

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

TRACKING NO.: 2021- 304

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

Prepared By:	Joseph Sergnese	Division:	Corporate Real Estate Management
Date Prepared:	November 8, 2021	Phone No.:	416-392-1857

Purpose	To obtain authority to enter into a land exchange agreement (the "Agreement") with 80 Dale Avenue Ltd., 80 Dale Avenue L.P., and 80 Dale Avenue G.P. Inc. (collectively referred to as "Podium") for the transfer of the City Lands (as defined below) to Podium, in exchange for the transfer of the Podium Lands (as defined below) to the City.
Property	City Lands – Part of Part Lot 15, Concession D (Scarborough), being Parts 6 and 9 on the draft reference plan (the "Draft Plan") attached hereto as Appendix "A" (the "City Lands"). Podium Lands - A portion of 66 Dale Avenue and a portion of 80 Dale Avenue, Toronto, being part of Part Lot 52, Plan 2320, being Part 11 on the Draft Plan, and part of Part Lot 15 Concession D (Scarborough), being Parts 10 on the Draft Plan (the "Podium Lands").
Actions	1. Authority be granted for the City to enter the Agreement with Podium for the City to acquire the Podium Lands from Podium, in exchange for Podium acquiring the City Lands from the City, substantially on the major terms and conditions set out herein, and on such other terms and conditions as deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.
Financial Impact	There is no financial impact to the City. City staff have determined that the City Lands and the Podium Lands are of equivalent value and as such no consideration is passing on closing. Podium will be responsible for the registration costs, any applicable HST and the Land Transfer Tax on closing. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	Podium expressed interest in acquiring title to and ownership of the City Lands in exchange for conveying title of the Podium Lands to the City, and the City wishes to acquire title to and ownership of the Podium Lands. This is a mutually beneficial land exchange which will provide the City with a more regularize parcel of land suitable for parkland use, and will expand the City's existing parkland. In return, Podium will be acquiring a parcel of land to add to its adjacent developable area. Pursuant to DAF Tracking No. 2018-300, approved on August 21, 2018, the City Lands were declared surplus with the intended manner of disposal being by way of an exchange of land with Podium Development Corp., for the Podium Lands. Title to the Podium Lands is registered under 80 Dale Avenue Ltd., a nominee for the beneficial owner 80 Dale Avenue L.P., and 80 Dale Avenue G.P. Inc. Accordingly, the Agreement will be entered into with the nominee registered owner, and the beneficial owners. Podium Development Corp. manages the development of the Podium Lands. Parts 6 and 9 on the Draft Plan is designated as Parks and Open Space Areas in Policy 8 of the Official Plan. Section 4.3 Parks and Open Space Areas, Policy 8 of the Official Plan states that the sale or disposal of publicly owned lands in Parks and Open Space Areas ("POSA") is discouraged and no City owned lands in POSA will be sold or disposed of. However, City owned land in POSA may be exchanged for other nearby land of equivalent or larger area and comparable or superior green space utility. The Chief Planner and Executive of City Planning and the General Manager of Parks, Forestry and Recreation have confirmed that the land being exchanged for Parts 6 and 9 on the Draft Plan is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior greenspace utility. City Planning staff have advised that the proposed exchange of land meets the requirements of Section 4.3, Policy 8 of the Official Plan. At its meeting on October 1 and 4, 2021, City Council adopted Item No. SC26.1, "Final Report – 66 and 80 Dale Avenue-Official Plan and Zoning By-law Amendment Application", and approved certain amendments to the Office Plan to re-designate the City Lands from Neighbourhoods and Parks and Open Space Areas to Apartment Neighbours, and the Podium Lands from Neighbourhoods to Parks and Open Space Areas, amongst other matters. Before introducing the necessary Bills to City Council for enactment, City Council requires 80 Dales Avenue Ltd. (the "Owner") to enter into this Agreement, and further requires the Owner to enter into a Section 37 Agreement with the City to secure the provision of certain facilities, services and matters. Provisions within the Section 37 Agreement include, amongst other matters, the requirement for the Owner to convey Part 12 on the Draft Plan for public parkland purposes, pursuant to Section 42 of the Planning Act, with such lands to include Base Park Improvements (as defined therein). The Agreement will require Podium to deliver the Podium Lands with the same Base Park Improvements as required under the Section 37 Agreement.
Terms	See Appendix "B" for Major Terms and Conditions

Property Details	Ward:	Ward 24 – Scarborough-Guildwood
	Assessment Roll No.:	1901-07-2-420-00050
	Approximate Size:	irregular
	Approximate Area:	City Lands - 1202.2 m ⁻² ± (12940.3731 ft ² ±) Podium Lands - 1202.2 m ⁻² ± (12940.3731 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate 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/REOIs:</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/Licensors):</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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 checked="" 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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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 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/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. 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)

Councillor:	Paul Ainslie	Councillor:	
Contact Name:	Antonette DiNovo	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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:		Comments:	

Consultation with Divisions and/or Agencies

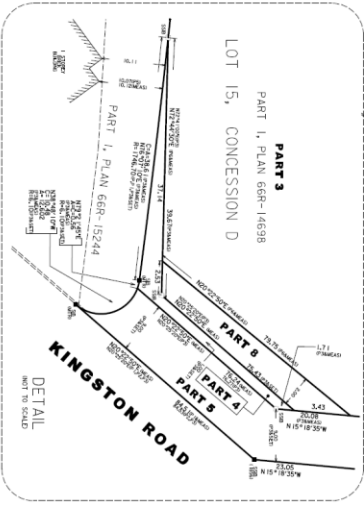
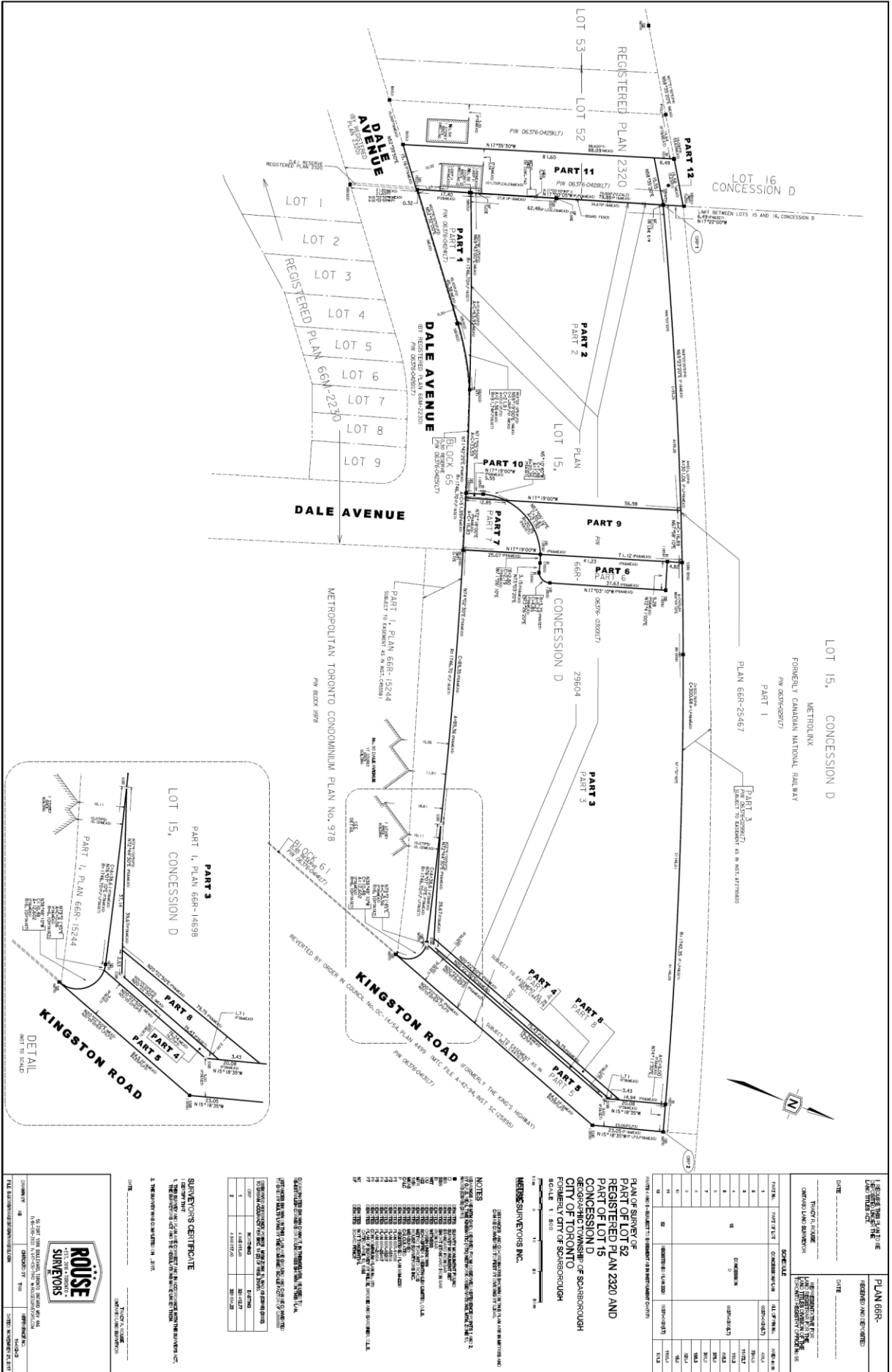
Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Ciro Tarantino c.c. Marie Barcellos
Comments:		Comments:	(Concurred November 5, 2021)

Legal Services Division Contact

Contact Name: Shirley Chow (Concurred November 5, 2021)

DAF Tracking No.: 2021-304	Date	Signature
Concurred with by: Manager, Real Estate Services Ronald Ro	Nov. 8, 2021	Signed by Ronald Ro
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Scott Delahunt	Nov. 8, 2021	Signed by Scott Delahunt
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Nov. 8, 2021	Signed by Alison Folosea

Appendix "A"



PLAN 66R-25467	
DATE	DESCRIPTION
2014.05.13	REGISTERED
2014.05.13	REGISTERED

SCHEDULE		
PART NO.	PART ELEVATION	AREA (SQ. M)
1	CONCESSION E	115.43
2	CONCESSION F	115.43
3	CONCESSION G	115.43
4	CONCESSION H	115.43
5	CONCESSION I	115.43
6	CONCESSION J	115.43
7	CONCESSION K	115.43
8	CONCESSION L	115.43
9	CONCESSION M	115.43
10	CONCESSION N	115.43
11	CONCESSION O	115.43
12	CONCESSION P	115.43
13	CONCESSION Q	115.43
14	CONCESSION R	115.43
15	CONCESSION S	115.43
16	CONCESSION T	115.43
17	CONCESSION U	115.43
18	CONCESSION V	115.43
19	CONCESSION W	115.43
20	CONCESSION X	115.43
21	CONCESSION Y	115.43
22	CONCESSION Z	115.43

NOTES

1. THIS PLAN IS SUBJECT TO ALL APPLICABLE ZONING BY-LAWS AND REGULATIONS OF THE CORPORATION OF SCARBOROUGH.

2. THE BOUNDARIES SHOWN ON THIS PLAN ARE BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY.

3. THE SURVEYOR'S RESPONSIBILITY IS LIMITED TO THE ACCURACY OF THE SURVEY DATA PROVIDED BY THE CLIENT.

4. THIS PLAN IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.

5. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 SHEPPARD AVENUE EAST, TORONTO, ONTARIO M2P 2L5.

6. THE SURVEYOR'S CONTACT INFORMATION IS AS FOLLOWS:

7. THE SURVEYOR'S FEE IS \$10,000.00 PLUS GST.

8. THE SURVEYOR'S RETENTION FEE IS \$5,000.00 PLUS GST.

9. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE SURVEYOR'S FEE.

10. THE SURVEYOR'S INSURANCE COVERAGE IS \$1,000,000.00.

REGISTERED PLAN 66R-14598

REGISTERED PLAN 66R-15244

REGISTERED PLAN 66R-25467

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified surveyor in the Province of Ontario, do hereby certify that the foregoing is a true and correct copy of the original plan as the same appears on the records of the Registrar of Plans, and that the same has been duly registered and is now a part of the public records of the Corporation of Scarborough.

ROUSE SURVEYORS

1000 SHEPPARD AVENUE EAST, TORONTO, ONTARIO M2P 2L5
 TEL: 416-491-1111
 FAX: 416-491-1112
 WWW.ROUSE-SURVEYORS.COM

APPENDIX "B"
MAJOR TERMS AND CONDITIONS

Lands to be conveyed by City to Podium:	City Lands: Parts 6 and 9 on the Draft Plan
Lands to be conveyed by Podium to City:	Podium Lands: Parts 10 and 11 on the Draft Plan
Purchase Price:	\$2.00 – Lands are of equivalent value
Value of Land for Land Transfer Tax Purposes:	\$1,330,000.00
"As Is" Condition:	The City Lands are being sold in "as is" condition.
Base Park Condition:	The Podium Lands are being sold in "Base Park Condition", free and clear of all liens and encumbrances, and with the Base Park Improvements (as defined in the Section 37 Agreement) for base construction and installation of parkland improvements for park purposes.
Pre-Closing Conditions:	<p>The City's obligation to complete this Agreement shall be conditional upon satisfaction, or waiver by the City, of the following conditions (collectively the "Pre-Closing Conditions"), on or before the earlier of: (i) the issuance of the first Above-Grade Building Permit for the Development (such capitalized terms have the meaning as defined in the Section 37 Agreement) or (ii) three hundred and sixty-five (365) days after the date Official Plan and Zoning By-law Amendment Application No. 18 154389 ESC OZ is approved and the necessary bills have been enacted by City Council, with all appeal period(s) expired or if appealed, the final resolution of the appeal is completed (the "Conditional Period"), which conditions are inserted for the City's sole benefit and which may be waived in whole or in part by the City by notice in writing delivered to Owner 2 at any time on or before the expiry of the Conditional Period:</p> <ol style="list-style-type: none"> 1. Podium Lands to be brought into Base Park Condition; 2. Podium to complete the necessary Phase I/Phase II Environmental Site Assessments ("ESA's"), and complete any required remediation; and 3. Podium to deposit on title a reference plan describing the City Lands and the Podium Lands.
Warranty Period:	Podium to provide security and guarantee, for a period of two (2) years from the date of closing, that the Podium Lands have been constructed in a good and workmanlike manner in accordance with the City's standards and specifications for Base Park Condition.
Due Diligence Period:	The City can conduct due diligence for a period of time expiring at 4:30 p.m. on the 90 th day after the City's waiver or satisfaction of all of the Pre-Closing Conditions.
Closing Date:	The Closing(s) shall occur on the 45 th day after the City's waiver or satisfaction of all of the Due Diligence Conditions, or at such earlier or later date as the parties, or their respective solicitors, may mutually agree in writing.
Other Terms & Conditions:	Podium shall pay any Land Transfer Tax payable in connection with the transfer of the City Lands to Podium; and Podium shall pay on behalf of the City any Land Transfer Tax payable in connection with

the transfer of the Podium Lands to the City. Podium shall also be responsible for the HST payable in respect of the conveyance of the Podium Lands to the City.

Podium shall be responsible for all costs relating to the registration of the land conveyance, including the cost of preparing any surveys and/or reference plan(s) relating to the same, and costs for third-party review the ESA's.

Podium will comply with the City's Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry, and further agrees to comply with any collective agreements to which the City is bound in the Institutional, Commercial and Industrial sector (ICI) of the construction industry.