

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

TRACKING NO.: 2019-294

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
Date Prepared:	October 10, 2019	Phone No.:	416-392-4829

<b>Purpose</b>	To obtain authority to enter into a Pedestrian Access Easement Agreement (known as the "Agreement") with 1583796 Ontario Inc and Toronto Standard Condominium Corporation No. 2726 (collectively and individually the "Owner"). The Agreement will allow the City of Toronto and Toronto Transit Commission (TTC), its respective employees, servants, contractors and their tenants and invitees, together with others entitled thereto, an easement for passage and re-passage of pedestrians over the portions of the Owners' development and the City/TTC facilities.
<b>Property</b>	Parts 42, 43, 56, 67, 75, 76, 84, 94, 95 and 191 on Reference Plan 66R-30696(the "Easement Lands") being part of the Owner's lands legally described in PINs: 21136-0561and 21136-0562 (1583796 Ontario Inc. lands) and part of the common elements of Toronto Standard Condominium Corporation No. 2726 (being PINs:76726-0001 to 76726-124), all in the Land Registry Office of Toronto (No. 66).
<b>Actions</b>	It is recommended that:  1. Authority be granted for the City to enter into the Agreement with the Owner, substantially on the terms and conditions outlined in Appendix "A" and on such other terms and conditions as may be acceptable to the Director of Real Estate and in a form satisfactory to the City Solicitor.
<b>Financial Impact</b>	There is no financial impact resulting from this approval. The cost to the City for the acquisition of such interests under the Site Plan Agreement is for nominal consideration.  The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	The Owner is constructing two mixed-use buildings consisting of 58 and 36 storeys in height containing retail and office uses within a three storey podium. The development proposes to modify the existing open stairway connection to Eglinton subway station at the northeast corner of Yonge and Eglinton.  Pursuant to a Site Plan Agreement between the City and the Owner, the TTC required that the Owner grant to the City, for the benefit of the City and the TTC, an easement over the portion of the Owner Lands to allow the City and the TTC, its respective employees, servants, contractors and their tenants and invitees, together with others entitled thereto, an easement for passage and re-passage of pedestrians over the portions of the Owner Lands and the City was to grant a licence over its lands for the maintenance of such facilities on the City lands.  On May 28, 2018, Delegated Approval Form 2018-204 was executed authorizing the City to enter into an entrance connection agreement with the Owner. The Owner however has approached the City and TTC wishing to grant us a pedestrian access easement over the corridor in their building that leads to the Roehampton entrance.
<b>Terms</b>	See Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	Ward 22 – St. Paul's
	<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 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):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000. <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 \$1 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.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000. <b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million. <b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000. <b>Delegated to a more senior position.</b>	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
13. Revisions to Council Decisions in Real Estate Matters:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$50,000. <b>Delegated to a more senior position.</b>	<input type="checkbox"/> Where total compensation does not exceed \$1 Million. <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/Certificate <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 Josh Matlow					Councillor:									
Contact Name:	Andrew Athanasiu					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Concurred October 10, 2019					Comments:									
Consultation with Divisions and/or Agencies															
Division:	TTC					Division:	Financial Planning								
Contact Name:	David Cooper					Contact Name:	Filsha Jenkins								
Comments:	Concurred October 9, 2019					Comments:	Concurred October 9, 2019								
Legal Division Contact															
Contact Name:	Luxmen Aloysius														

DAF Tracking No.: 2019-294	Date	Signature
Recommended by: Alex Schuler, Manager	October 10, 2019	Signed by Alex Schuler
<input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Daran Somas	October 16, 2019	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services 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, 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.

**Appendix "A"**

**Terms & Conditions – Pedestrian Access Easement Agreement**

Parties	1583796 Ontario Inc, and Toronto Standard Condominium Corporation No. 2726 (collectively and individually the "Owner") and the City of Toronto
Easement Terms	The Owner hereby agrees to grant and convey to the City for the benefit of the City Lands, its employees, servants, contractors and their tenants, and invitees, together with others entitled thereto, an easement for passage and re-passage of pedestrians over the Easement Lands.
Maintenance	The Pedestrian Access shall be maintained by the Owner at their sole cost and expense, to standards and specifications required by the City and/or the TTC.
Insurance	The Owner is required to obtain and maintain insurance in form and content required by the City.
Mutual Indemnity	The parties agree to indemnify the other against all claims relating to the breach of the Agreement by such party or the negligent act or omission of such party or those for whom in law it is responsible. Where such party will be relying on such indemnity, such party is required to give notice of the same to the indemnifying party.
Termination	The Agreement shall be terminated with the written consent of all parties, save and except where the subway permanently ceases to service the TTC Facilities or the Owner Building is demolished or destroyed, provided that the terms and conditions of the Agreement have been complied with.

## Location Map



