

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

TRACKING NO.: 2020-236

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

| | | | |
|-----------------------|--------------------|-------------------|----------------------------------|
| Prepared By: | Bruno Iozzo | Division: | Corporate Real Estate Management |
| Date Prepared: | September 16, 2020 | Phone No.: | (416) 392-8151 |

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|-------------------------|--|
| Purpose | To obtain authority to acquire a permanent easement (the "Easement") from Agostino Falzi (the "Owner") on a portion of the Owner's property to complete "Watercourse Management Works" on the adjacent Silver Creek Channel along the northern border of the Property. |
| Property | A portion of the vacant property municipally known as 150 Edenbridge Drive and legally described as Part of Lot 19, Plan 789, being Part 3 and 4 on Plan 64R-6088, City of Toronto; being all of PIN 07488-0131 (LT). The Property's location is shown on the maps attached hereto as Appendix "B". The Easement is shown as Parts 1, 2 (Access Easement Lands) and Part 3 (Works Easement Lands) on the Draft Reference Plan attached hereto as Appendix "C" (collectively the "Easement"). |
| Actions | 1. Authority is granted for the City to acquire the Easement from the Owner on a portion of the Property, on the terms and conditions set out in Appendix "A", and in a form acceptable to the City Solicitor. |
| Financial Impact | The Owner agreed to convey the Easement to the City for \$3,000.00 plus applicable taxes (or \$3,052.80 net of HST recoveries). The City will also incur approximately \$100.00 in land transfer taxes and registration costs. Funding for these costs (totaling \$3,152.80) is available in the 2020 Council Approved Capital Budget and Plan for Toronto Water under account CWW466-08. The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial implications as identified in the Financial Impact section. |
| Comments | The Property is subject to an existing easement (Instrument Number EB282814) in favour of the City (the "1964 Easement"). The 1964 Easement permits the City to perform watercourse management works to mitigate erosion of the banks of the Silver Creek Channel, located along the northern border of the Property. In 2008, the City undertook to rebuild the erosion control works on the 1964 Easement lands. On completion of the project, the Owner advised that portions of the 2008 works (an armourstone wall) encroached on the Owner's private property, beyond the extent of the 1964 Easement. The Owner brought legal action against the City for the encroachment of the armourstone wall. Mediation resulted in a settlement (of which some details remain confidential) whereby the City will acquire a new 2.5 meter wide easement on the Property (located directly adjacent to the existing 1964 Easement lands) to encompass all erosion control measures installed during the 2008 project and permit future mitigation work. As part of the settlement, both parties will execute a mutual full and final release and the Owner will consent to an order dismissing the legal action against the City. |
| Terms | Please see Appendix "A" located on page 4. |

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|-------------------------|-----------------------------|---|
| Property Details | Ward: | 2 – Etobicoke Centre |
| | Assessment Roll No.: | 19 19 023 120 052 50 |
| | Approximate Size: | |
| | Approximate Area: | 140.9 m ² (Access Easement Lands) + 86.7 m ² (Works Easement Lands) |
| | Other Information: | |

| A. | Manager, Real Estate Services has approval authority for: | Director, Real Estate Services has approval authority for: |
|--|---|--|
| <p>1. Acquisitions:</p> <p>2. Expropriations:</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/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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</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 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 checked="" 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"/> 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 | | | | | | | | | | |
|---|--|-------------------------------|-------------------------------------|--------|--|---------------|--|--|--|--|
| <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: | | Stephen Holyday | | | | Councillor: | | | | |
| Contact Name: | | Sheila Henderson | | | | Contact Name: | | | | |
| Contacted by: | | Phone | <input checked="" type="checkbox"/> | E-Mail | | Memo | | Other | | |
| Comments: | | No concerns (Sept/15/2020) | | | | Comments: | | | | |
| Consultation with Divisions and/or Agencies | | | | | | | | | | |
| Division: | | Toronto Water | | | | Division: | | Financial Planning | | |
| Contact Name: | | Bill Snodgrass | | | | Contact Name: | | Patricia Libardo | | |
| Comments: | | No comments (Sept/14/2020) | | | | Comments: | | Minor revision included (Sept/15/2020) | | |
| Legal Services Division Contact | | | | | | | | | | |
| Contact Name: | | Vanessa Bacher (Sept/15/2020) | | | | | | | | |

| DAF Tracking No.: 2020-236 | Date | Signature |
|--|----------------|-------------------------------|
| Concurred with by: Acting Manager, Real Estate Services Peter Cheng | Sept. 16, 2020 | Signed by Peter Cheng |
| <input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Melanie Hale-Carter | Sept. 16, 2020 | Signed by Melanie Hale-Carter |
| <input checked="" type="checkbox"/> Approved by: | | |
| <input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea | | |

Appendix "A" – Major Terms

Transferor

Agostino Falzi

Easement Lands

Access Easement Lands (approximately 140.9 m²) displayed as Parts 1 and 2 on the draft R-Plan in Appendix "C"
Works Easement Lands (approximately 86.7 m²) displayed as Part 3 on the draft R-Plan in Appendix "C"

Easement Consideration

\$3,000.00

Indemnity

City shall indemnify and save harmless the Transferor from any and all claims, demands, damages, costs, expenses, and actions in respect of personal injury, death or property damage arising out of the exercise of the permanent easement rights, except to the extent caused and/or contributed to by the negligence or willful misconduct of the Transferor or those for whom the Transferor is at law responsible.

Restoration

Whenever its entry, or entry by the City Representatives, upon the easement lands directly causes or results in disturbance, damage or removal of any improvements or landscaping, which term includes trees and all other vegetation, the City shall restore such improvements or landscaping as nearly as is reasonably possible to the state in which it existed prior to such entry and to complete such restoration, at the City's expense.

Notice of Entry

City to provide the Transferor with at least 24 hours' notice prior to entering In/On the easement lands to exercise the rights (except in cases of an emergency).

Transferor's Covenant

The Transferor shall not nor shall it allow its agents, servants, invitees or any other person, whether by act or omission, to alter or interfere with the City's improvements in any way, including without limitation, burdening the easement lands with any building, structure, material, pavement, equipment, vehicle, tree, landscaping, improvement, load or encumbrance of any kind on either a temporary or permanent basis.

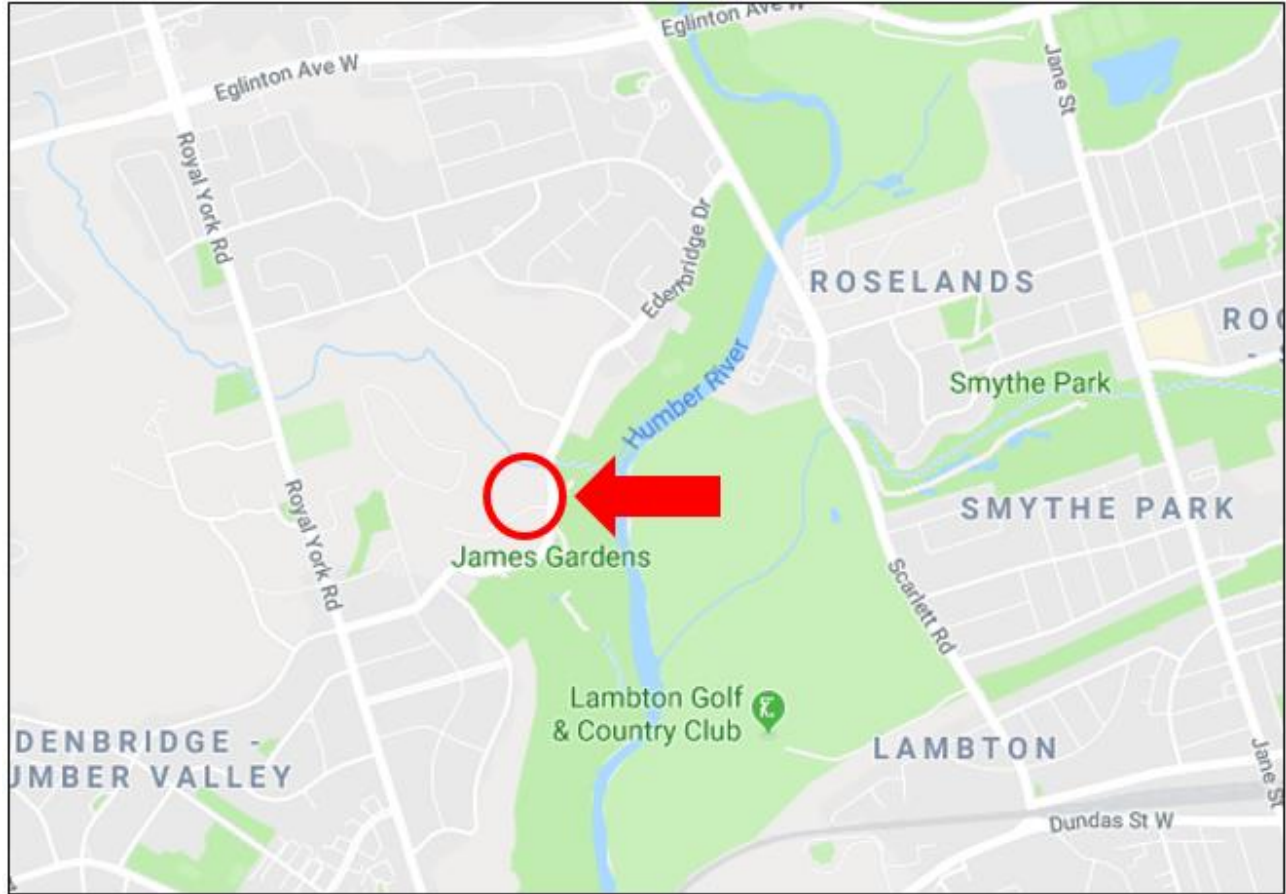
Purpose of Easement

To permit access to and operation of Works including an existing armourstone wall, green gabion basket and existing vanes, weirs, pools, and drains, together with all appurtenances, attachments, apparatus, appliances, markers, fixtures, pipes, equipment and other improvements as well as such other works as the City may deem reasonably necessary or convenient, and to permit Watercourse Management Works.

Watercourse Management Works

Works and services to manage stream erosion processes in the Silver Creek Channel and includes, without limiting the generality of the foregoing, re-grading of stream channel bed and banks, installation of stone protection and other engineering erosion control structures /engineering counter measures, creation of riffles and pools, vegetative slope buttress, and naturalized plantings and all works and services required, as determined by the City in its sole discretion, to stabilize, improve, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge, expand, repair, and realign and open the Silver Creek.

Appendix "B" – Location Map



Appendix "C" – Draft Reference Plan

