

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2022-062

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:	November 16, 2022	Phone No.:	(416) 392-7205

Purpose	To authorize an exchange of lands with Dandaw Developments Limited (hereafter, "Owner 2") for the City-owned lands, a portion of Guest Avenue adjacent to 10 and 18 Dawes Road (the "City Exchange Lands") in exchange for a portion of 10 and 12 Dawes (the "Owner 2 Lands") to be conveyed to the City for future public lane purposes.
Property	The City Exchange Lands being conveyed are legally described as: Part of PIN 21013-0250 (LT), Part of Lot 12, Registered Plan 666, City of Toronto, designated as Parts 1 and 17 on Plan 66R-32280. The Owner 2 Lands being acquired are legally described as: Part of Lot 13, 14, 15 and 16, Plan 666 (East Toronto), Toronto, City of Toronto, designated as Parts 2, 5, 8, 11, 12, 13 on Reference Plan 66R-32280 (being parts of multiple PINs).
Actions	<ol style="list-style-type: none"> The City enter into a Land Exchange Agreement (the "Agreement") with Owner 2 for the transfer of the City Exchange Lands, in exchange for the Owner 2 Lands, subject to any required easements for a nominal sum consideration. The Agreement shall be based on the terms outlined in Table 1 attached and on such other or amended terms as deemed appropriate by the Deputy City Manager, Corporate Services, and in a form satisfactory to the City Solicitor. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, on such terms as she considers reasonable. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The exchange of lands between the City and Owner 2 is a nominal sum transaction whereby each party is conveying its lands without additional payment of consideration by the other. Owner 2 shall be responsible for Land Transfer Tax payable on the lands being conveyed by the City. In turn, the City shall be responsible Land Transfer Tax payable on the lands being conveyed by Owner 2.</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>
Comments	<p>Owner 2 owns several parcels of land identified as 10, 12, 18, 20 and 30 Dawes Road where it intends to develop a residential condominium (the "Development") and requires ownership of the City Exchange Lands to optimally undertake its development. The Owner 2 Lands are to be used by the City for future public lane purposes. Dandaw Developments Limited is the registered owner of the Owner 2 Lands and Marlin Spring is the operational entity for the Development.</p> <p>In accordance with the City's Real Estate Disposal By-law, No. 814-2007, the City Exchange Lands were declared surplus on November 5, 2021 (DAF No. 2021-296) with the intended manner of disposal to be by inviting an offer to purchase from Owner 2. In addition, Notice to the General Manager, Transportation Services to initiate the process to permanently close the City Exchange Lands was authorized by the Director, Transaction Services in (DAF 2021-302) on November 8, 2021.</p> <p>All steps necessary to comply with the City's real estate disposal process as set out in Chapter 213 of the City of Toronto Municipal Code have been complied with. The terms and conditions of the exchange of lands are outlined herein and in Table 1 on page 4.</p>

Property Details	Ward:	19 Beaches-East York		
	Assessment Roll No.:	N/A		
	Areas from Plan 66R-33280:	City Exchange Lands	Owner 2 Lands	
		Part 1 317.0 m ² (3,412.16 ft ²)	Part 2, 5, 8	348.6 m ² (3,752.30 ft ²)
		Part 17 27.3 m ² (293.86 ft ²)	Part 11	27.1 m ² (291.7 ft ²)
			Part 12	7.8 m ² (83.96 ft ²)
			Part 13	14.7 m ² (158.23 ft ²)
		Total area – 344.3 m ² (3,706.0 ft ²)	Total area –	398.2 m ² (4,286.19 ft ²)

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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/REOs:</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/Licensor):</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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- 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:	Brad Bradford	Councillor:	
Contact Name:	Ashley Millman	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 response received – September 19, 2022	Comments:	

Consultation with Divisions and/or Agencies

Division:	Transportation Services / City Planning	Division:	Finance
Contact Name:	Troy Caron / Carly Bowman, Helen Song	Contact Name:	Filisha Jenkins
Comments:	Concurs – Sept 19/22; Concurs – Sept 12/22	Comments:	Concurs with FIS – September 9, 2022

Legal Services Division Contact

Contact Name: Rebecca Hartley – September 8, 2022

DAF Tracking No.: 2022-062	Date	Signature
Recommended by: Manager, Transaction Services(acting) Van Hua	Nov. 16, 2022	Signed by Van Hua
Recommended by: Director, Transaction Services Alison Folosea	Nov. 18, 2022	Signed by Alison Folosea
<input checked="" type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input type="checkbox"/> Approved by: Patrick Matozzo	Nov. 20, 2022	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Scioli	Nov. 22, 2022	Signed by Josie Scioli

Table 1 – Terms and Conditions of Land Exchange Agreement

Matter	Land Exchange Agreement Provisions
Parties	<ul style="list-style-type: none"> ● Dandaw Developments Limited (referred to herein as Owner 2) ● City of Toronto (referred to herein as the City)
Lands to be Conveyed to Owner 2	<ul style="list-style-type: none"> - the City Exchange Lands; for incorporation in the Development - valued for land transfer tax purposes: \$3,848,000.00
Lands to be Conveyed to the City	<ul style="list-style-type: none"> - the Owner 2 Lands; future use as a public lane - valued for land transfer tax purposes: \$4,835,000.00
Owner 2 Acknowledgements	<ul style="list-style-type: none"> - accepts City Exchange Lands in their "as-is, where is" condition - shall make reasonable commercial efforts to undertake the design and construction of storm sewer infrastructure to serve that portion of Guest Avenue retained by the City, the Development lands, the Owner 2 lands and the City Exchange Lands in advance of closing (referred to herein as the Relocation) where the Relocation does not occur, Owner 2 shall acquire the City Exchange Lands subject to a City retained easement for existing storm water management infrastructure in the City Exchange Lands - Owner 2 shall release the City from any claims relating to hazardous substances of the City Exchange Lands - Owner 2 shall indemnify the City from any claims resulting from the Closing By-law for the City Exchange Lands
City Acknowledgements	<ul style="list-style-type: none"> - Owner 2 Lands at the risk of the City as of closing - where the Relocation has occurred prior to closing to the satisfaction of the City's Chief Engineer, the City will not retain an easement over the City Exchange Lands on closing
Section 37 Compliance Condition	<ul style="list-style-type: none"> - closing of the transaction is conditional upon certain road build-out conditions set out in the Section 37 Agreement executed by the Parties on August 11, 2022 registered as Instrument No. AT6156487 to be undertaken within the Section 37 Compliance Conditional Period - Section 37 Compliance Conditional Period ends December 31, 2023 - where the work set out herein has not been completed within this time frame, the Agreement shall be at an end (subject to any agreement to extend)
Title	<ul style="list-style-type: none"> - Owner 2 shall provide the City with a title opinion on closing re: the Owner 2 Lands - Owner shall undertake its own title review of the City Exchange Lands
Closing Date	<ul style="list-style-type: none"> - 15 days after the Section 37 Compliance Condition has been completed
Closing Costs	<ul style="list-style-type: none"> - Owner 2 shall pay LTT in connection with the transfer of the City Exchange Lands to Owner 2 - City shall pay LTT in connection with the transfer of the Owner 2 Lands to the City of Toronto - the lands are not an exempt supply for HST purposes and each party shall be responsible to self-assess (and where the Owner 2 is not a registrant, Owner 2 will pay HST on Closing) - Owner 2 shall pay for the registration costs of all Transfers - each party shall pay its own solicitor, consultant and surveying costs

Appendix "A"- location map and Plan 66R-33280

