

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

**TRACKING NO.: 2020-095**

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, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	April 29, 2020	Phone No.:	416-338-3250

<b>Purpose</b>	To obtain authority to enter into an easement transfer agreement (the "Agreement") with First Capital Holdings (Ontario) Corporation (the "Owner") that will result in the release of the City's existing easements in exchange for acquiring a new easement in gross over the same lands on terms that validate and preserve the existence of certain facilities belonging to the Owner.
<b>Property</b>	The City's new easement will run along the same portion of the property municipally known as 1448 Lawrence Avenue East (the "Property") and legally described as Parcel 00, Section 66M766, Twp of York / North York, City of Toronto, designated as Parts 1, 2 and 3 on the Reference Plan attached hereto as Appendix "C" (the "Easement Lands").
<b>Actions</b>	1. Authority be granted to enter into the Agreement with the Owner to release the existing easements and acquire a new easement on the terms and conditions set out herein and such other or amended terms and conditions satisfactory to the Director, Real Estate Services (the "Director") or designate, and in a form satisfactory to the City Solicitor;
<b>Financial Impact</b>	<p>The Owner will pay the City consideration in the amount of \$13,611 (plus HST) for the release of the existing easements. These funds will be contributed to the Land Acquisition Reserve Fund (XR1012). This figure was calculated based on the fair market value of the Easement Lands impacted by the facilities that the Agreement will validate and preserve. The City will pay a nominal fee to the Owner for the transfer of the new permanent easement rights.</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 Property is subject to existing easements in favour of the City of Toronto for sanitary and storm sewers located below grade. The Owner has submitted a development application for the Property that includes certain existing facilities located within the City's existing easement lands. These facilities consist of two billboard signs, electrical fixtures and a retaining wall, none of which are permitted under the terms of existing easement agreements. Historical records do not indicate how and when these facilities were constructed or whether the City consented to same. After input from Engineering and Construction Services and Toronto Water, it was determined that the Owner's facilities do not pose an immediate risk to the City's pipes and can be accommodated provided certain precautions are taken.</p> <p>In order to validate the continued existence of the Owner's facilities, the City has agreed to release the existing easements and acquire new permanent easement rights over the Easement Lands. The new easement rights would permit the Owner's facilities to remain, subject to the terms and conditions of the Agreement.</p>
<b>Terms</b>	Corporate Real Estate Management staff consider the major terms and conditions of the Agreement set out in Appendix "A" to be fair and reasonable in the circumstances.

<b>Property Details</b>	<b>Ward:</b>	16 – Don Valley East
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	44,839 m <sup>2</sup> ± (482,653 ft <sup>2</sup> ±)
	<b>Other Information:</b>	Easement lands approximately 4,792.3 m <sup>2</sup>

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 &amp; Parks &amp; Open Space Areas of Official Plan:</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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input 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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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 checked="" 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:**

- 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 the Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)									
Councillor:	Denzil Minnan-Wong					Councillor:			
Contact Name:	Amalia Stefanopoulos					Contact Name:			
Contacted by:	Phone	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	No objections (Apr 9, 2020)					Comments:			
Consultation with Divisions and/or Agencies									
Division:	Engineering and Construction Services					Division:	Financial Planning		
Contact Name:	Matthew Mannella					Contact Name:	Filisha Jenkins		
Comments:	No comments (Mar 30, 2020) please proceed					Comments:	Comments incorporated (Mar 30, 2020)		
Legal Division Contact									
Contact Name:	Catherine Thomas (Apr 2, 2020)								

DAF Tracking No.: 2020-095	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Acting Manager, Real Estate Services Melanie Hale-Carter</b>	April 29 <sup>th</sup> , 2020	Signed By: Melanie Hale-Carter
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	April 29 <sup>th</sup> , 2020	Signed By: Alison Folosea

#### General Conditions ("GC")

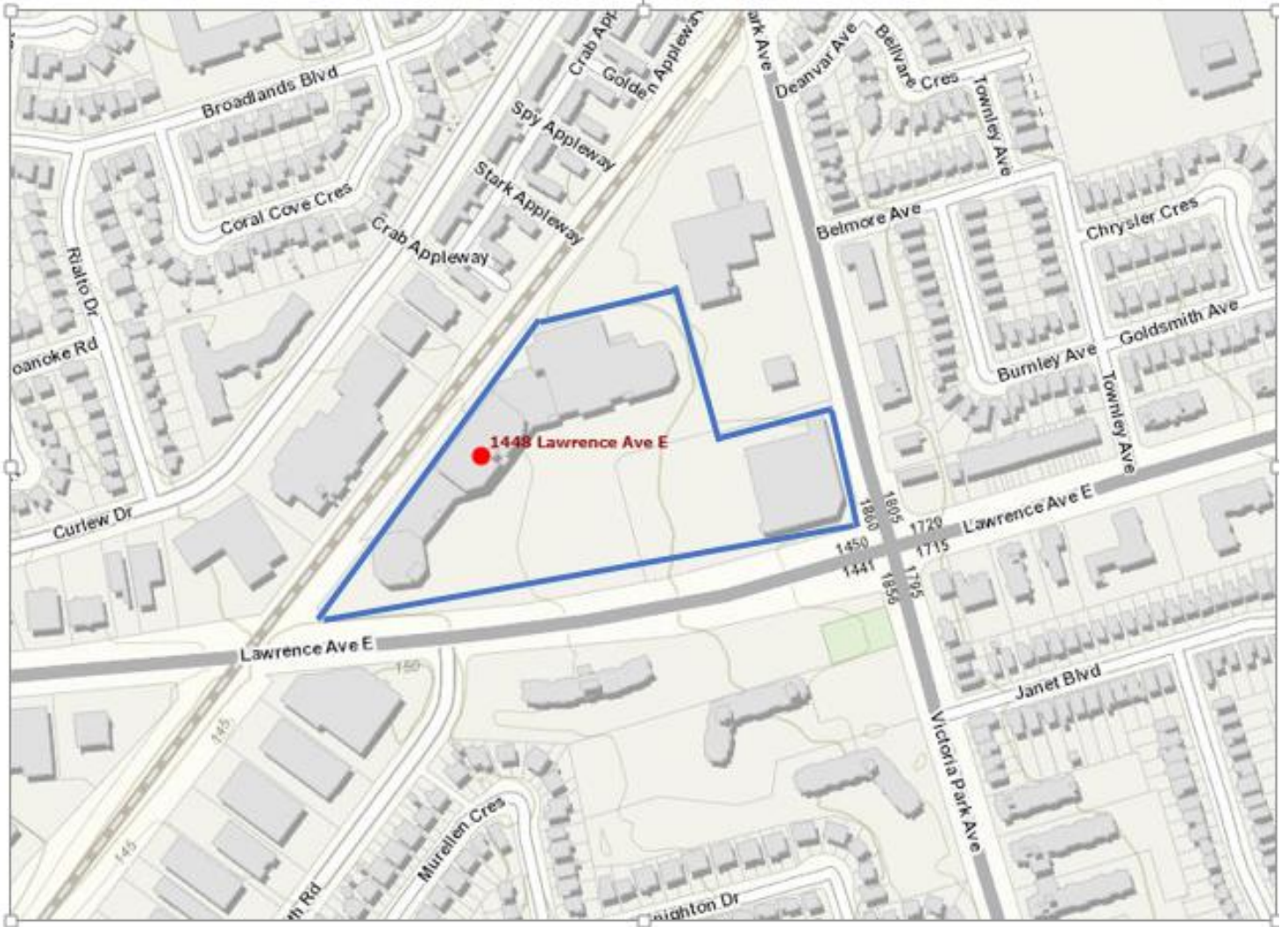
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land 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 market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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").

## Appendix "A" – Major Terms and Conditions

The major terms and conditions of the Agreement are as follows:

Transferor:	First Capital Holdings (Ontario) Corporation
Transferee:	City of Toronto
Easement Lands:	Part of the property municipally known as 1448 Lawrence Avenue West, designated as Parts 1, 2 and 3 on the Reference Plan in Appendix "C". Size is approximately 4,792.3 m <sup>2</sup> .
Term:	Permanent
Compensation:	\$13,611 from Transferor to the City (release of former easements) Nominal (granting of new easement)
Key Easement Rights:	<p>City must maintain the storm sewer, sanitary sewer, and all related appurtenances in state of good repair at all times.</p> <p>Transferor may maintain and repair but under no circumstances replace its permitted facilities, being two billboards, a retaining wall, and electrical fixtures.</p> <p>City to provide Transferor 30 days notice prior to commencing any non-emergency work to allow Transferor time to remove any of the permitted facilities that could be impacted by the City's work.</p> <p>City to restore any fixtures or landscaping damaged upon entry onto Permanent Easement lands or exercise of Permanent Easement Rights but shall not be responsible for reinstalling any of the Transferor's permitted facilities.</p>
Indemnity:	<p>The City shall fully indemnify and save harmless the Transferor from and against all Claims which are brought against or made upon the Transferor in respect of or arising out of any loss, damage or injury (including death resulting from injury) to any person or property which results directly from the rights and privileges granted to the City and/ or the use or occupation of the Permanent Easement Lands, by the City.</p> <p>The Transferor shall fully indemnify and save harmless the City from and against all Claims which are brought against or made upon the City in respect of or arising out of any loss, damage, or injury (including death resulting from injury) to any person or property which results directly from, is sustained by reason of, or arises out of the breach by the Transferor or the Transferor's Representatives of the terms of this Easement Agreement and/ or by virtue of the existence of the Permitted Facilities</p>

Appendix "B" – Location Map



# Appendix "C" – Reference Plan

