

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

TRACKING NO.: 2021-108

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

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| Prepared By: | Avery Carr | Division: | Corporate Real Estate Management |
| Date Prepared: | March 29, 2021 | Phone No.: | 647-458-1934 |

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| Purpose | To obtain authority for the City of Toronto (the "City") to enter into an agreement of purchase and sale (the "Agreement") with Her Majesty the Queen Right in Ontario as represented by the Minister of Government and Consumer Services (the "Vendor") to acquire the Property (as defined below) in fee simple for park purposes. |
| Property | The property municipally known as 100 Queens Quay West and legally described as PT BLK C PL 640E TORONTO PT 2 63R4226; TORONTO, CITY OF TORONTO, being all of PIN 21384-0046 (LT) (the "Property"), as shown on the location map attached hereto as Appendix "B". |
| Actions | 1. Authority be granted to enter into the Agreement with the Vendor, substantially on the terms and conditions set out in Appendix "A" attached hereto and including such other terms as may be deemed appropriate by the Director, Real Estate Services (the "Director") and in a form acceptable to the City Solicitor. |
| Financial Impact | The City is purchasing the Property for \$72,000 plus HST (\$73,267.20 exclusive of HST recoveries). As part of the transaction, the City will also be paying approximately \$62,257.22 in outstanding realty taxes on the Property. The previous corporate owner of the Property was dissolved on December 2, 2001, and since that time realty taxes have accrued on the Property. As a condition for disposal of the Property, the Vendor requires the City to be responsible for the payment of any outstanding realty taxes. The City will also be responsible for its own closing costs including, land transfer taxes, legal disbursements (for title searches, etc.), and registrations costs associated with registering the Transfer/Deed of the Property. The total cost to the City of this transaction is therefore approximately \$135,000. Funding is available in the 2021 – 2030 Council Approved Capital Budget and Plan for Parks, Forestry & Recreation under capital project CPR-115-50-01. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section. |
| Comments | The acquisition of the Property is part of a City-led initiative for the creation of a new public park at 96 Queens Quay West. The acquisition of the Property will help to create a larger, contiguous park. The registered owner of the Property is a corporation that was voluntarily dissolved on December 2, 2001. Upon the dissolution of the corporation, and pursuant to the <i>Forfeited Corporate Property Act</i> (Ontario), title to the Property escheated to the Vendor, being the Crown right of Ontario. The Agreement requires the City to deliver to the Vendor an unqualified environmental indemnity, and to accept the Property in "as is" condition. The City doesn't usually accept this type of condition, but because the Vendor is the Province of Ontario, the City is prepared to accept this condition for the reasons outlined below. Phase 1 and 2 ESAs and a Due Diligence Risk Assessment (DDRA) have been conducted on the site in advance of finalizing the Agreement, with the permission of the Vendor. The ESA has identified poor quality fill on site and the DDRA has recommended capping the soil to address this issue. Roughly half of the Property is public right-of-way, which is already capped with hard surfacing, so no further action is required in this area. With respect to the other half of the Property, environmental obligations for the future park at 96 Queens Quay West will allow for capping of this portion to be undertaken as part of the overall park construction. Anne Marie Hoekstra has confirmed by email on March 3, 2021 that: (1) these impacts are not considered significant and that no action is required, as the capping already exists or will be implemented as part of the overall park construction; and (2) the DDRA is the mechanism whereby the City will bring the Property into compliance with the Ministry of the Environment, Conservation and Parks requirements for parkland, which is required to authorize the purchase of contaminated lands through the Delegated Approval Form (DAF) process. General Conditions (H) and (DD) in the City of Toronto's Municipal Code, Chapter 213, have therefore been satisfied and the acquisition of the Property can proceed via the DAF process. |
| Terms | Corporate Real Estate Management staff consider the major terms and conditions of the Agreement set out in Appendix "A" to be fair and reasonable. |

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| Property Details | Ward: | 10 – Spadina – Fort York |
| | Assessment Roll No.: | 190406108000310 |
| | Approximate Size: | Irregular shape |
| | Approximate Area: | 194 m ² ± (2,093 ft 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 checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million. |
| 2A. Expropriations Where City is Expropriating Authority: | <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. |
| 2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated: | <input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> I Waive Hearings of Necessity. | <input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> I Waive Hearings of Necessity. |
| 3. Issuance of RFPs/REOIs: | Delegated to more senior positions. | <input type="checkbox"/> Issuance of RFPs/REOIs. |
| 4. Permanent Highway Closures: | Delegated to more senior positions. | <input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law. |
| 5. Transfer of Operational Management to Divisions, Agencies and Corporations: | Delegated to more senior positions. | Delegated to more senior positions. |
| 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 more senior positions. | <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 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. |
| 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. Delegated to more senior positions. | <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. |
| 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 more senior positions. | <input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)). |
| 14. Miscellaneous: | Delegated to more senior positions. | <input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> I Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> I Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <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 each position 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.

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)

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| Councillor: | Joe Cressy | Councillor: | |
| Contact Name: | Tom Davidson | Contact Name: | |
| Contacted by: | Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/> | Contacted by: | Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/> |
| Comments: | No objections (March 29, 2021) | Comments: | |

Consultation with Divisions and/or Agencies

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| Division: | Parks, Forestry & Recreation | Division: | Financial Planning |
| Contact Name: | Jason Bragg, Planner | Contact Name: | Patricia Libardo |
| Comments: | No concerns (March 23, 2021) | Comments: | Comments incorporated (March 29, 2021) |

Legal Services Division Contact

Contact Name: Stefan Radovanovich (March 19, 2021)

| DAF Tracking No.: 2021-108 | Date | Signature |
|---|-----------------------|--------------------------|
| <input type="checkbox"/> Recommended by: Manager, Real Estate Services <input type="checkbox"/> Approved by: Daran Somas | April 12, 2021 | Signed by Daran Somas |
| <input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea | April 13, 2021 | Signed by Alison Folosea |

Appendix "A"**Major Terms and Conditions**

- Purchase Price:** \$72,000 plus Harmonized Sales Tax
- Deposit:** NIL
- Closing Date:** Fifteen (15) business days following the Date of Acceptance, or such earlier date that the City and the Vendor may agree to in writing. "Date of Acceptance" means the date the Vendor approves and accepts the Agreement.
- Condition of Property:** The City acknowledges and agrees that it accepts the Property in an "as is, where is" condition, including the physical condition, state of repair and environmental condition of the property including, without limitation, the state of title, any non-compliance with applicable environmental laws or the existence of any hazardous substance in, on or under the Property, the buildings or any structure or paved surface or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from or on the Property) existing as of the Closing Date.
- City's Indemnity:** The City covenants and agrees that, effective the Closing Date, the City shall (a) forever release and covenant not to sue the Vendor with respect to anything in connection with, arising from or in any way related to (i) the state and quality of title of the Property; (ii) any outstanding arrears of taxes or utilities or any other monies owing in relation to the Property; (iii) the environmental condition of the Property including the existence of environmental contaminants in, on, under or emanating from the Property, and (b) indemnify, defend and save harmless the Vendor from any and all costs whatsoever, claims, demands, actions prosecutions, administrative hearings, fines, losses, damages, penalties, judgements, awards and liabilities in connection with, arising from or in any way related to (i) the state of repair or condition of the Property; (ii) the state and quality of title, occupancy and current use of the Property; (iii) any non-compliance with applicable environmental laws and/or the existence of hazardous substances of contaminants in, on or under the Property; (iv) any order issued by a governmental authority having jurisdiction in connection with the Property; (v) any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property.
- The City agrees to execute and deliver to the Vendor on the Closing Date, together with the other closing documents, a form of Acknowledgement, Release and Indemnity, whereby the City shall reaffirm the release, covenant and not to sue and indemnifications regarding the condition of the Property and environmental matters set forth in the foregoing release and indemnity.
- No Conflict of Interest:** On the Closing Date, the Director, on behalf of the City, shall execute a certificate confirming that, to the best of her knowledge and belief: (1) the City and the Vendor are arm's length parties and the City has received no special knowledge nor special considering in entering into the Agreement, (2) there are no outstanding legal disputes or actions between the City and Vendor, and (3) the City is not in conflict with the Vendor (or any of its employees) with respect to the purchase of the Property.
- Costs:** The City shall pay its own legal costs and other costs associated with the completion of this transaction including registration fees, land transfer taxes, and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property. All of the Vendor's expenses as they pertain to the completion of the transaction are included in the Purchase Price.

Appendix "B"

Location Map

