

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2021-048

With Confidential
Attachment

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Patricia Palmieri	Division:	Corporate Real Estate Management
Date Prepared:	January 29, 2021	Phone No.:	416-392-4829
Purpose	To obtain authority for the City of Toronto (the "City") to enter into Section 30 Agreements (the "Agreements") with the owners of 5 Christie Avenue, 726 Bloor Street West and 716 Bloor Street West (collectively the "Owner"). The Agreements will facilitate the transfer of fee simple interest and easements in favour of the City that are required for the construction of the Toronto Transit Commission ("TTC") Christie Station Easier Access Project (the "Project").		
Property	As described in Appendix "A" and shown on the Reference Plans in Appendix "B" (the "Property Interests").		
Actions	1. Authority be granted for the City to enter into the Agreements with the Owner and to serve notice of extension thereto, if required, substantially on the terms and conditions outlined in Appendix "A" and in the Confidential Attachment, and on such other or amended terms and conditions as may be acceptable to the approving authority herein and in a form satisfactory to the City Solicitor.		
Financial Impact	Funding for the compensation, as set out in the Confidential Attachment, has been referred to the City's annual budget process and has been included in the 2021-2030 Capital Budget and Plan Submission for the TTC under capital account CTT028-1 Easier Access – Phase 2 for Council consideration. The Chief Financial Officer and Treasurer has been provided the financial impacts associated with this program for review as part of the 2021 budget process.		
Comments	As part of the Project, the TTC is proposing to construct elevators at Christie Subway Station on Line 2 providing accessibility to and from each of the eastbound and westbound platforms to the concourse level. On July 16, 2019 City Council adopted GL 6.14 authorizing the acquisition and or expropriation of the Property Interests, for the Project. Real Estate Staff have negotiated with the Owner the Agreements and TTC staff have reviewed the terms and conditions of the Agreements and concur with proceeding.		
Terms	See Appendix "A" and the Confidential Attachment		
Property Details	Ward:	Ward 11 – University-Rosedale	
	Approximate Size:	Irregular	

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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 & Parks & 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 \$3 Million.</p> <p><input checked="" type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$3 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 type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> I Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> I Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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 type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> I Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval

☐ Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Councillor Layton	Councillor:	
Contact Name:	Stephanie Nakitsas	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Advised on January 25, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	TTC	Division:	Financial Planning
Contact Name:	Dan Spalvieri	Contact Name:	Patricia Libardo
Comments:	Concurred on January 25, 2021	Comments:	Concurred on January 27, 2021

Legal Services Division Contact

Contact Name:	Gloria Lee
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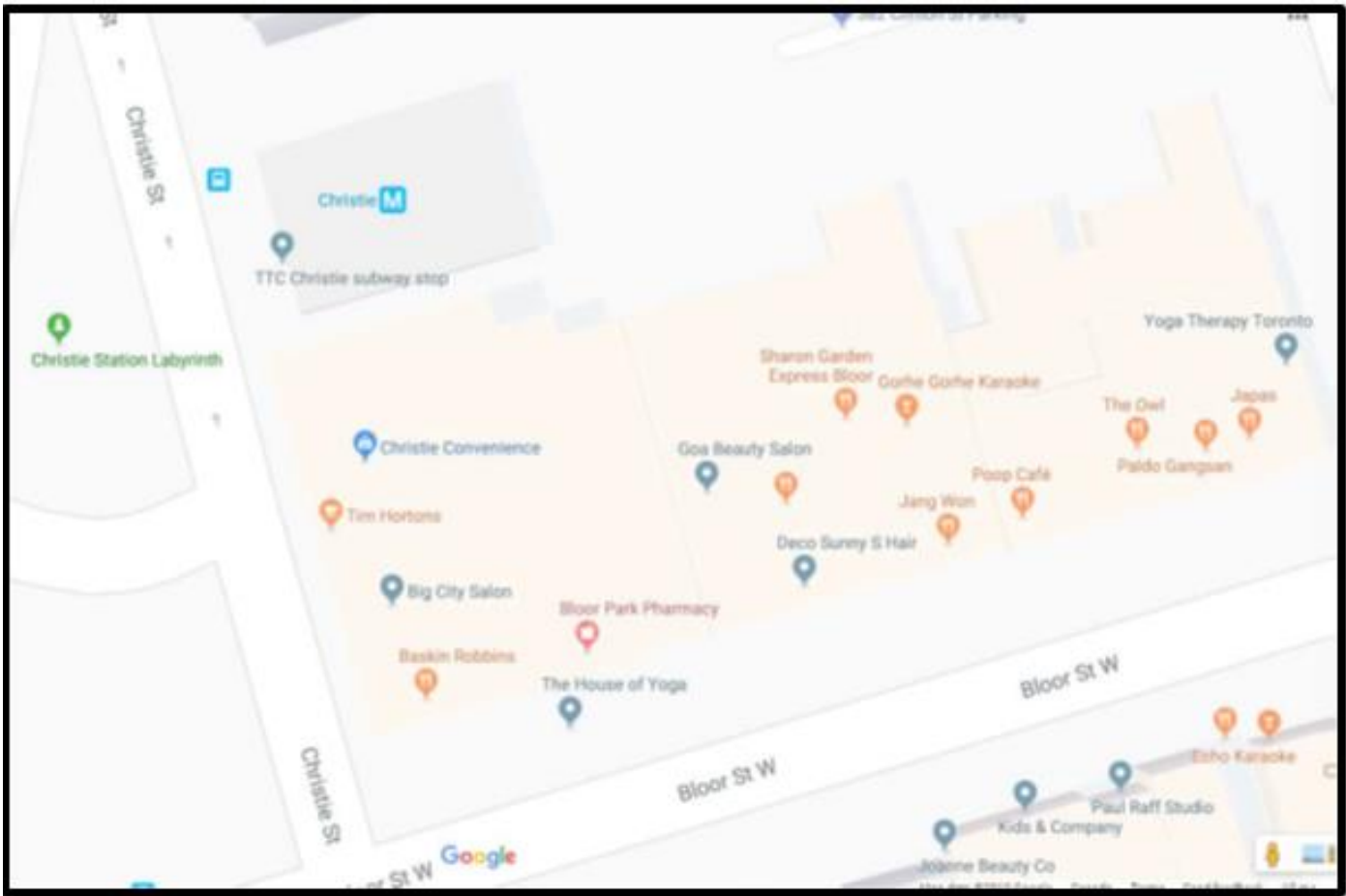
DAF Tracking No.: 2021-048	Date	Signature
Recommended by: Daran Somas, Manager, Real Estate Services	Feb. 1, 2021	Signed by Daran somas
Recommended by: Alison Folosea, Director, Real Estate Services	Feb. 1, 2021	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input checked="" type="checkbox"/> Approved by: Patrick Matozzo	Feb. 1, 2021	Signed by Patrick Matozzo
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Sciolli		

Appendix "A"

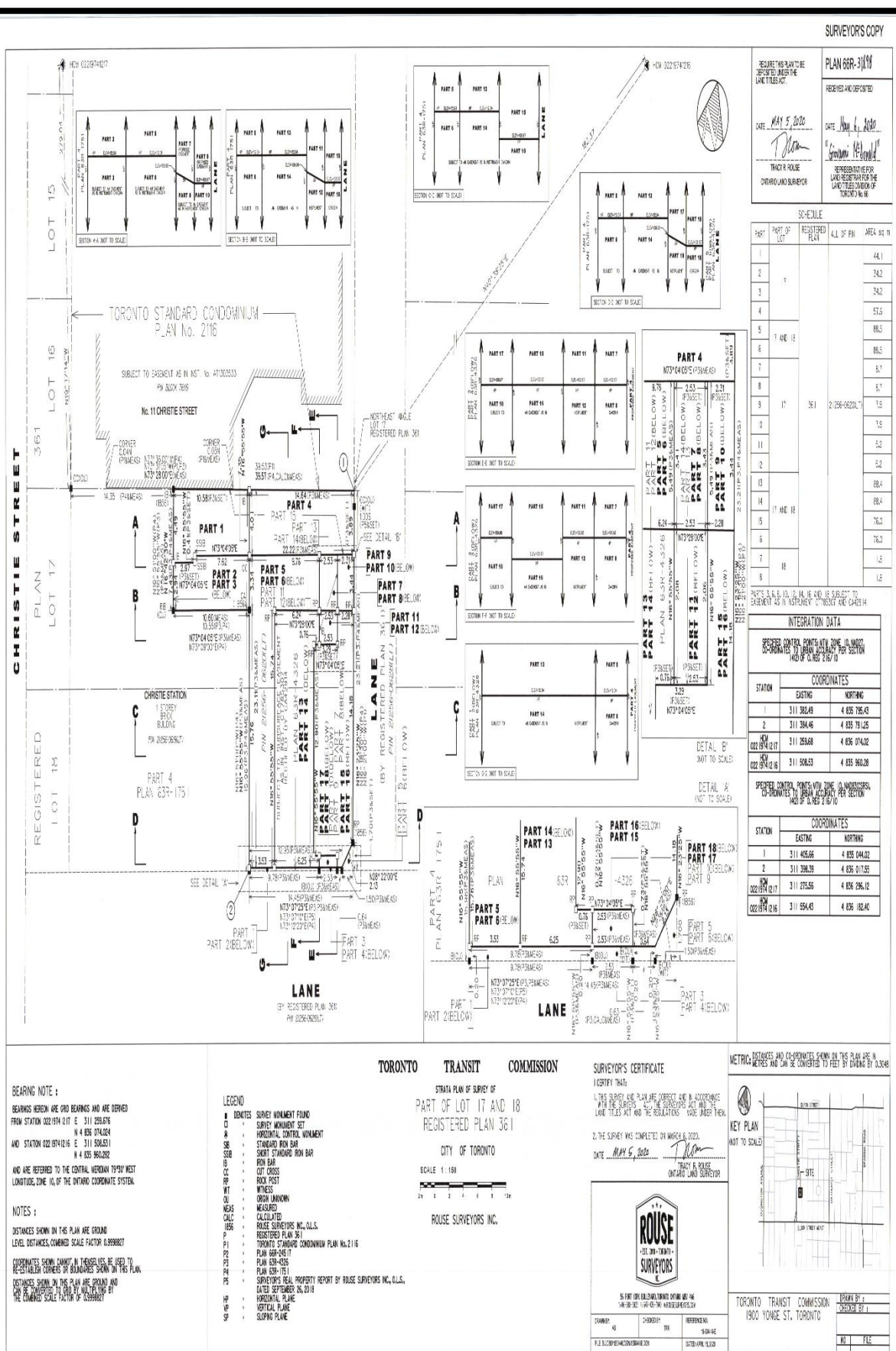
Terms & Conditions

Vendor	Torgan Construction Limited & Somer Development Corporation and 716 Bloor Street Developments Inc. (collectively the "Owner").
Legal Description	<p><u>5 Christie Avenue</u> PT LT 17-18 PL 361 NORTH WEST ANNEX PT 3, 5-8 63R1751, EXCEPT PTS 1 to 6 63R4326, CITY OF TORONTO (PIN 21256-0620 (LT))</p> <p><u>726 Bloor Street West</u> PT LTS 1, 2, 3, PL 361 NORTH WEST ANNEX DES AS PT 1 ON 66R20478, CITY OF TORONTO (PIN 21256-0677 (LT))</p> <p><u>716 Bloor Street West</u> PT LT 3 PL 361 NORTH WEST ANNEX, DES AS PT 2 ON 66R-20478, CITY OF TORONTO (pin 21256-0676 (LT))</p> <p>(referred to as the "Property Interests").</p>
Section 30 Conditions	<p>In consideration for the transfers of the Property Interests in favor of the City, the City agrees to pay the Owner the compensation outlined in the Confidential Attachment. The Owner is entitled to such further or other compensation (if any) as may be awarded by the LPAT pursuant to the Act, save and except for any further compensation for the market value of the land.</p> <p>The City will pay the Vendor's reasonable legal and other costs incurred in relation to the negotiation and settling of the terms of these Agreements.</p> <p>The City shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of any documents/instruments that may be required to complete the transactions as described</p>
Easement Conditions	<p>In consideration for the transfer of the easements in favour of the City, the City agrees to pay the Owner the compensation outlined in the Confidential Attachment for the exclusive use of sixteen (16) parking spaces at Carpark 144 located at 376 Clinton Street for a term of two (2) years from the Closing Date with an option to extend for a one (1) year period. The compensation payment shall be without prejudice to the Owner's right to claim further compensation for the "acquisition" (within the meaning of the <i>Expropriations Act</i>) of the required lands pursuant to section 30 of the <i>Expropriations Act</i> and as if the required lands had been expropriated by the City, save and except for the market value of the land.</p> <p>The temporary easements for 5 Christie Avenue shall commence upon 30 days' written notice.</p> <p>The term of the temporary easement for 5 Christie Avenue shall be for an initial term of two (2) years with an option for an extension of one (1) year.</p> <p>The City, TTC and or its contractors shall restore the easement lands to the condition existing immediately prior to the construction of the works, or as near as is reasonably possible.</p> <p>The City or the TTC shall at all times during the term of the easement maintain adequate liability insurance with respect to the works and/or the easement. The Vendor acknowledges that the City or the TTC may elect to self-insure and, if so, will be deemed to have satisfied its obligations hereunder.</p>

Appendix "B"



Reference Plan



Reference Plan

