

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

**TRACKING NO.: 2022-130**

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

Prepared By:	Mike Saffran	Division:	Corporate Real Estate Management
Date Prepared:	June 22, 2022	Phone No.:	(416) 392-7205

<b>Purpose</b>	To obtain approval for the City (the "City") to enter into three assumption agreements (the "Agreements") with Scrivener Square Nominee Inc. (the "Purchaser") and the Canadian Imperial Bank of Commerce (the "Chargee") respectively, so that the Chargee assumes the benefits and obligations of the negative support easements registered as Instrument No's. AT5315307 and AT5636953 (the "NSE's") and the Structural Elements Easement registered as Instrument No. AT5636954 (the "SEE") on title to the Property, in the event the Chargee ever becomes mortgagee in possession. Authority be obtained to remove the s.118 Restriction on title as it is no longer applicable as the two year restrictive covenant (the "Covenant") has expired.
<b>Property</b>	Part of PINs 21119-0383 (LT), 21119-0385 (LT), 21119-0387 (LT) and 21119-0405 (LT) in the Land Registry Office of Toronto (No. 66), as more particularly set out in the Agreements and Covenant (collectively, the "Property").
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into the Agreements with the Purchaser and Chargee, substantially on the major terms and conditions set out herein, and including such other or amended terms and conditions as may be deemed appropriate by the Director, Transactions Services and in a form acceptable to the City Solicitor.</li> <li>2. Authority be granted to remove the s.118 Restriction on title as the Purchaser has not sold the property for a profit nor obtained any additional development rights during the two year period of the restrictive covenant.</li> </ol>
<b>Financial Impact</b>	<p>There is no financial impact resulting from this approval. This a nominal sum Consent and Agreement. An administrative fee of \$267.76 (plus HST) will be paid by the Purchaser to the City for each Agreement, as required by Chapter 441, Appendix C Schedule 15 of the Toronto Municipal Code. A total of \$803.28 (plus HST) will be paid as fees to the City.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section</p>
<b>Comments</b>	<p>The City Manager authorized on October 21, 2019, the sale of a portion of the L-shaped public lane, south of Scrivener Square (the "Lane") in DAF 2019-146 and an Agreement for Purchase and Sale was executed by the City on October 22, 2019 (the "APS").</p> <p>As such, transfer of portions of and easements in the Lane to the Purchaser occurred in phases. Most of the Lane, excluding only the subsurface segment comprising the tunnel lands were sold as the first stage of the transaction ("Phase 1"), part of which was subject to a negative support easement to protect the subway tunnel infrastructure below. The Phase 1 closing took place on December 9, 2019.</p> <p>TTC approval was received regarding subsurface structures that will form part of the proposed development. A portion of the tunnel lands was also sold, subject to the reservation of a negative support easement ("NSE"), along with an easement for subsurface structural elements in remaining portions of the tunnel lands. These lands were transferred to the Purchaser in the second stage of the sale transaction ("Phase 2") which took place on January 28, 2021.</p> <p>Real Estate Services staff have determined with the developer that they have not sold the Property for a profit, and have determined from City Planning staff, that the Purchaser has not applied for, nor obtained, planning permission in excess of the base amount of square footage as set out in the APS. The s.118 Restriction can be removed from title as the two year period of the restrictive covenant has now expired.</p>
<b>Terms</b>	Agreement Major Terms and Conditions – Please see Page 4

<b>Property Details</b>	<b>Ward:</b>	11 – University-Rosedale
	<b>Assessment Roll No.:</b>	N/A
	<b>Other Information:</b>	Closed Public lane

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 &amp; Parks &amp; 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><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 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"/> (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 &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 type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input checked="" 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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:	Mike Layton	Councillor:	
Contact Name:	Angela Surdi	Contact Name:	
Contacted by:	<input checked="" 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:	No objections – June 21, 2022	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	City Planning	Division:	<b>Financial Planning</b>
Contact Name:	Kevin Friedrich	Contact Name:	Filisha Jenkins
Comments:	Concurs with submission of DAF – June 8, 2022	Comments:	Concurs with FIS – June 22, 2022

**Legal Services Division Contact**

Contact Name: Dale Mellor – June 21, 2022

DAF Tracking No.: 2022-130	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Portfolio Management Vinette Prescott-Brown</b>	June 23, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Transaction Services Alison Folosea</b>	June 23, 2022	Signed by Alison Folosea

**DAF 2022-130 Major Terms and Conditions**

The major terms and conditions of the Agreement between the City, the Purchaser and the Chargee are summarized below:

1. The Chargee hereby agrees with the City that during any period of time that it is the owner of, or a mortgagee in possession of all or any part of the Property it shall observe and perform all of the obligations of the Purchaser under the NSE's and SEE and during such period agrees to be bound by the terms and conditions of the NSE's and SEE as if it were an original party thereto and executed the same in the place and stead of the Purchaser.
2. During the period described in Section 1, the Chargee shall have the benefit of the NSE's and SEE.
3. The Chargee will be fully released, relieved and forever discharged from all obligations and/or liabilities arising under the NSE's and SEE and shall no longer be entitled to the benefit thereof when it ceases to be the owner of or directly or indirectly in possession of the Property.

Appendix "A"

