

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

CONFIDENTIAL ATTACHMENT

TRACKING NO.: 2017-250

- 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:	Loretta Ramadhin	Division:	Real Estate Services
--------------	------------------	-----------	----------------------

Date Prepared:	September 20, 2017	Phone No.:	416-392-7169
----------------	--------------------	------------	--------------

Purpose To authorize the execution of a temporary easement agreement (the "Agreement") with Shell Canada Products ("Shell") over part of the property municipally known as 3975 Keele Street, required for the construction of the Toronto York Spadina Subway Extension and works ancillary thereto (the "Project").

Property Part of the property municipally known as 3975 Keele Street, Toronto, legally described as Part of PIN 10179-0444, being part of Lot 22, Concession 3, West of Yonge Street, City of Toronto, (the "Property") and as shown as Parts 1 and 2 on the Draft Reference Plan in Appendix "B". A Location Map is shown in Appendix "C".

- Actions**
1. Authority be granted to execute the Agreement with Shell, substantially on the terms and conditions outlined below and in the Confidential Attachment, including the payment of legal, appraisal and other costs in accordance with the *Expropriations Act*, if any.
 2. The Confidential Attachment should remain confidential until there has been a final determination of all property transactions and claims for compensation related to the Project.
 3. The Chief Corporate Officer or designate shall administer and manage the Agreement including the provision of any amendments, consents, approvals, waivers, notices, and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction.
 4. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses and applicable HST, if any.
 5. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact Funding for the Agreement, as set out in the Confidential Attachment, is available in the 2017 Council Approved Capital Budget and 2018-2026 Capital Plan for the Toronto Transit Commission (TTC), within the Toronto-York Spadina Subway Extension Capital Project.

The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments A portion of the property municipally known as 3975 Keele Street is jointly owned by Shell, Imperial Oil and Suncor Energy. Another portion of the Property is owned solely by Shell. A portion of the Property that is owned solely by Shell was expropriated in fee simple by registration of Expropriation Plan AT2289543 on January 27, 2010.

On July 7, 2010, DAF Tracking No. 2010-169 authorized the execution of a Section 30 Agreement with Shell for the fee simple interest of a portion of the Property that is jointly owned. On June 20, 2011, DAF Tracking No. 2011-203 authorized the execution of a Section 30 Agreement with Imperial Oil and Suncor Energy to complete the fee simple acquisition of the required lands from the portion that is jointly owned. A temporary construction easement of 3,478 m² was required for the construction of the Project over a portion of the lands that are owned solely by Shell, shown as Parts 1 and 2 on the Draft Reference Plan in Appendix "B". TTC and/or its contractors are already in occupation of the temporary easement lands, with Shell's permission. The Agreement is required in order to document the City/TTC's use of a portion of Shell's property necessary to complete the construction of the Project.

Terms Refer to Appendix "A" and Confidential Attachment

Property Details	Ward:	8 – York West
	Assessment Roll No.:	1908033350003000000
	Approximate Size:	
	Approximate Area:	3,478 m ² ± (37,436.88 ft ² ±)
	Other Information:	

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 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:	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 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 checked="" 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:		Councillor Anthony Perruzza				Councillor:				
Contact Name:		Tom Rakocevic				Contact Name:				
Contacted by:		Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:		September 11, 2017				Comments:				
Consultation with ABCDs										
Division:		TTC				Division:		Financial Planning		
Contact Name:		Joanna Kervin				Contact Name:		Karyn Spiegelman/Warren Daniel		
Comments:		conkurs				Comments:		conkurs		
Legal Division Contact										
Contact Name:		Constance Lanteigne								
DAF Tracking No.: 2017- 250					Date		Signature			
Recommended by:		Manager – Tim Park			September 21 st , 2017		Signed By: Tim Park			
<input checked="" type="checkbox"/>	Recommended by:	Director of Real Estate Services Joe Casali			October 5 th , 2017		Signed By: Joe Casali			
<input checked="" type="checkbox"/>	Approved by:									
<input type="checkbox"/>	Approved by:	Chief Corporate Officer Josie Scioli					X			

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.

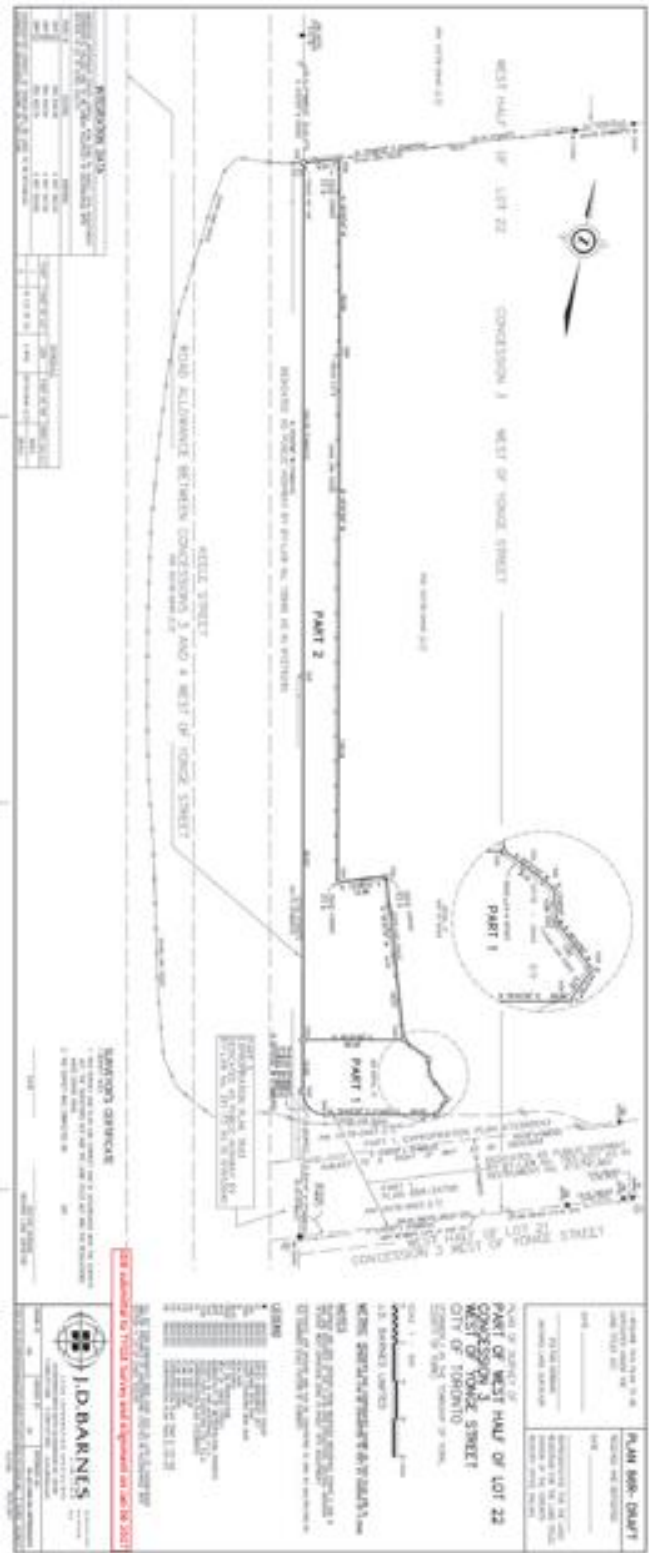
Appendix "A"

Terms and Conditions

- Owner:** Shell Canada Products
- Property:** Part of the property municipally known as 3975 Keele Street, Toronto, legally described as Part of PIN 10179-0444 , being part of Lot 22, Concession 3, West of Yonge Street, City of Toronto and as shown as Parts 1 and 2 on the Draft Reference Plan in Appendix "A".
- Compensation:** As set out in Confidential Attachment
- Term:** Commencing on execution of the Agreement by both parties and shall continue until October 31, 2017, unless the City provides written notice to the Owner prior to that date
- Use:** For the purpose of constructing the Toronto York Spadina Subway Extension, including but not limited to construction staging, laydown and storage and all work ancillary thereto.
- Indemnity:** The City shall indemnify the Owner against all actions and claims brought against the Owner, and all losses sustained by the Owner, by reason of the grant of the easement.
- Other Key Terms:** Upon completion of the Work, the City shall restore any lands disturbed to their condition immediately preceding the entry by the City, to the extent reasonably possible. Without limiting the generality of the foregoing, the City shall repair the electrical line to the Owner's signage, repair the discharge line from the existing oil/water separator, remove concrete jersey barriers, remove concrete generator pad, restore the landscaping and replace the dead or damaged tress with caliper stock (50mm minimum) in accordance with the landscape plan attached to the Agreement.
- The Owner covenants and agrees that during the Term, no buildings, structures, pavement, trees, other landscaping, improvements or works of any kind shall be erected, placed or permitted in, on, under, over or through the Temporary Easement Lands by the Owner or anyone entitled thereunder without the prior written approval of the City.
- The Owner releases and forever discharges the City from all manner of actions or causes of action by reason of the City's acquisition of the Temporary Easement.

Appendix "B"

Draft Reference Plan



Appendix "C"

Location Map

