

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

TRACKING NO.: 2019-006

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:	Joe Corigliano	Division:	Real Estate Services
Date Prepared:	January 3, 2019	Phone No.:	392-1167

Purpose	To obtain authority to enter into a Crane Swing Licence Agreement with Urban Capital (River City 4) Inc. (the "Licensee") to allow for a construction crane to swing over a portion of the City-owned properties known as Underpass Park to facilitate construction of the Urban Strategies Inc. mixed-use condo development at the property municipally known as 170 Eastern Avenue (the "Project").
Property	Above-ground portion adjacent to 170 eastern Ave and 33 St Lawrence Avenue having an area of approximately 10,839.25 square feet (the "Licensed Area"), as shown on Appendix "A" - Location Map.
Actions	<p>1. Authority be granted to enter into the Crane Swing Licence Agreement (the "Agreement") with the Licensee for the Licensed Area, substantially on the terms and conditions set out below with such revisions thereto and any other or amended terms and conditions as may be determined by the Director of Real Estate Services, and in a form acceptable to the City Solicitor;</p> <p>2. The Acting Director of Real Estate Services or his designate shall administer and manage the Licence, including the provision of any consents, approvals, amendments, waivers, notices and notice of termination provided that the Director may, at any time, refer consideration of such matters (including their consent) to City Council for its determination and direction; and</p> <p>3. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto</p>
Financial Impact	<p>The City will receive compensation from the Licensee of a one-time license fee of \$110,000.00 plus HST, payable on the Licensee's execution of the Agreement.</p> <p>The City Will also receive a one-time administrative fee of \$621.64 plus HST for the preparation of the encroachment agreement provided to the "Licensee"</p> <p>The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The City is the owner of Underpass Park (the "City Lands"). The Licensee requested permission to swing a crane over a portion of the City Lands having an above ground area of approximately 10,839.25 square feet and identified here as the Licensed Area to facilitate the Project for a term of 1 years, 8 months and 22 days. The License period is from July 9, 2018 until March 31, 2020.</p> <p>Real Estate Services staff consider the proposed Agreement to be fair and reasonable to both parties</p>
Terms	Please see page 4: Appendix "A"

Property Details	Ward:	Ward 13 – Toronto Center
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	1007 m ² ± (10,839.25ft ² ±)
	Other Information:	

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:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<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:	Delegated to a more senior position.	Delegated to a more senior position.
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:	Delegated to a more senior position.	<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 checked="" 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.
	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.
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.
	Delegated to a more senior position.	<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:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to a more senior position.	<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, 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:	K. Wong Tam					Councillor:									
Contact Name:	K. Wong Tam					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:	Parks Forestry and Recreation					Division:	Financial Planning								
Contact Name:	Brian Majcencic					Contact Name:	Patricia Libardo								
Comments:	Concurs					Comments:	Concurs								
Legal Division Contact															
Contact Name:	Vanessa Bacher														

DAF Tracking No.: 2019-006	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services [Daran Somas]	Jan. 22, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Tim Park	Jan. 22, 2019	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, 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.
- (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").

DAF: 2019-006**Terms****Licensor:** City of Toronto (the "City")**Licensee:** Urban Capital (River City 4) Inc.**Properties:** Under Pass Park adjacent to 170 Eastern Ave and 33 St Lawrence Ave**Property Description:** the lands are legally described as PT BLOCK 5, PL 66M2473; PTS 1, 2, 3, 5, PL 66R29785; SUBJECT TO AN EASEMENT AS IN AT2310791; SUBJECT TO AN EASEMENT IN GROSS AS IN AT4351820; CITY OF TORONTO; SUBJECT TO AN EASEMENT OVER PT 5, PL 66R29785 IN FAVOUR OF PT BLK 5, PL 66M2473; PT 4, PL 66R29785 AS IN AT4809293, being all of PIN 21077-0388 (LT) (the "Development Lands");

The City is the registered owner of a park known as Underpass Park, being part of PIN 21078-0148 (LT) which abuts the Development Lands (hereinafter the "City Lands");

Licensed Area (above-ground): approximately 10,893.25 square feet**Term:** One (1) year, Eight (8) months and Twenty Two (22) days starting July 8, 2018 and terminating on March 31st 2020**Licence Fee:** One-time fee of \$110,000.00 plus HST payable on the commencement date.
One-time administrative fee of \$621.64 plus HST for the preparation of the encroachment agreement provided to the "Licensee"**Use:** To permit the Licensee to swing a construction crane over the City Lands to facilitate construction of its mixed-use Condo development. The Licensee must comply with all applicable municipal and provincial laws and regulations during the term of the Agreement.**Insurance:** The Licensee will be required to provide Commercial General Liability in the amount of \$20 million per occurrence for bodily injury (including death) and property damage. The City will be added as an additional insured.**Early Termination:** The City shall have the right to terminate the agreement at any time in the event of a default by the Licensee, provided such default has not been cured by the Licensee within twenty-four (24) hours of receipt of written notice by the City, or in the event of an emergency that endangers life and property.**Indemnity:****1)** The Licensee hereby covenants and agrees to indemnify and save the City harmless from and against any and all liabilities, claims, losses, demands, expenses, actions, injuries, damages, causes of action and costs (hereafter the "Claims") whatsoever arising out of or in connection with the use and operation of the Construction Crane, or any part thereof, or resulting in any way from the exercise of this Licence.**2)** The Licensee further covenants and agrees to forever release and discharge the City and its officers, employees and agents from any and all manner of actions, suits, claims, executions and demands which the Licensee, its officers, employees, or agents may, at any time hereafter, have against the City and its officers, employees and agents in respect of any loss, injury or damage suffered by the Licensee, its officers, employees and agents while constructing the Project.

Appendix: A - Location Map

