

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

**TRACKING NO.: 2019-320** 

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.

where applicable, in L	xecutive Committee item Ex20.0, as adopted by	y City Council on November	7, 0 and 9, 2017.					
Prepared By:	Patricia Palmieri	Division:	Real Estate Services					
Date Prepared:	November 1, 2019	Phone No.:	416-392-4829					
Purpose	To obtain authority for the City of Toronto (the "City") to partially release an existing easement (the "Existing Easement") and enter into a new easement agreement (the "New Easement") with The Manufacturers Life Insurance Company (the "Owner") for certain lands at York Mills Centre (the "Development").							
Property	Part of Unit 1, Plan D-48 and Part of Block A, Plan M-537 designated as Parts 6 & 7 on Reference Plan 66R-30809 (the "Released Easement Lands"), as shown in Appendix "B", being part of PIN 10103-0143 (LT).  Part of Unit 1, Plan D-48 designated as Parts 1, 2, 3, 4 and 5 on Plan 66R-30809 (the "New Easement Lands"), as shown in Appendix "B", being part of PIN 10103-0143 (LT)							
Actions	<ol> <li>Authority be granted to enter into a Transfer, Release and Abandonment of the Existing Easement with respect to the Released Easement Lands, on terms and conditions acceptable to the staff member with delegated authority and in a form satisfactory to the City Solicitor.</li> <li>Authority be granted to enter into the New Easement with respect to the New Easement Lands, substantially on the terms and conditions outlined in Appendix "A" and on such other or amended terms and conditions as may be acceptable to the staff member with delegated authority and in a form satisfactory to the City Solicitor.</li> </ol>							
Financial Impact	There is no financial impact from the above transactions. The valuation of the Released Easement Lands is equal to the valuation of the New Easement Lands.  The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.							
Comments	On August 11, 1993 Council of The Municipality of Metropolitan Toronto ("Metro") authorized the consent to a Court Order vesting title in Metro to the York Mills Station transit facilities (the "Transit Facilities"), which are adjacent to and integrated with the Development. The Transit Facilities have the benefit of various easements through the Development for pedestrian access to the Transit Facilities, including the Existing Easement. The Owner has reconfigured a portion of the Development, which requires the partial release of the Existing Easement over the Released Easement Lands, and the acquisition of a replacement easement over the New Easement Lands.  TTC staff have reviewed the terms and conditions of the above transactions and concur with proceeding. City staff consider the terms and conditions of the above transactions to be fair and reasonable and are recommending approval of the Agreement.							
Terms	See Appendix "A"							
Property Details	Ward:	Ward 15 – Don Valley We	act					
oporty bottails	531							
		n/a						
	Approximate Area:   Irregular							

Α.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:					
1. Acquisitions:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.					
<b>2.</b> Expropriations:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	X Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.					
3. Issuance of RFPs/REOIs:	Delegated to a more senior position.	Issuance of RFPs/REOIs.					
4. Permanent Highway Closures:	Delegated to a more senior position.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.					
5. Transfer of Operational Management to Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.					
6. Limiting Distance Agreements:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.					
7. Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.					
Exchange of land in Green     Space System & Parks & Open     Space Areas of Official     Plan:     N/A	Delegated to a more senior position.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.					
9. Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/ renewals) does not exceed \$50,000.	(a) Where total compensation (including options/renewals) does not exceed \$1 Million.					
	(b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	(b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.					
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.					
<b>10.</b> Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$50,000.	Where total compensation (including options/ renewals) does not exceed \$1 Million.					
11. Easements (City as Grantor):	Where total compensation does not exceed \$50,000.	(a) Where total compensation does not exceed \$1 Million.					
	Delegated to a more senior position.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.					
12. Easements (City as Grantee):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.					
<b>13.</b> Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).					
14. Miscellaneous:	Delegated to a more senior position.	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences					
		(b) Releases/Discharges					
		X (c) Surrenders/Abandonments					
		(d) Enforcements/Terminations					
		(e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppels/Certificates					
		(f) Objections/Waivers/Caution					
		(g) Notices of Lease and Sublease					
		(h) Consent to regulatory applications by City, as owner					
		(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title					
		(j) Documentation relating to Land Titles applications					
		(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.							
<ul> <li>Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions &amp; Expropriations is only Manager with such signing authority).</li> </ul>							
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 Jaye Robinson						Councillor:						
Contact Name:	Rachel Van Fraassen					Contact Name:							
Contacted by:	Phone	X E-Mail		Memo		Other	Contacted by:		Phone	E-mail	Memo		Other
Comments:	Concurred October 30, 2019				Comments:								
Consultation with Divisions and/or Agencies													
Division:	TTC			Division:	Fi	Financial Planning							
Contact Name:	David Copper			Contact Name:	Fil	Filisha Jenkins							
Comments:	Concurred October 29, 2019				Comments:	Concurred October 29, 2019							
<b>Legal Division Conta</b>	act												
Contact Name:	Jack Payne			•									

DAF Tracking No.: 2019-320	Date	Signature
Recommended by:		
X Recommended by: Acting Manager, Real Estate Services Daran Somas Approved by:		Signed by Daran Somas
X Approved by: Acting Director, Real Estate Services Nick Simos	Nov. 4, 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, 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.
- (I) 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.

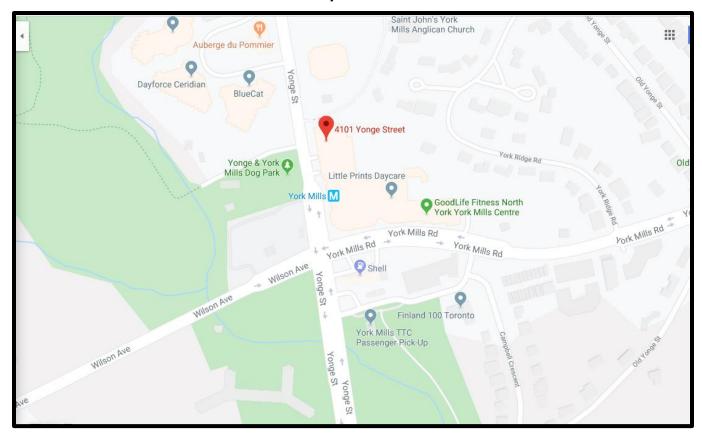
### Appendix "A"

#### Terms & Conditions

- The Owner grants an easement in perpetuity through the New Easement Lands for use by the City, the TTC, their respective agents, licensees and patrons as pedestrian access routes for ingress and egress to and from certain transit facilities including a subway, subway station, TTC bus terminal and regional bus terminal (collectively the "Transit Facilities"), during all hours when the Transit Facilities or any of them are open for use by the public, to and from the surface level of Yonge Street and York Mills Road and to and from certain washroom facilities.
- The Owner shall at all times keep the New Easement Lands clear of obstructions or encumbrances.
- The configuration or location of the New Easement Lands shall not be altered or relocated by either the Owner or the City and TTC without the prior written consent of all parties, which may be unreasonably withheld, subject to certain rights of the Owner with respect to reconstruction or replacement of portions of the Development.
- The Owner shall be responsible for maintenance and liability relating to the existence and use of the New Easement Lands and every portion thereof.
- The Owner will be responsible for providing security for the Development including the New Easement Lands at all times as it deems appropriate including during those hours when the Development is closed for regular business but the New Easement Lands are open for use by patrons for the transit facilities.
- The Owner shall pay any realty taxes against the New Easement Lands.
- The Owner shall install and maintain signs, acceptable from time to time to TTC, in the stairways, escalators and passageways in the Development identifying the routes to the various transit facilities.
- The Owner shall defend and save harmless and fully indemnify the City and TTC from any and all claims and demands which may be brought against or made upon the City and TTC against all loss, liabilities, judgments, costs, damages or expenses which the City and TTC may sustain, suffer or be put to resulting from or arising from or in any way incidental to the use of the New Easement Lands or any portion of the Development adjacent thereto utilized by the pedestrian public or in any way arising out of the Owners' use of such portion of the Development save and except for the negligence of the City and TTC, their servants, agents or anyone from whom in law either or both the City or TTC is or are responsible. The Owner has authority to defend or settle such claims or demands, but will not admit liability on the part of TTC and/or City without approval from TTC and/or City's counsel.
- The Owner has indemnified the City and or TTC for any registration costs and Land Transfer Tax with respect to the New Easement.

# Appendix "B"

# **Location Map & Reference Plan**





## Reference Plan 66R-30809

