

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

TRACKING NO.: 2018-395

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Patricia Palmieri	Division:	Real Estate Services
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Date Prepared:	December 18, 2018	Phone No.:	416-392-4829
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Purpose
 To obtain authority for the City of Toronto (the "City") to enter into a Section 30 Agreement (the "Agreement") with Metro Ontario Real Estate Limited ("Metro") at 444 Yonge Street. The Agreement will facilitate the surrender of Metro's leasehold interest over Part 2 on the draft reference plan attached as Appendix "C" (the "Required Lands") that are required for a public footpath by way of a permanent easement from Toronto College Park Ltd (the "Owner"), together with a requirement on Metro to relocate a wall on the Required Lands to facilitate the construction,, installation, erection, operation, use, maintenance, inspection, alteration, removal, replacement, reconstruction, repair, enlargement or expansion of below grade subsurface transit for the College Park Subway Station (the "Wall Relocation Works").

Property
 See Appendix "A"

Actions
 It is recommended that:

1. Authority be granted for the City to enter into the Agreement with the Metro, 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 Director of Real Estate and in a form satisfactory to the City Solicitor.
2. 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.
3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact
 The cost to the City to enter into the Agreement is \$1.00 (plus HST). The City will be required to pay to Metro the costs associated with the Wall Relocation Works, estimated to be \$50,000.00 (plus HST). Funding is available in the 2018-2027 Council Approved Capital Budget and Plan for the TTC under Easier Access Phase III Project.

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

Comments
 On March 26 & 27, 2018 City Council adopted GM25.5 authorizing the acquisition and or expropriation of the Required Lands, for the Easier Access Phase III Project. The Toronto Transit Commission ("TTC") is proposing to construct two elevators at the College Subway Station providing accessibility to and from each of the eastbound and westbound platforms that lead into the College Park concourse up to street level.

In order to avoid the necessity of formal expropriation proceedings, the City, Owner and Metro agree to the surrender of the Required Lands between the Owner and Metro in accordance with section 30 of the Expropriations Act, subject to the terms and conditions set out in Appendix "B".

Terms
 See Appendix "B"

Property Details	Ward:	Ward 11 – University-Rosedale
	Assessment Roll No.:	n/a
	Approximate Area:	Irregular

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: N/A</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><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.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input checked="" type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><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.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:
<ul style="list-style-type: none"> • 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:
<ul style="list-style-type: none"> • 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 Mike Layton					Councillor:									
Contact Name:	Michal Hay					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- 395	Date	Signature
Recommended by:		
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Daran Somas	Dec. 20, 2018	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Tim Park	Dec. 20, 2018	Signed by 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 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 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.

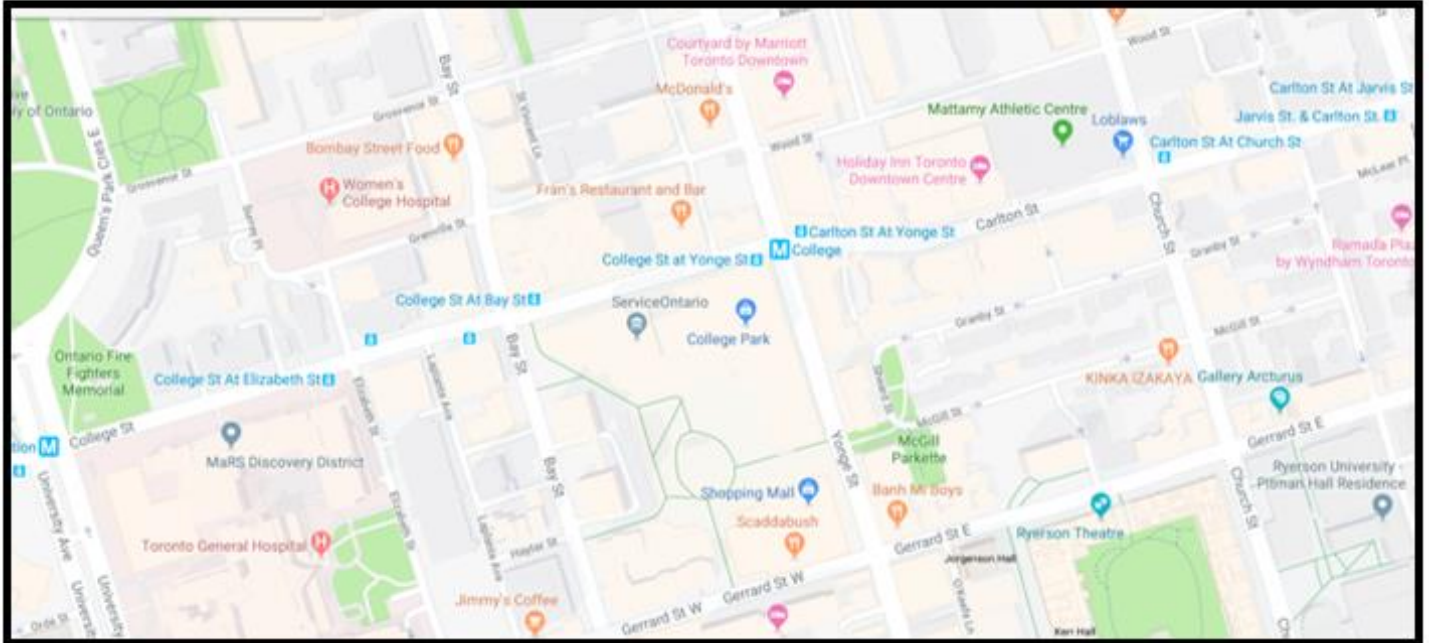
Appendix "A"

Property Address Legal Description:	<p><u>Owner Lands:</u></p> <p>1STLY - LTS 5-12, 32-41, & PT LTS A, 1-4, 13-20, 22-31, 42, 50-53, LANE W OF LT 12, PT PK LTS 9 & 10 SHOWN AS WYKEHAM LODGE, PT BUCHANAN ST, LANE E OF LT 25, LANE E OF LT 32, LANE W OF LTS 50-53 (CLOSED BY BY-LAW 7745 REG'D AS 43196-S, SEE A482034), LANE E OF LT 4 (CLOSED BY BY-LAW 12213 AS IN 18832DEP REG'D AS A482035) - ALL PL D42 (AN APPENDIX TO PL D27); LTS 17-24 & PT LTS 16, 25, 28, LANE E OF LT 25 (CLOSED BY BY-LAW 12213) - ALL PL 145; PT LTS 6 AND 7, PLAN 205E; PT LOTS A, B, C, D, E ON PLAN 237E; LOTS 1 TO 14, 1 FOOT RESERVE, LANE (CLOSED BY BY-LAW NO. 7745) - ALL PL 350 BEING PTS 2, 4 TO 14, 23 & 2466R7975 EXCEPT: PTS 3, 4, 5, 66R10420; METROPOLITAN CONDOMINIUM PLANS 901 & 907; PT BLK 1 PL 66M1938 PT 1 66R12439 & PT 16 66R14037; PTS 3-6, 9 66R12439 & PTS 1, 4 66R14037 BELOW ELEVATION 96.2 METRES & PTS 3, 4 66R14037 ABOVE ELEVATION 108.55 METRES EXCEPT (A) PTS 10, 11, 14 66R14037 & (B) PTS 8 & 9 66R14037 BELOW ELEVATION 96.2 METRES, S/E PTS 1-14 66R20616 AND PARTS 1-8 PLAN 66R23286; EXCEPT PARTS 11, 13, 17, 18, 20, 25 AND 27, PLAN 66R15770; S/T & T/W EASE E120993; 2NDLY:PT B LK 1 PL 66M1938 - PTS 17, 18, 19,66R14037; S/T & T/W EASE E120993,S/E PARTS 22 AND 23, 66R14037; T/W AN EASEMENT OVER PARTS 29, 50, 51 AND 52, PLAN 66R22798, AS IN AT1449806; T/W AN EASEMENT OVER PART 28, PLAN 66R22798, AS IN AT1449810; T/W AN EASEMENT OVER PART 27, PLAN 66R22798, AS IN AT1449810; T/W AN EASEMENT OVER PART 5, PLAN 66R22812,AS IN AT1449811; T/W AN EASEMENT OVER PARTS 2 AND 4, PLAN 66R22812, ASIN AT1449811; T/W AN EASEMENT OVER PART 9, PLAN 66R22812, AS IN AT1449810; T/W AN EASEMENT OVER REGISTRY DIVISION LANDS BEING PART OF HAYTER STREET (CLOSED BY BY-LAW 822-78), PLAN D42, DESIGNATED AS PART 8, PLAN 66R22812 AND PART OF LOTS 18 AND 19, PART OF HAYTER STREET (CLOSED BY BY-LAW 822-78), PLAN D42, DESIGNATED AS PART 26, PLAN 66R22798, AS IN CA810651; T/W AN EASEMENT OVER REGISTRY DIVISION LANDS BEING PART OF LOTS 23 AND 24, PLAN D42 AND PART OF HAYTER STREET (CLOSED BY BY-LAW 822-78), PLAN D42, DESIGNATED AS PART 3, PLAN 66R22812, AS IN CA810652; S/T AN EASEMENT OVER PART 11, PLAN 66R22812 IN FAVOUR OF PARTS 1, 10, 12, 14, 15, 16, 17, 19, 20, 23, 24, 25, 26,29, 30, 31, 34, 35, 36, 39, 40, 41 & 42, PLN 66R23379 IN AT1627817 S/T EASE OVER PART 11, PLAN 66R22812 IN FAVOUR OF PARTS 2, 3, 5, 7, 8, 9, 11, 13, 18, 21, 27, 28, 32, 33 AND 38, PLAN 66R23379, AS IN AT1627818; T/W AN EASEMENT OVER PARTS 2 AND 13, PLAN 66R23379, AS IN AT1627818; SUBJECT TO AN EASEMENT OVER PARTS 1 AND 3 ON PLAN 66R-26638 AS IN AT3284620; SUBJECT TO AN EASEMENT OVER PARTS 1 AND 3 ON PLAN 66R-26638 AS IN AT3284621; SUBJECT TO AN EASEMENT OVER PARTS 1, 10, 17, 18 AND 20 ON PLAN 66R-26637 AS IN AT3284622; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 24 AND 25 ON PLAN 145 AND PART OF LOTS 5 AND 6 ON PLAN D42, DESIGNATED AS PARTS 41, 65 AND 206 ON PLAN 66R26622 AS IN AT3284612; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 24 AND 25 ON PLAN 145 AND PART OF LOTS 5 AND 6 ON PLAN D42, DESIGNATED AS PARTS 41, 65 AND 206 ON PLAN 66R26622 AS IN AT3284613; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS OF TORONTO STANDARD CONDOMINIUM PLAN NO. 2329 AS IN AT3425791; CITY OF TORONTO BEING ALL OF PIN; 21103-0115 (LT) IN THE LAND REGISTRY OFFICE OF TORONTO (NO.66) IN LAND TITLES DIVISION (the "Property").</p>
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Appendix "B"

<p>Terms & Conditions</p>	<ul style="list-style-type: none"> • Metro is to consent to the acquisition by the City of the Required Lands from Toronto College Park Ltd.(the "TCP) • Metro shall on or before March 29, 2019 (the "Closing Date") or such earlier or later date as the parties through their solicitors mutually agree upon accept the surrender of its leasehold rights and interest in the Required Lands to TCP • Prior to the Closing Date, the wall located between Parts 1 and 4, and Part 2 on the draft reference plan shall be relocated by Metro and positioned between Part 2 and Part 3 on the draft reference plan (the "Wall Relocation Work"). Metro acknowledges that they have agreed to undertake this work on behalf of the City in order to minimize disruption and business loss that will arise in accordance with the Wall Relocation Work. • Metro will hire a project engineer to prepare such documentation, design plans, drawings, specifications and technical documents as may be initially and further required for the Wall Relocation Work and the City shall have ten (10) business days in which to review the same once prepared and received from Metro. The City shall either i) approve such documentation, design plans, drawings, specifications and technical documents, or ii) request that the same be reasonably modified to meet the needs of the City. If the City requests modification, Metro shall make such reasonable modifications to the documentation, design plans, drawings, specifications and technical documents and provide such plans to the City for a further review which shall again be completed within ten (10) business days. If, following the further review, the City do not provide approval, the City may refuse the reimbursement contemplated in this agreement and Metro may proceed with works to their store in the Property without approval, so long as the works do not impact the land forming part of the Permanent Easement or Temporary Easement. The parties will then reserve their respective positions on the reasonableness of the works and its costs to be resolved in accordance with section 30 of the <i>Expropriations Act</i>. • On finalization of the documentation, design plans, drawings, specifications and technical documents, which have been approved by the City, Metro will obtain three reasonable quotations for the cost of the Wall Relocation Works which include undertaking the Wall Relocation Work in accordance with standard building practices and in accordance with all applicable laws. • The quotes obtained by Metro and/or its project engineer for the Wall Relocation Work will be submitted to the City for review and the City may within ten (10) business days select one of the quotes. Metro will carry out the Wall Relocation Work as specified in the quote selected by the City, and the City agrees to reimburse Metro for the costs of the Wall Relocation Work as set out in the selected quote (which quote shall incorporate the cost of preparing the documentation, design plans, drawings, specifications and technical documents), within sixty (60) days of the approval of the selected quote by the City. Metro reserves the right to claim any reasonable business loss arising as a result of the Wall Relocation Work, as compensation in accordance with the <i>Expropriations Act</i>. If the City fail to select one of the quotes, the City may refuse the reimbursement contemplated in this agreement and Metro may proceed with works to their store in the Property without approval, so long as the works do not impact the land forming part of the Permanent Easement or Temporary Easement. The parties will then reserve their respective positions on the reasonableness of the works and its costs to be resolved in accordance with section 30 of the <i>Expropriations Act</i>. • It is understood and agreed that the City will pay Metro's reasonable legal and other costs, incurred in relation to the negotiation and settling the terms of this Agreement and the closing of this transaction after the Closing Date and within sixty (60) days of receipt of an itemized statement of the accounts in connection therewith.
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Location Map



Draft Reference Plan

