

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

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	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.			
cial Officer and Treas Financial Impact secti		DAF and agrees with the financial implications as		
The City Manager authorized on October 21, 2019, the sale of a portion of the L-shaped public lane, south of Scrivene 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").				
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.				
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 the Purchaser in the second stage of the sale transaction ("Phase 2") which took place on January 28, 2021.				
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 is excess of the base amount of square footage as set out in the APS. The s.118 Restriction can be removed from title the two year period of the restrictive covenant has now expired.				
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Purchase/Sale; Direction re Title (j) Documentation relating to Land Titles			(j) Documentation relating to Land Titles
applications (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 (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

X 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:	X Phone X E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other				
Comments:	No objections – June 21, 2022	Comments:					
Consultation with Divisions and/or Agencies							
Division:	City Planning	Division:	Financial Planning				
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
X Recommended by: Approved by:	Manager, Portfolio Management Vinette Prescott-Brown	June 23, 2022	Signed by Vinette Prescott-Brown
X Approved by:	Director, Transaction Services Alison Folosea	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:

- 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"

Clair Av W Rosedale Pleasant Z St Michael's Linden AN Bidge Rosehill S Dr St Rosehill David A Cemetery Reservoir Ballour Prba Carstowe Rd te Arms Ű. Summerhill Park Jackes Av H arady AN York AN bo Balmoral Rd 5 Woodlawn Su Av E Summerhill rego Whitehall AN oral 🖬 Famham 1300 Woodlawn Av W AV Douglas 5 35 Rosedale 2 done Highand land Mathersfield Walker Aven ttesbury Park aSallo 10 Alcom Av. Pricefield Rd Roseda AN Or Oaklanda airch 82 Roxborough 2 Sta ŏ AN SUBJECT Park Drive Rowanwood strut S Cottingh Me A Marborough Marborough Boxborough S Lamp 2 rescent Ro 5 Crescent Ramsden Gibson 9 Roxborough 2 AN ROSEDALE SI £ Ne a Park Dupont Chicota Av DAVPK II DE Pears S AY - 0 Hillsboro Av AN odith Ű. Rd Cr evenport Elm AV & DAV Brankson Bishop Hali Berom MTVO Rosedale B Tranby Av AP AN Q 5 5

