

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

TRACKING NO.: 2017-133

- 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:	Irina Fofanova	Division:	Real Estate Services
Date Prepared:	May 10, 2017	Phone No.:	416-397-0806

Purpose	To initiate the process to permanently close and to authorize the General Manager, Transportation Services to give notice to the public of a proposed by-law to permanently close the surplus below-grade portions of the public lane and City lands located west of Yonge Street extending southerly from Yorkville Avenue at the rear of 842/842A and 848 Yonge Street and to authorize the sale of the subject lands to the abutting property owner, conditional upon City Council authorizing the permanent closure of the public lane.		
Property	Two below-grade portions of the public lane and City lands west of Yonge Street extending southerly from Yorkville Avenue; being PT LT 5 PL 355 Yorkville, part of Part 1, 63R4230 and PT LT 21, CON 2 FTB TWP of York, part of Parts 1 and 2 on Plan 63R 3265, City of Toronto and shown as Parts 1 and 2 on Sketch PS-2015-070, attached as Schedule "B" (the "Property"). All of the Property (except a very small portion of the Property being Part 1 on 63R-3265 which was never dedicated as public lane) has been dedicated for public lane purposes (the "Public Lane").		
Actions	<ol style="list-style-type: none"> 1. The General Manager, Transportation Services be authorized to give notice to the public of a proposed by-law to permanently close the Public Lane in accordance with the requirements of the City of Toronto Municipal Code, Chapter 162, with the Toronto and East York Community Council to hear any member of the public who wishes to speak to the matter during consideration of the proposed by-law. 2. The General Manager, Transportation Services be authorized to advise the public of the proposed closure of the Public Lane prior to implementation, in accordance with the requirements of the Municipal Class Environmental Assessment for Schedule "A+" activities, by posting notice of the proposed closure on the notices page of the City's Website for at least five working days prior to the Toronto and East York Community Council meeting at which the proposed by-law to close the Public Lane will be considered. 3. The City accept the Offer to Purchase from the abutting property owner, 1 Yorkville Inc., as nominee for and on behalf of Yonge -Yorkville Limited Partnership as beneficial owner, to purchase the Property for the sum of \$197,000.00, 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. 4. A portion of the proceeds of closing be directed to fund the outstanding expenses related to the completion of the sale transaction. 5. 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 the City Solicitor considers reasonable. 6. 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 \$197,000.00 (plus HST if applicable), less closing costs and usual adjustments, will be contributed to the Land Acquisition Reserve Fund (XR1012). The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.		
Comments	See Page 4		
Terms	See Page 4		

Property Details	Ward:	27 – Toronto Centre - Rosedale
	Assessment Roll No.:	N/A
	Approximate Size:	1.2 m x 4 m ± (4 ft x 13 ft ±) & 1.2 m x 6 m ± (4 ft x 19.6 ft ±)
	Approximate Area:	4.8 m ² ± (52 ft ²)± & 7.2 m ² ± (78.4 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 checked="" 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 checked="" 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 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:

- 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 or her.

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:	Kristyn Wong-Tam					Councillor:								
Contact Name:	Melissa Wong May 8, 2017					Contact Name:								
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objections					Comments:								
Consultation with ABCDs														
Division:	Transportation Services					Division:	Financial Planning							
Contact Name:	Laurie Robertson – May 10, 2017					Contact Name:	Filisha Jenkins – May 10, 2017							
Comments:						Comments:								
Legal Division Contact														
Contact Name:	Kathleen Ann Kennedy – May 10, 2017													
DAF Tracking No.: 2017-133					Date			Signature						
Recommended by: Manager					May 11, 2017			Melanie Hale-Carter for Nick Simos						
<input type="checkbox"/>	Recommended by:		Director of Real Estate Services Joe Casali		May 11, 2017			Tim Park for Joe Casali						
<input checked="" type="checkbox"/>	Approved by:													
<input type="checkbox"/>	Approved by:		Chief Corporate Officer Josie Scioli		May 15, 2017			Josie Scioli						

General Conditions (“GC”)

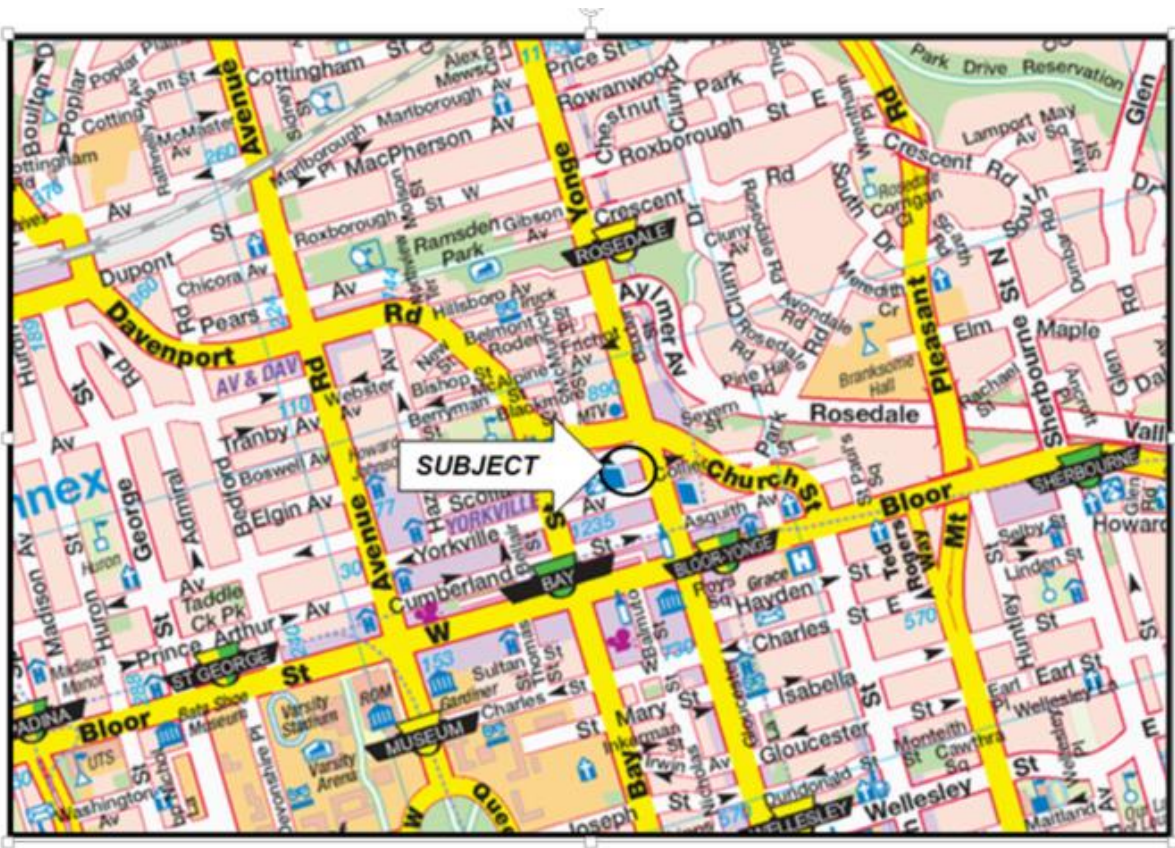
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land 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>Comments</p>	<p>In accordance with the City's Real Estate Disposal By-law, No. 814-2007, the Property was declared surplus on March 9, 2016 (DAF No. 2016-039) with the intended manner of disposal to be by inviting an offer to purchase the Property from the abutting property owner at 1 Yorkville Avenue.</p> <p>Transportation Services has reviewed the feasibility of permanently closing the Public Lane and advises that it has no objection to the proposed closing subject to City Council approving the permanent closure of the Public Lane.</p> <p>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.</p> <p>The Offer to Purchase submitted by 1 Yorkville Inc., as nominee for and on behalf of Young-York Limited Partnership, in the amount of \$197,000.00 is considered fair, reasonable and reflective of market value. It is recommended for acceptance substantially on the terms and conditions outlined below.</p>
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<p>Terms</p>	<p>Irrevocable Date:</p> <p>Purchase Price: \$197,000.00</p> <p>Deposit: \$19,700.00 (Certified Cheque)</p> <p>Balance: Cash or certified cheque on closing</p> <p>Closing Date: 45 days following enactment of the Closing By-law and satisfaction of the Site Plan Condition</p> <p>Sale Conditions:</p> <p>The transaction is conditional upon satisfaction of a site plan approval condition in respect of the Purchaser's abutting lands (the "Site Plan Condition") and the passing of the By-law to close the Public Lane. If the Closing By-law is not enacted within 2 years of the City's acceptance of the Offer, the Agreement shall be at an end.</p> <p>The City will reserve a temporary easement for structural support of the Property until the Site Plan Agreement is registered and a new structural support easement is registered on title in accordance with Site Plan Approval, and provided the Purchaser is not in default of the reserved easement, at which time it will be discharged from title.</p> <p>The Purchaser shall accept the Property in "as is" condition and on closing shall execute and deliver a release in favour of the City, in a form satisfactory to the City Solicitor, in respect of all loss, costs, damages, liability or actions relating to the environmental condition of the Property.</p> <p>The Purchaser shall also indemnify the City in respect of all claims, including any claims for injurious affection, demands, loss, costs, damages and/or expenses the City may sustain resulting or arising from the City's efforts to permanently close the Public Lane and from the completion of such closure.</p>
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Appendix "A"
LOCATION MAP & AERIAL PICTURE



Appendix "B"
SKETCH OF THE PROPERTY

