

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

TRACKING NO.: 2020-219

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

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|----------------|----------------|------------|----------------------------------|
| Prepared By: | Trixy Pugh | Division: | Corporate Real Estate Management |
| Date Prepared: | August 7, 2020 | Phone No.: | (416) 392-8160 |

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|-------------------------|---|
| Purpose | To obtain authority for the City of Toronto (the " Grantee ") to enter into an easement transfer agreement (the " Agreement ") with Christopher Yeh-Kwok Lee and Patricia Lee Martyn (collectively, the " Grantor ") to acquire for and on behalf of Toronto Transit Commission (" TTC ") a permanent easement (the " Easement ") over part of the lands and premises known municipally as 38 Minto Street shown in Appendix "A", such part being designated as Part 1 on Plan 63R-1408 (the " Easement Lands ") as shown in Appendix "B" for the purpose of access to and egress from a public highway to the noise wall and chain link fence located along the western boundary of the lands and premises owned by the TTC as agent of the Grantee. |
| Property | Part of the property known municipally as 38 Minto Street, Toronto, Ontario, more particularly described as Lot 14 on Plan 633 City East subject to CT282431; City of Toronto, being all of PIN 21392-0114 (LT) in the Land Registry Office of Toronto (No.66) in Land Titles Division and further shown as Part 1 on Plan 63R-1408. |
| Actions | Authority be granted to enter into the Agreement with the Grantor for the Easement over the Easement Lands, on the terms and conditions outlined herein and in a form acceptable to the City Solicitor. |
| Financial Impact | <p>The total cost to the City is \$14,000.00 (plus HST) or \$14,246.40 (net of HST recoveries) as detailed below: Permanent Easement = \$10,000.00 (plus HST) or \$10,176 (net of HST recoveries) Legal Fees = \$4,000.00 (plus HST) or \$4,070.40 (net of HST recoveries)</p> <p>Funding is available in the 2020 Council Approved Capital Budget and 2021-2029 Capital Plan for the Toronto Transit Commission (TTC) under capital account CTT110-1 – Other Buildings and Structures Projects.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p> |
| Comments | <p>The Russell Carhouse (the "Yard"), located at 1411 Queen Street East, is a City-owned property under the operational management of TTC. The Yard is required to operate at regular capacity until 2020 due to TTC customer service commitments. As a result of the proximity of the Yard to some adjacent residential properties, the TTC is constructing a new sound wall with the goal of reducing noise during its hours of operation.</p> <p>The permanent easement is required to facilitate the construction of the sound wall, as well as to provide access to TTC for future cleaning and maintenance of the wall.</p> |
| Terms | See page 4 |

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| Property Details | Ward: | 14 – Toronto-Danforth |
| | Assessment Roll No.: | Part of 1904-08-1-260-04700 |
| | Approximate Size: | 2.3 m x 33.5 m ± (7.5 ft x 110 ft ±) |
| | Approximate Area: | 76.65 m ² ± (825 ft ² ±) |
| | Other Information: | |

| A. | Manager, Real Estate Services has approval authority for: | Director, Real Estate Services has approval authority for: |
|--|--|--|
| 1. Acquisitions: | <input type="checkbox"/> Where total compensation does not exceed \$50,000. | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. |
| 2. Expropriations: | <input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000. | <input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. |
| 3. Issuance of RFPs/REOs: | Delegated to more senior positions. | <input type="checkbox"/> Issuance of RFPs/REOs. |
| 4. Permanent Highway Closures: | Delegated to more senior positions. | <input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law. |
| 5. Transfer of Operational Management to Divisions, Agencies and Corporations: | Delegated to more senior positions. | Delegated to more senior positions. |
| 6. Limiting Distance Agreements: | <input type="checkbox"/> Where total compensation does not exceed \$50,000. | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. |
| 7. Disposals (including Leases of 21 years or more): | <input type="checkbox"/> Where total compensation does not exceed \$50,000. | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. |
| 8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: | Delegated to more senior positions. | <input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan. |
| 9. Leases/Licences (City as Landlord/Licensor): | <input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000. | <input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million. |
| | <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. | <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. |
| | Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position. | Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position. |
| 10. Leases/Licences (City as Tenant/Licensee): | <input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000. | <input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million. |
| 11. Easements (City as Grantor): | <input type="checkbox"/> Where total compensation does not exceed \$50,000. | <input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. |
| | Delegated to more senior positions. | <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration. |
| 12. Easements (City as Grantee): | <input checked="" type="checkbox"/> Where total compensation does not exceed \$50,000. | <input type="checkbox"/> Where total compensation does not exceed \$1 Million. |
| 13. Revisions to Council Decisions in Real Estate Matters: | Delegated to more senior positions. | <input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)). |
| 14. Miscellaneous: | Delegated to more senior positions. | <input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences |
| | | <input type="checkbox"/> (b) Releases/Discharges |
| | | <input type="checkbox"/> (c) Surrenders/Abandonments |
| | | <input type="checkbox"/> (d) Enforcements/Terminations |
| | | <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates |
| | | <input type="checkbox"/> (f) Objections/Waivers/Cautions |
| | | <input type="checkbox"/> (g) Notices of Lease and Sublease |
| | | <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner |
| | | <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title |
| | | <input type="checkbox"/> (j) Documentation relating to Land Titles applications |
| | | <input type="checkbox"/> (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 (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 | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property | | | |
| Consultation with Councillor(s) | | | |
| Councillor: | Councillor Fletcher | | Councillor: |
| Contact Name: | Councillor Fletcher | | Contact Name: |
| Contacted by: | Phone | <input checked="" type="checkbox"/> E-Mail | Memo |
| | | | Other |
| Comments: | Advised by email April 6, 2020 | | Comments: |
| Consultation with Divisions and/or Agencies | | | |
| Division: | TTC | | Division: |
| Contact Name: | Duane Lovelace | | Contact Name: |
| Comments: | Incorporated into DAF (August 7, 2020) | | Comments: |
| | | | Financial Planning |
| | | | Contact Name: |
| | | | Filisha Jenkins |
| | | | Comments: |
| | | | Incorporated into DAF (August 12, 2020) |
| Legal Services Division Contact | | | |
| Contact Name: | Stefan Radovanovich (August 13, 2020) | | |

| DAF Tracking No.: 2020-219 | Date | Signature |
|---|----------------------|-------------------------------|
| Concurred with by: Manager, Real Estate Services Melanie Hale-Carter | Aug. 14, 2020 | Signed by Melanie Hale-Carter |
| <input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas | Aug. 14, 2020 | Signed by Daran Somas |
| <input checked="" type="checkbox"/> Approved by: | | |
| <input type="checkbox"/> Approved by: Director, Real Estate Services | | X |

Terms

Major Terms and Conditions

Notice:

The Grantee to provide the Grantor forty-eight (48) hours' written notice prior to the start of construction, except that the TTC or the Grantee shall only be required to give such written notice as is practical in the circumstances of an emergency (such notice being a "**Work Notice**"). The Work Notice shall provide a best-guess estimate of the duration of such activities, provided that the TTC or the Grantee may extend the duration in its sole and unfettered discretion and without further notice to the Grantor.

Closing Date:

Grantee to provide at least ten (10) days' prior written notice fixing a closing date.

Fees:

Permanent Easement: Ten Thousand Dollars (\$10,000.00) plus HST

Legal fees: Four Thousand Dollars (\$4,000.00) plus HST

In addition to fees above, Grantee to pay all other costs associated with the preparation and registration of Transfer of Easement

Restoration:

Upon the completion of the Grantee's work, the Grantee shall remove all chattels and equipment belonging to TTC and/or the Grantee, and restore the Easement, Lands to the condition existing immediately prior to the construction of the Grantee's work, save and except the grass which may be replaced with crushed gravel, or as near as is reasonably possible in consideration of the Grantee's work.

Insurance:

At all times during the term of the Easement, the TTC or the Grantee shall maintain adequate liability insurance with respect to the works and/or the Easement. The Grantor will acknowledge that the TTC or the Grantee may elect to self-insure and, if so, will be deemed to have satisfied its insurance obligations under the Agreement.

Indemnity:

The Grantee covenants to indemnify and save harmless the Grantor from and against any and all claims which may be brought against or made upon the Grantor, and against all losses, costs, damages, charges and expenses which may be incurred, sustained or paid by the Grantor arising directly out of any breach by the Grantee of the Easement and/or any grossly negligent act or willful misconduct of the Grantee or persons for whom it is in law responsible in exercising the Grantee's rights in the Easement, including, in all such cases, the reasonable costs of the Grantor in defending any such actions, suits, claims or demands, save and except to the extent that they are caused or contributed to by breach of the terms of the Easement by the Grantor or the negligent act or omission or willful misconduct of the Grantor or any person for whom the Grantor is responsible in law. The liability of the Grantee under the foregoing indemnity is limited to the proceeds of insurance the Grantee is required to maintain pursuant to the Agreement.

Appendix "A": Location Map of Property & Easement Lands



