

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

TRACKING NO.: 2017-175

- 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:	Mike Saffran	Division:	Real Estate Services
Date Prepared:	June 27, 2017	Phone No.:	(416) 392-7205

Purpose	To obtain authority to enter into, and complete a land exchange (the "Agreement") with Shane B Inc. (the "Owner") for a portion of City-owned land, located at 1073 Millwood Road, in exchange for a portion of 3-5 Southvale Drive.		
Property	<ol style="list-style-type: none"> A portion of 1073 Millwood Road, being part of PIN 10382-0153 (LT), shown as Parts 4, 5 and 6 (the "City Lands") on Drawing No. 2836-4R-NAD83.DWG, dated February 1, 2017 (the "Draft Plan") on the attached Appendix "A", subject to the reservation of a permanent easement in favour of the City over Part 4 on the Draft Plan. A portion of 3-5 Southvale Drive, being part of PIN 10382-0152 (LT), shown as Part 3 (the "Owners Lands") on the Draft Plan, dated February 1, 2017 on the attached Appendix "A". 		
Actions	<ol style="list-style-type: none"> Authority is granted to enter into, and complete the Agreement for the City to acquire a portion of 3-5 Southvale Drive from Shane B Inc., and in exchange, for Shane B Inc. to acquire a portion of 1073 Millwood Road on the terms and conditions set out below, and on other such terms and conditions as may be satisfactory to the Chief Corporate Officer, and in a form acceptable to the City Solicitor. The City Solicitor is 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. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>The City Lands and the Owners Lands have been appraised at approximately equivalent values, with the Owner's Lands having a higher estimated value, and so they will be exchanged for nominal consideration. The City shall be responsible for any Land Transfer Tax payable on the transfer of the Owner's Land to the City, the registration costs for the transfer of the Owner's Lands to the City, and the usual adjustments. Funding for these expenses is available in the 2017-2026 City Council approved Capital Budget and Plan for Parks, Forestry & Recreation under account CPR115-46-01.</p> <p>The Following costs will be incurred by the City in connection with the Agreement:</p> <ol style="list-style-type: none"> Land Transfer Tax (Provincial) – \$2,834.00 Registration Costs – \$75.27 <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>In accordance with the City's Real Estate Disposal By-law, No. 814-2007, the City Lands were declared surplus on March 15, 2017 (DAF No. 2017-014) with the intended manner of disposal to be by inviting an offer to purchase from the adjacent owner at 3-5 Southvale Drive. 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 City Lands were not acquired through expropriation proceedings. This exchange of land would square off the Owner's development parcel providing a more normalized, usable development parcel. It would also provide an enhanced corridor from Southvale Drive to the main building entrance of the Leaside Memorial Gardens recreation complex, as well as an enhanced pedestrian environment to this City-owned facility. As the City Lands are in Parks & Open Space Areas, the necessary confirmation has been obtained that the Owner's Lands being received in exchange are of greater area and comparable or superior green space utility.</p> <p>Staff consider the proposed transaction to be in the City's interests and recommend that it be approved.</p>		
Terms	See Page 4		

Property Details	Ward:	26 - Don Valley West	26 - Don Valley West
	Assessment Roll No.:	Portion of 1073 Millwood Rd (City)	Portion of 3-5 Southvale Dr (Owner)
	Address:	Part of 1906-04-2-020-06101	Part of 1906-04-2-020-0590
	Drawing No. 2836-4R-NAD83.DWG, dated February 1, 2017	Parts 4, 5 and 6	Part 3
	Approximate Area:	132.7 m ² ± (1,428.4 ft ² ±)	141.8 m ² ± (1,526.4 ft ² ±)
	Other Information	Parks & Open Space Areas	Vacant Land

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

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 type="checkbox"/> 2. Expropriation Applications and Notices following Council approval of expropriation.
<input checked="" type="checkbox"/> 3. Documents required to implement the delegated approval exercised by him or her.	
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.	

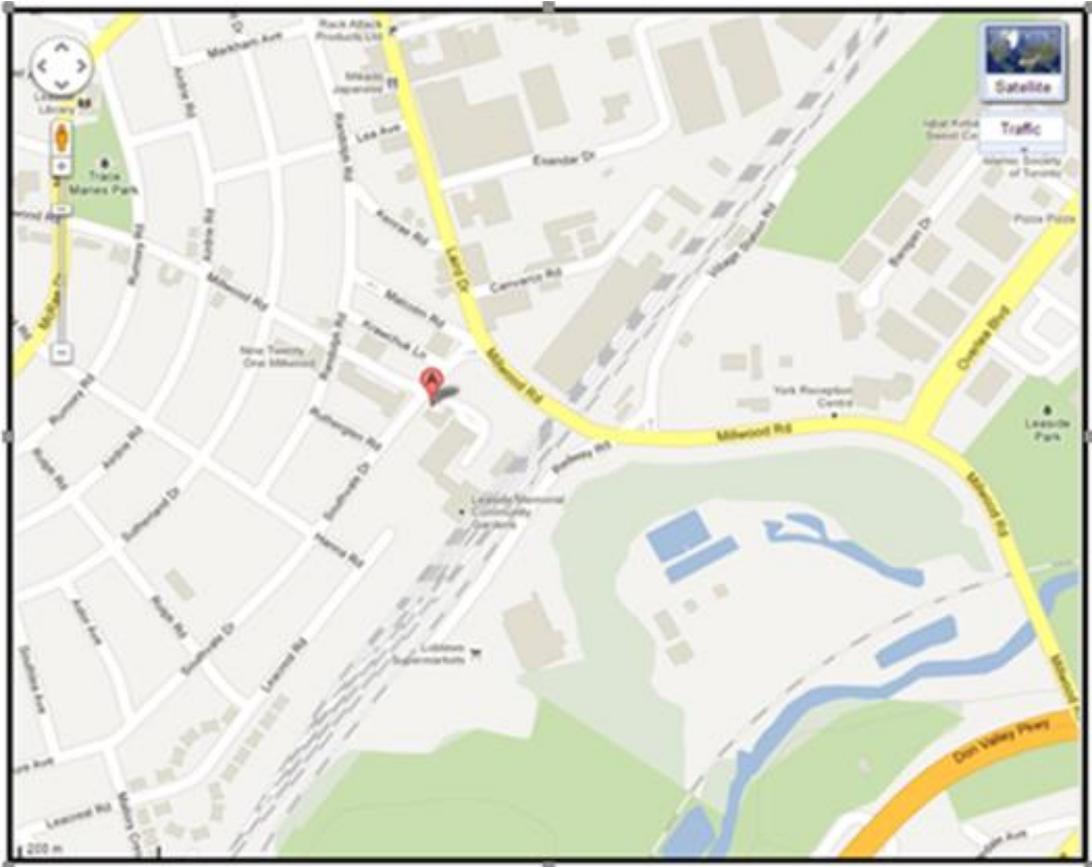
Consultation with Councillor(s)																	
Councillor:	Jon Burnside					Councillor:											
Contact Name:	Angela Glor					Contact Name:											
Contacted by:	X	Phone	X	E-Mail		Memo		Other	Contacted by:		Phone		E-mail		Memo		Other
Comments:	No objections – June 26, 2017					Comments:											
Consultation with ABCDs																	
Division:	Parks Forestry & Recreation					Division:	Financial Planning										
Contact Name:	Mark Filice					Contact Name:	Ron Budhu for F Jenkins/Marianne Sirro										
Comments:	Provided Comments – June 22, 2017					Comments:	Concurs with Financial Impact Statement – June 26, 2017										
Legal Division Contact																	
Contact Name:	Nicole See-Too – June 20, 2017																
DAF Tracking No.: 2017- 175					Date		Signature										
Recommended by: Manager, Nick Simos					June 28, 2017		Signed by Nick Simos										
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services				June 28, 2017		Signed by Joe Casali										
<input checked="" type="checkbox"/>	Approved by: Joe Casali																
<input checked="" type="checkbox"/>	Approved by: Chief Corporate Officer				June 29, 2017		Signed by Josie Scioli										
	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-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.

<p>Terms</p>	<p><u>Major Terms and Conditions</u></p> <p>Transfer: The transfer of the City Lands is subject to the reservation on closing of a permanent easement in favour of the City over Part 4 on the Draft Plan, for the construction, use, and maintenance of the existing City sewer and water main thereon.</p> <p>Environmental Release: The Owner agrees to release the City from all claims in regard to any Hazardous Substance relating to the City Lands, shall not attempt to compel the City to remove or remediate any Hazardous Substance on the City Lands, and shall not seek damages in connection with any Hazardous Substance.</p> <p>Pre-Closing Conditions: The Owner shall have the Order of the Ontario Superior Court of Justice dated July 26, 2016 and signed by Justice Lederer amended or vacated such that the Owner's interest in the prescriptive easement over Parts 6, 7, and 8 on the Draft Plan is fully and finally released.</p> <p>The Owner shall have the necessary environmental site assessments conducted on the Owner's Lands; shall complete any necessary site remediation such that the Owner's Lands meet the Applicable MOECC standards; shall pay all costs of the City retaining a third-party peer reviewer; shall provide a Reliance Letter regarding the environmental documentation submitted; and shall file a Record of Site Condition for the Owner's Lands.</p> <p>Title Opinion: The Owner shall on closing provide a title opinion regarding the Owner's Lands.</p> <p>Due Diligence Period: 45 days after the execution of the agreement by the City</p> <p>Closing Date: 45th day following the date the Pre-Closing Conditions are all satisfied or waived</p> <p>Land Transfer Tax: The Owner shall pay any Land Transfer Tax payable on the transfer of the City Lands to the Owner. The City shall pay any Land Transfer Tax payable on the transfer of the Owner's Lands to the City.</p>
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Appendix "A"



Drawing No. 2836-4R-NAD83.DWG (Draft Plan - February 1, 2017)

