

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

TRACKING NO.: 2021-298

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

Prepared By:	Miles Argue	Division:	Corporate Real Estate Management
Date Prepared:	November 3, 2021	Phone No.:	416-397-7522

Purpose	To obtain authority for the City of Toronto, in its capacity as owner of Block 2 on Plan 66M-2542 (the "R6 Lands") to enter into a shared easterly roadway agreement (the "SERA") with Aquabella Bayside Toronto Inc. (the "Declarant"), the owners of the subject lands in a proposed condominium declaration (the "Aquabella Condominium Lands").
Property	The easterly portion or extension of the private roadway known as Edgewater Drive that comprises part of the proposed common elements of the Aquabella Condominium Lands and that is more particularly described as Part 1 on Plan 66R-32009 (the "Shared Easterly Roadway"). Included within the Shared Easterly Roadway are those lands legally described as Parts 1-3 on Plan 66R-30748 (the "North Edgewater Strip")
Actions	1. Authority be granted for the City to enter into the SERA, substantially on the terms and conditions outlined herein, and on such amended and/or other terms as may be acceptable to the Manager, Real Estate Services, and in a form satisfactory to the City Solicitor.
Financial Impact	There is no financial impact to the City. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	As part of the City's Waterfront Revitalization initiative, the R6 lands have been set aside for the development of approximately 215 affordable rental units (the "R6 Affordable Housing Project") which will be operated by a non-profit housing provider (the "R6 Lessee") under the terms of a future 99-year lease. It is intended that the Shared Easterly Roadway will serve as the primary means of ingress and egress to and from the R6 Affordable Housing Project. Accordingly, the SERA has been negotiated to ensure that the Shared Easterly Roadway shall be accessible and used by the residents, tenants, occupants, invitees and/or licensees of the R6 Affordable Housing Project, and the general public, as if it were a public thoroughfare or public road. Once construction is commenced by the City or the R6 Lessee (collectively, the "R6 Owner") to build the R6 Affordable Housing Project, certain alterations to or encroachments upon the North Edgewater Strip will be required, including the construction or alteration of curbs, sidewalks, or driveways, the planting of street trees, the installation and encroachment of shoring systems, the right to overhead crane swings, together with the temporary closure or occupation of portions of the Shared Easterly Roadway (collectively, the "Future Alteration Rights"). Accordingly, the SERA has been negotiated to secure the Future Alteration Rights in order to facilitate construction of the R6 Affordable Housing Project by the R6 Owner. The SERA also sets out the standards and procedures for the operation, maintenance, and management of the Shared Easterly Roadway, including the cost-sharing arrangements between the parties (the "Contributing Neighbours"); however, the agreement is clear that neither the City, nor the R6 Lessee, will be required to become a Contributing Neighbour, or share in the cost of any maintenance or repairs, except for any costs arising out of damage to the Shared Easterly Roadway caused by the City or by those for whom it is responsible at law.
Terms:	See Appendix 'B' attached

Property Details	Ward:	Spadina-Fort York
	Assessment Roll No.:	n/a
	Approximate Size:	Irreg.
	Approximate Area:	1807 m ² ± (19,450.4 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 checked="" 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 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:	Joe Cressy	Councillor:	
Contact Name:	Tom Davidson	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:	No Objections	Comments:	

Consultation with Divisions and/or Agencies

Division:	Waterfront Secretariat	Division:	Insurance & Risk Management/Financial Planning
Contact Name:	Jayne Naiman	Contact Name:	Ren Penu/Ciro Tatantino
Comments:		Comments:	Comments Incorporated (email 2021.10.29 & 2021.11.01)

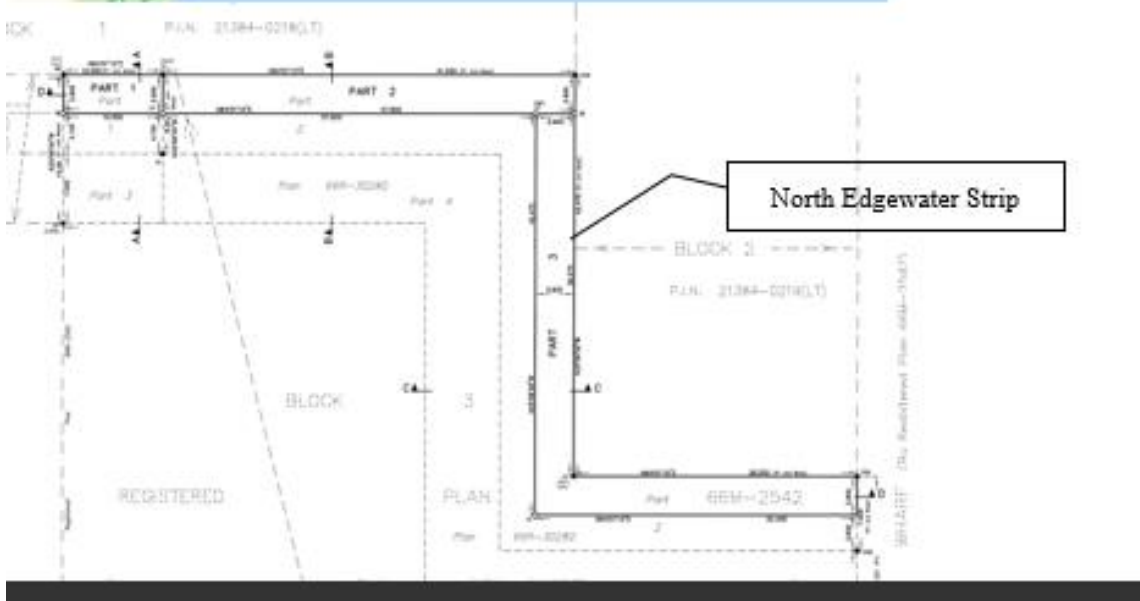
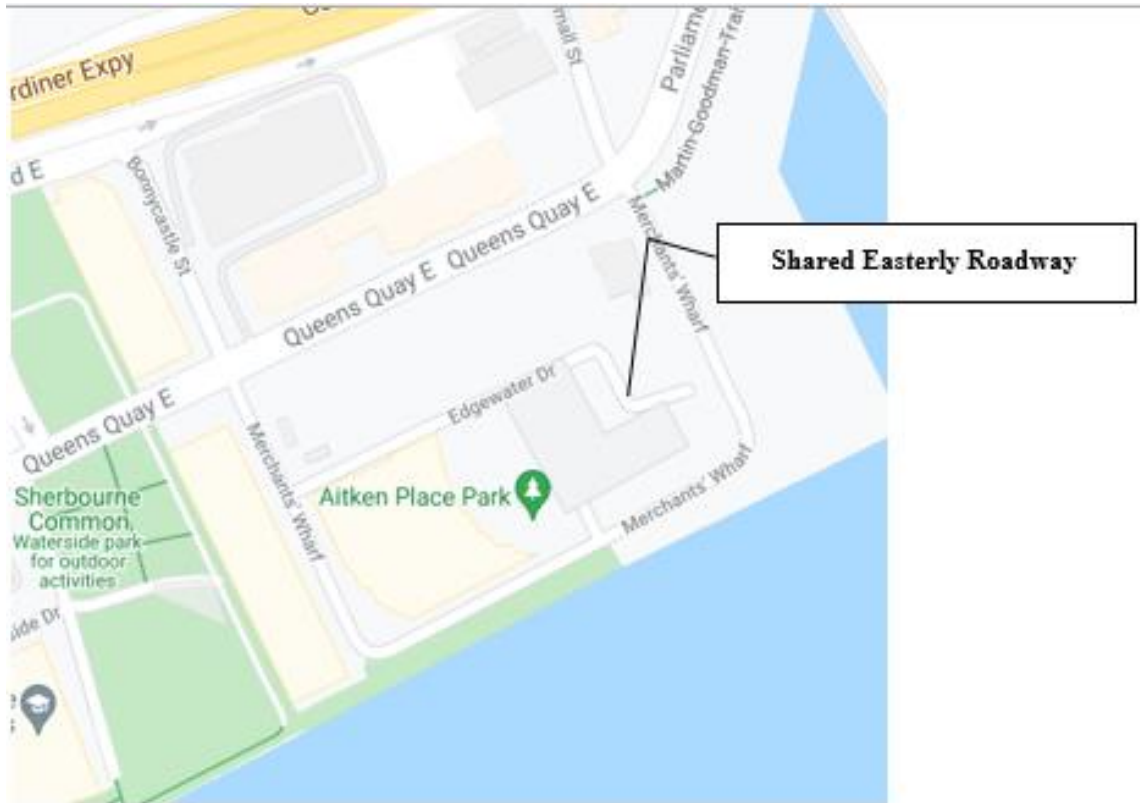
Legal Services Division Contact

Contact Name: Lorna Lennox (2-6614) (email 2021.11.03)

DAF Tracking No.: 2021-298	Date	Signature
Concurred with by: Manager, Real Estate Services Ronald Ro	Nov. 9, 2021	Signed by Ronald Ro
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Scott Delahunt	Nov. 9, 2021	Signed by Scott Delahunt
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Appendix "A"

Property Map and Location



Appendix "B"

Terms and Conditions

1. The Lands: the "Easterly Roadway" (being the easterly portion of Edgewater Drive – Part 1 on 66R-32009 - attached), including sidewalks and landscaped elements. The 3.9m North Edgewater Strip is a subset of those lands, being Parts 1, 2 and 3 on 66R-30748. There is a Shared Easterly Roadway Committee that appoints a manager to insure and maintain the SER (Article 7), and reciprocal agreements with the owners and users of the Shared Westerly Roadway (Article 8). The intent is the Westerly and Easterly Roadway be managed and maintained in a consistent manner.
2. The Parties:
 - a. The Future Aquabella Condo
 - b. Aquabella Declarant
 - c. Hines – as developer/future developer of C1 and C2 [T3 may be added as a separate party]
 - d. City – as future developer of R6
3. Permitted users: as per Section 3.01, the Easterly Roadway may be used as a public thoroughfare or public road by the Aquabella Contributors (Aquabella Condo and Aquabella Retail), the Child Care Owner, the Neighbouring Owners, and the general public. Section 4.02 sets out temporary restrictions (repair, maintenance, construction rights of C1, C2 or R6)
4. "Benefitting Owners" – as per Section 2.01(f) – being the owners of the following lands:
 - a. Aquabella Retail Owner
 - b. Child Care Owner
 - c. Aquavista Condo
 - d. Artscape Project Owner
 - e. Aquavista Retail Owner
 - f. Aquavista Commercial Parking Owner
5. "Neighbouring Owners" – as per Section 2.01(l) – the owners of the following lands:
 - a. Aquavista Condo lands
 - b. Aquavista Retail lands
 - c. Aquavista Commercial parking garage lands
 - d. Artscape Project lands
 - e. C1
 - f. C2
 - g. R6
6. "Contributing Owners" are parties that contribute to the costs of maintaining and operating the Easterly Roadway, being: Aquabella condo, Aquabella Retail, and a Neighbouring Owner that signs an agreement agreeing to pay such costs. However, as set out in the recitals, neither the City nor the R6 Developer has any obligation to contribute towards the Shared Easterly Roadway Costs.
7. Coordination Obligation of R6: as per s. 4.03, the C1, C2 and R6 Owners will coordinate and cooperate with each other in the exercise of their respective rights.
8. Construction Rights of R6: these are laid out in Section 10.01, and are, briefly:
 - a. Shoring system into the North Edgewater Strip
 - b. Block access to North Edgewater Strip via hoarding during construction of R6 for 30 months
 - c. Right to temporarily block the northerly/easterly driving lane for deliveries during construction
 - d. Right to swing a crane over Aquabella, which right is also secured in Transfer of Easement registered as AT5840470
 - e. Right to temporarily block the North Edgewater Strip after construction completion, for future maintenance, repair or renovation work
 - f. Right to install light standards

The R6 Owner has to provide notice before starting construction (s.10.08) and maintain insurance (s.10.09).

9. Liability of City for R6 Development: in s. 10.07, the R6 Owner provides an indemnity for its exercise of the construction rights. In Section 14.05 and 14.07, the R6 Owner agrees to repair any damage it causes. As per newly-added s. 24.04, upon the City transferring [or ground leasing] the R6 lands to the R6 developer, the City will be automatically released, and the parties agree to sign a re-stated agreement with the R6 Transferee on request.
10. Assignment of Rights and Release from Liability: The rights and obligations of the City as R6 developer flow to a future owner or ground lessee, whether or not they develop the site as an affordable housing project (s. 10.10(b)). The City will be automatically released if the lands are developed by "anyone else who is not related, associated or affiliated with the City of Toronto" (s. 10.10(b)). If the City or its ground lessee is not ultimately the developer of R6, then the R6 Transferee gets the City's entitlements and City is automatically released when the R6 Lands are developed by "anyone else who is not related, associated or affiliated with the City of Toronto" (s. 24.04(a)) and the parties will sign a restated agreement upon request (s. 24.04(b)).