

**DELEGATED APPROVAL FORM**  
**DIRECTOR, REAL ESTATE SERVICES**  
**MANAGER, REAL ESTATE SERVICES**

**TRACKING NO.: 2018-356**

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Patricia Palmieri	Division:	Real Estate Services
Date Prepared:	October 26, 2018	Phone No.:	416-392-4829

<b>Purpose</b>	To obtain authority to enter into a permanent easement agreement for the Toronto Transit Commission ("TTC") to construct and use a second exit facility on the Second Exit Facility Easement Lands (the "Second Exit Facility Easement"), and to enter into a permanent walkway easement agreement on the Walkway Easement Lands to provide access to and from the TTC Dundas West Subway Station facilities from and to the public highway known as Dundas Street West (the "Walkway Easement") (collectively the "Easements") with Dun West Properties Ltd., (the "Developer") and Metrolinx over a portion of the property located at 2376 Dundas Street West (the "Property").
<b>Property</b>	See Appendix "A"
<b>Actions</b>	<p>It is recommended that:</p> <ol style="list-style-type: none"> <li>The City to enter into the Easements and any ancillary agreements with the Developer, substantially on the terms and conditions outlined in Appendix "B" and on such other or amended terms and conditions as may be acceptable to the Deputy City Manager – Internal Corporate Services and in a form satisfactory to the City Solicitor.</li> <li>The Deputy City Manager – Internal Corporate Services, or her successor or designate, shall administer and manage the Easements, including the provision of any ancillary agreements, amendments, consents, certificates, approvals, waivers, notices, and notices of termination, provided that the Deputy City manager – Internal Corporate Services may, at any time, refer consideration of such matters to City Council for its determination and direction.</li> <li>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 she considers reasonable.</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>There is no financial impact from the rights granted under the Easements. The consideration for such rights is for nominal consideration.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	The Developer is the registered owner of the Property and the Easement Lands municipally known as 2376 Dundas Street West, in the City of Toronto. The Developer proposes to construct a development on the Property and Easement Lands and has entered into a s.37 Agreement dated October 16, 2018 with the City. Pursuant to the s.37 Agreement, the Developer has agreed to grant to the City the Easements for the purposes of the construction and subsequent use of the TTC's second exit facility and a walkway access to and from the station and the subway facilities from and to the public highway known as Dundas Street West. The City/TTC is currently determining whether a second exit facility is required on the Property and may elect not to build the second exit and in such circumstance the City will release its Second Exit Facility Easement on the Property which would permit Metrolinx to use the majority of the Second Exit Facility Easement Lands as a passenger pick-up and drop off area.
<b>Terms</b>	See Appendix "B"

<b>Property Details</b>	<b>Ward:</b>	Ward 14 – Parkdale-High Park
	<b>Approximate Area:</b>	Irregular

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
3. Issuance of RFPs/REOs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions and Agencies:	<b>Delegated to a more senior position.</b>	<b>Delegated to a more senior position.</b>
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<b>Delegated to a more senior position.</b>	<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 \$50,000.	<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"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input checked="" type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<b>Delegated to a more senior position.</b>	<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/Caution
		<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. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:**

- Documents required to implement matters for which he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations is only Manager with such signing authority).

**Director, Real Estate Services also has signing authority on behalf of the City for:**

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)										
Councillor:	Councillor Gord Perks					Councillor:				
Contact Name:	Karen Duffy					Contact Name:				
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Concurs					Comments:				
Consultation with Divisions and/or Agencies										
Division:	TTC					Division:	Financial Planning			
Contact Name:	Pamela Kraft					Contact Name:	Patricia Libardo			
Comments:	Concurs					Comments:	Concurs			
Legal Division Contact										
Contact Name:	Dale Mellor									

DAF Tracking No.: 2018-356	Date	Signature
Concurred with by: Manager, Real Estate Services Nick Simos	Oct. 29, 2018	Signed by Nick Simos
<input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Daran Somas	Oct. 29, 2018	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Tim Park		

#### 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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (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 50M<sup>2</sup> 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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

## Appendix "A"

### Property Legal Description

Part Lot 34 Concession 2 from The Bay Township of York Designated as Parts 1 and 2 Plan 66R-25578; City of Toronto; Subject to an easement over Part 2 Plan 66R-25578 in favour of the City of Toronto as in WH133227; Together with an easement over Part 3 Plan 66R-25578 as in WH133227, being all of PIN 21328-0518 (LT), known as (the "**Property**");

Part Lot 34 Concession 2 from The Bay Township of York designated as Parts 6, 7, 8, 9, 10, 19, 20, 25, 26, 31 and 32 on Plan 66R-30390; City of Toronto; being part of PIN 21328-0518 (LT), known as (the "**Second Exit Facility Easement Lands**");

Part Lot 34 Concession 2 from The Bay Township of York designated as Parts 2, 3, 4, 5, 15, 16, 17, 18, 21, 22, 23, 24, 27, 28, 29 and 30 on Plan 66R-30390; City of Toronto; being part of PIN 21328-0518 (LT), known as (the "**Walkway Easement Lands**"); and

The Second Exit Facility Easement Lands and the Walkway Easement Lands shall collectively be referred to as the "**Easement Lands**".

**Appendix "B" - TERMS & CONDITIONS**

**Permanent Easement Agreement**

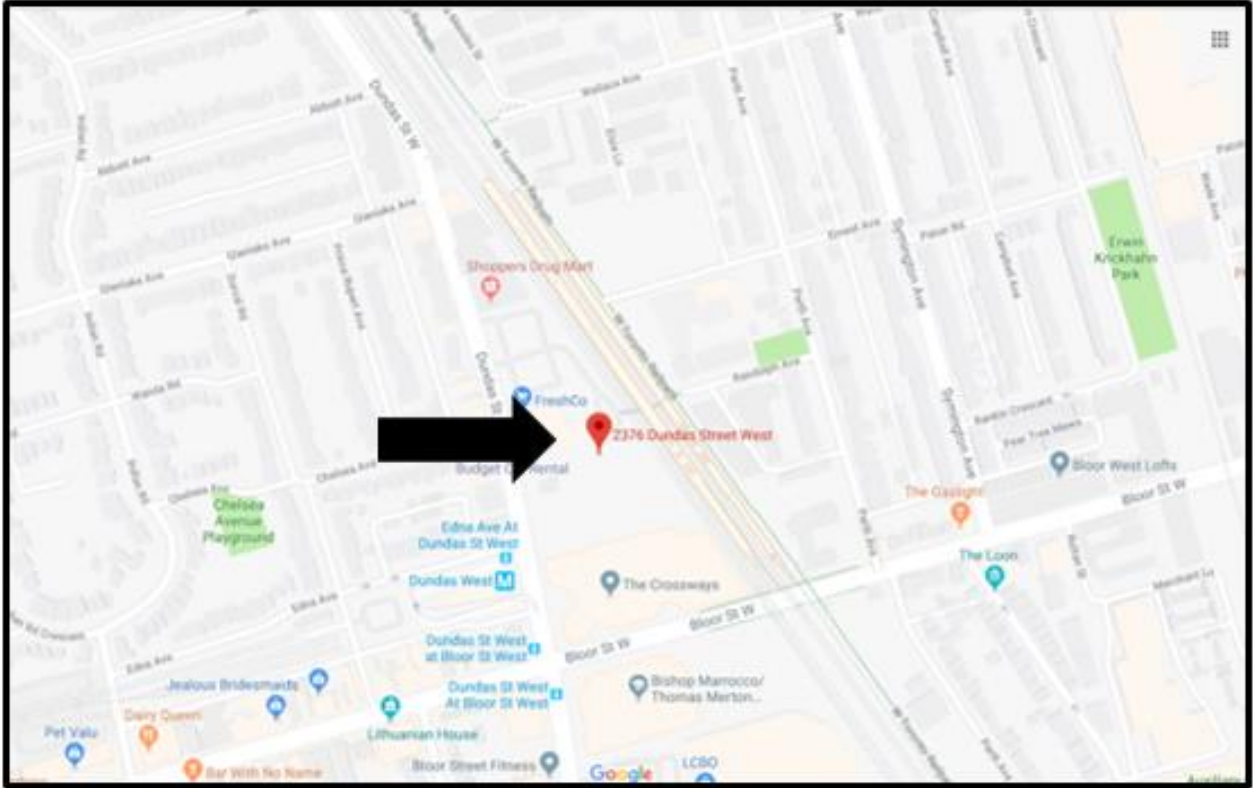
Consideration:	Nominal
<b>Terms and Conditions:</b>	<p>The City/TTC and Metrolinx will take an easement over part of the Property for a TTC Second Exit Facility and a Passenger Pick Up and Drop Off, and the City are required to make an election as to whether a second exit is required.</p> <p>The City/TTC shall be responsible the design, construction, operation, maintenance, repair or replacement of the Second Exit Facility.</p> <p>The City/TTC shall not exert a live load surface pressure in excess of 27 kPa.</p> <p>The City/TTC shall maintain, repair and replace at its own expense all catch basin and storm drainage elements located on the surface of the Second Exit Facility Easement Lands. The Developer shall maintain the same on the remainder of the Property and the City/TTC and Metrolinx shall reimburse the Developer for the cost of construction and maintenance of the same in so far as it affects the Second Exit Easement Lands. If the City elect not to have a second exit then it shall be relieved of this liability.</p> <p>The City/TTC shall maintain Commercial General Liability insurance of not less than Five Million Dollars (\$5,000,000.00) per occurrence.</p> <p>The Second Exit Facility Easement contains provision to stratify the City's interest not later than three years following the Exterior Completion Date, and to set down a replacement easement following the City's election whenever that occurs.</p> <p>The City/TTC will incur no cost liabilities until such time as the City elects to build the Second Exit Facility, provided nothing is requested of the Developer in the interim period.</p>

**Permanent Walkway Easement Agreement**

Consideration:	Nominal
<b>Terms and Conditions:</b>	<p>The City/TTC and Metrolinx will take an easement over part of the Property for a passenger walkway. The City/TTC use shall be restricted to emergencies.</p> <p>The Developer will construct the walkway on behalf of the City/TTC and Metrolinx. Metrolinx shall be responsible for the operation, maintenance, repair or replacement of the walkway, and the costs thereof including the Storm Water Management System on the Walkway Easement Lands and the contribution to the Developer for maintaining the same on the remainder of the Property in so far as it affects the Walkway Easement Lands.</p> <p>If the City elect to build the Second Exit Facility on the Second Exit Facility Easement Lands then the emergency use restriction would no longer apply and the City/TTC would make a 50% contribution to the construction, maintenance, repair and replacement of the walkway. Metrolinx would continue to be responsible for the maintenance, repair and replacement of the same.</p> <p>If Metrolinx abandons or releases their easement rights on the Walkway Easement Lands, then the emergency use restriction would no longer apply and the City would be responsible for 100% of the cost of maintenance, replacement and repair of the walkway and the Storm Water Management System elements hereinbefore referred, and for undertaking the same.</p> <p>The City/TTC shall not exert a live load surface pressure in excess of 27 kPa.</p> <p>The City/TTC shall maintain Commercial General Liability insurance of not less than Five Million Dollars (\$5,000,000.00) per occurrence.</p> <p>Following completion of the underground elements of the development, the Walkway Easement contains provision to stratify the City's interest and set down a replacement easement if required that complies with the 'as-built' walkway.</p>

# Appendix "C"

## Location Map



### Draft Reference Plan

