

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

**TRACKING NO.: 2019-178**

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:	Ishan Dasgupta	Division:	Real Estate Services
Date Prepared:	June 27, 2019	Phone No.:	416-392-7165

<b>Purpose</b>	To obtain authority to consent to a proposed assignment (change of beneficial ownership) of the Lease Agreement pertaining to the air space above the entrance to Islington Subway Station at Aberfoyle Crescent and Islington Avenue from IMH Pool XI LP, the existing beneficial owner (the "Assignor"), to IMH Pool XI-A LP, the new beneficial owner (the "Assignee"). IMH 3250 & 3300 Bloor Ltd. will remain as the Tenant, as bare trustee for the Assignee.
<b>Property</b>	Air rights at a height of 23 feet above grade on City-owned lands abutting 3250 and 3300 Bloor Street West containing an area of 6,337 square feet located at the south-east corner of Aberfoyle Crescent and Islington Avenue. (See Schedule "B" on page 5)
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted for the City to consent to the assignment of the Lease Agreement from the Assignor to the Assignee, substantially on the terms and conditions shown on the attached Consent Agreement, and in a form acceptable to the City Solicitor;</li> <li>2. The Chief Corporate Officer or designate shall administer and manage the Lease Agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction; and,</li> <li>3. 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 as a result of the assignment of the Lease Agreement from the Assignor to an Assignee. The Assignee will continue to pay the City annual rent in the amount of \$31,000 plus applicable taxes per annum.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>The City of Toronto (formerly the Municipality of Metropolitan Toronto) is the owner of a parcel of land at the above location formerly having an area of 7,454 square feet shown as Parts 1, 2, 3 and 4 on Plan 64R-8453 (WX-159). These lands were improved by a pedestrian entrance to Islington Subway Station and an electrical substation.</p> <p>The former Metropolitan Council, by its adoption of Clause No. 21 of Report No. 1 of Executive Committee on January 11, 1972, approved the long-term leasing of the air rights of these lands, commencing at a height of 23 feet above grade, to Shipp Corporation Limited at a rental of \$6,000.00 per annum, for the first term 33 years, effective August 1, 1973, with rights to renew for two like terms on the same terms and conditions except as to rent which is to be negotiated and failing agreement subject to arbitration.</p> <p>Furthermore, the former Metropolitan Council, by its adoption of Clause No. 6 of Report No. 9 of The Parks, Recreation and Property Committee on June 24, 1980, approved the sale, in fee simple, of an area 1,117 square feet shown as Parts 3 and 4 on Plan 64R-8453 to Shipp Corporation and its then assignees. As a result, the remaining area leased to Shipp contains only 6,377 square feet formerly shown as Parts 1 and 2 on Plan 64R-8453, with the rental reduced to \$5,100.89 per annum. The leased premises are now shown as Part 1 on Plan 66R-16628.</p> <p><i>Please see Comments continued on Page 4</i></p>
<b>Terms</b>	The terms and conditions of the Lease Agreement will not change.

<b>Property Details</b>	<b>Ward:</b>	3 – Etobicoke-Lakeshore
	<b>Assessment Roll No.:</b>	1919-01-6-610-00200
	<b>Approximate Size:</b>	n/a
	<b>Approximate Area:</b>	Approx. 6,337 square feet
	<b>Other Information:</b>	n/a

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input 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 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 checked="" 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, Transaction Services 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, Corporate Services and any related documents.

Consultation with Councillor(s)									
Councillor:	Mark Grimes				Councillor:				
Contact Name:	Kim Edgar				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No objections (06/25/19)				Comments:				
Consultation with Divisions and/or Agencies									
Division:					Division:	Financial Planning			
Contact Name:					Contact Name:	Lauren Birch			
Comments:					Comments:	No concerns (06/18/2019)			
Legal Division Contact									
Contact Name:	Soo Kim Lee (06/11/2019)								

DAF Tracking No.: 2019- 178	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Melanie Hale-Carter	June 27, 2019	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	July 5, 2019	Signed by Nick Simos

#### 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, 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").

**Comments continued:**

The Lease, as a result of various assignments, most recently through DAF# 2013-231, is now between the City of Toronto (the "Lessor"); and IMH Pool XI LP (the "Lessee") which is a Limited Partnership consisting of PSIB-RE Partners Inc. and DD LP. By adoption of DAF# 2012-079 dated February 27, 2012, authority was granted to enter into a Lease Renewal Agreement for 33 years commencing August 1, 2006 and expiring July 31, 2039 under the same terms and conditions as the Original Lease except the annual rent is \$31,000.00 per annum plus applicable taxes (the "Annual Basic Rent").

Three first-class suburban office Complexes, the Sun Life Centre, were improved on the abutting lands at 3250 and 3300 Bloor Street West inclusive of the air rights of the leased lands. The Lessee purchased 3250 and 3300 Bloor Street West and assumed the Lease Agreement pertaining to the air space above the entrance to Islington Subway Station at Aberfoyle Crescent and Islington Avenue.

The existing Tenant is IMH 3250 & 3300 Bloor Ltd., as nominee for the Assignor. The Assignor is undergoing a restructuring and has requested to assign the lease to the Assignee, a new limited partnership which is a 100% subsidiary of the Assignor.

The Assignor is in good standing and in no arrears of Annual Basic Rent. The Assignee status was reviewed and verified including documents of Incorporation and credit check.

It is the opinion of City staff that the request for the consent to assignment of the Lease Agreement is fair and reasonable.

### Schedule "B" Location and Site Map

