"/> | Approved by: Joe Casali | | | | | | | | | | | | | |
| <input type="checkbox"/> | Approved by: Chief Corporate Officer | | | | | | | 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 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 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-bonus 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.

Appendix "A"

Terms and Conditions

License Agreement for Construction ("Construction Agreement")

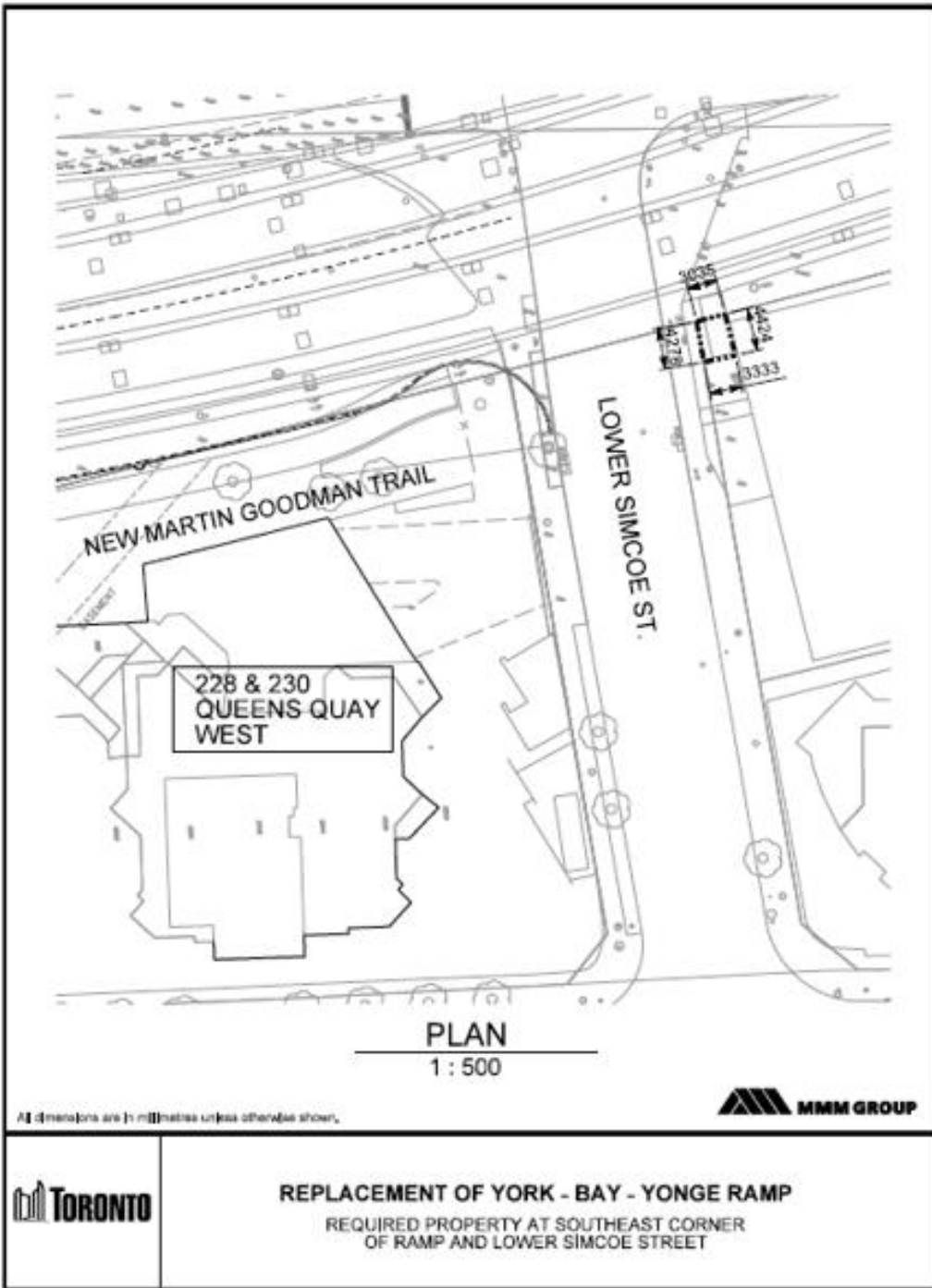
- Licensor:** Canada Lands Company CLC Limited ("CLC")
- Consideration:** Nominal sum of \$2.00
- Use:** To construct a pedestrian/bicycle path on the Licensed Area, which will involve the removal of the existing stairs, construction of a retaining wall and back-fill on the north side of the retaining wall up to grade. The final grade will be paved and line-marked for pedestrian and bicycle usage.
- Term:** The term shall begin upon execution of the Construction Agreement and shall expire on the earlier of: (1) the date on which the City gives written notice to CLC that construction of the pedestrian/bicycle path has been completed; and (2) August 1, 2018.
- Indemnification:** Except to the extent caused by the gross negligence or willful misconduct of CLC, the City shall indemnify and save harmless CLC against any actions, losses, damages, liabilities, costs and expenses directly caused by the exercise of the rights under the Construction Agreement and/or the access or use of the Licensed Area by the City. By limiting CLC's liability to gross negligence, rather than mere negligence, this means CLC will not be responsible for any loss or damage that results from its failure to take reasonable care; it will only be responsible for loss or damage that results from its carelessness that shows a complete lack of disregard for the consequences.
- Insurance:** City to maintain at its own expense commercial general liability insurance on an occurrence basis for third party bodily injury, death, personal injury, property damage and products and completed operations to an inclusive limit of not less than five million (\$5,000,000) dollars per occurrence, with CLC listed as additional insured.
- Sale by CLC:** CLC shall not sell the Licensed Area or lease it for a period of twenty-one years or more, unless CLC requires the proposed purchaser or lessee to enter into an agreement with the City, satisfactory in form and content to the City Solicitor, acting reasonably, wherein such person agrees to assume the covenants and obligations of CLC and to be bound by the terms of the Construction Agreement.

License Agreement for Pedestrian/Bicycle Path ("Pedestrian Bicycle Agreement")

- Licensor:** Canada Lands Company CLC Limited ("CLC")
- Consideration:** Nominal sum of \$2.00
- Use:** To operate, use, inspect, maintain, repair, renew and/or replace a public pedestrian/bicycle path on the Licensed Area for public use.
- Term:** The term shall begin upon completion of construction of the pedestrian/bicycle path and shall expire thirty (30) days following either: (1) receipt by the City of written notice of termination from the owner of the CLC Lands that a permit has been issued pursuant to the Building Code Act (Ontario) for demolition, shoring, excavation and/or construction of a new development on the CLC Lands; or (2) receipt by the owner of the CLC Lands of written notice of termination from the City.
- Indemnification:** Except to the extent caused by the gross negligence or willful misconduct of CLC, the City shall indemnify and save harmless CLC against any actions, losses, damages, liabilities, costs and expenses directly caused by the exercise of the rights under the Pedestrian Bicycle Agreement and/or the access or use of the Licensed Area by the City and members of the public. By limiting CLC's liability to gross negligence, rather than mere negligence, this means CLC will not be responsible for any loss or damage that results from its failure to take reasonable care; it will only be responsible for loss or damage that results from its carelessness that shows a complete lack of disregard for the consequences.
- Insurance:** City to maintain at its own expense commercial general liability insurance on an occurrence basis for third party bodily injury, death, personal injury, property damage and products and completed operations to an inclusive limit of not less than five million (\$5,000,000) dollars per occurrence, with CLC listed as additional insured.
- Sale by CLC:** CLC shall not sell the Licensed Area or lease it for a period of twenty-one years or more, unless CLC requires the proposed purchaser or lessee to enter into an agreement with the City, satisfactory in form and content to the City Solicitor, acting reasonably, wherein such person agrees to assume the covenants and obligations of CLC and to be bound by the terms of the Pedestrian/Bicycle Agreement.

Appendix "B"

Sketch



All dimensions are in millimetres unless otherwise shown.

MMM GROUP

TORONTO

REPLACEMENT OF YORK - BAY - YONGE RAMP
REQUIRED PROPERTY AT SOUTHEAST CORNER
OF RAMP AND LOWER SIMCOE STREET

Appendix "C"

Location Map

