

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

**TRACKING NO.: 2020-268**

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

Prepared By:	Irina Fofanova	Division:	Corporate Real Estate Management
Date Prepared:	October 28, 2020	Phone No.:	416-397-0806

<b>Purpose</b>	To obtain authority to acquire a non-exclusive permanent easement in gross (the "Easement") from Manulife Ontario Property Portfolio Inc. (the "Transferor") over a portion of the Transferor's property for the purposes of reconstructing and maintaining a primarily underground multiple drainage system/storm and sanitary sewers and other City Infrastructure (the "Works").
<b>Property</b>	Part of 5353 Dundas Street West, Parts of PIN No. 07549-0095 (LT) and PIN No.07549-0097 (LT): Part of Lot 7, Concession 5 Colonel Smith's Tract, designated as Parts 18 and 19 on Plan 66R-30966, City of Toronto (the "Easement Lands"). The Property's location is shown on the maps attached hereto as Appendix "B".
<b>Actions</b>	1. Authority be granted for the City to acquire the Easement from the Transferor over the Easement Lands, substantially on the terms and conditions set out in Appendix "A", including such other or amended terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
<b>Financial Impact</b>	There is no financial impact resulting from this approval as the acquisition of the Easement is for nominal consideration.  The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
<b>Comments</b>	As authorized by 2016.GM13.2, Metrolinx, the City, the Toronto Transit Commission and the City of Mississauga entered into a binding Memorandum of Understanding for the Kipling Station Redevelopment (the " <b>Project</b> ").  As part of the Project, Metrolinx has agreed to perform certain works resulting from the closing of Subway Crescent. Such works include but are not limited to, the removal of an existing storm sewer and the construction and installation of a replacement storm sewer partly within the Transferor's lands.  Construction of the replacement sewer has been completed. In order to operate and maintain the replacement storm sewer, it is necessary to secure easement rights from the Transferor.
<b>Terms</b>	Please see Appendix "A" located on page 4.

<b>Property Details</b>	<b>Ward:</b>	3 – Etobicoke - Lakeshore
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	as shown on attached Plan 66R-30966
	<b>Approximate Area:</b>	100.22 m <sup>2</sup>
	<b>Other Information:</b>	

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 checked="" 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 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**

Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

**Consultation with Councillor(s)**

Councillor:	Mark Grimes	Councillor:	
Contact Name:	Kim Edgar - October 7, 2020	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No objections	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Toronto Water	Division:	Financial Planning
Contact Name:	Michael Jacobs – October 26,2020	Contact Name:	Patricia Libardo – October 8, 2020
Comments:	Agreed with information provided	Comments:	Comments incorporated

**Legal Services Division Contact**

Contact Name:	Emily Ng – October 23, 2020
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DAF Tracking No.: 2020- 268	Date	Signature
Concurred with by: <b>Manager, Real Estate Services Daran Somas</b>	October 30, 2020	Signed by Daran Somas
<input type="checkbox"/> Recommended by: <b>Acting Manager, Real Estate Services Melanie Hale-Carter</b>	October 30, 2020	Signed by Melanie Hale-Carter
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>		

## Appendix "A" – Major Terms

### **Transferor**

Manulife Ontario Property Portfolio Inc. ("Manulife").

### **Transferee**

The City of Toronto

### **Easement Lands**

Certain lands located in the City of Toronto, described as Part of PIN No. 07549-0095 (LT): Part of Lot 7, Concession 5 Colonel Smith's Tract, designated as Parts 18, 19 on Plan 66R-30966.

### **Easement Consideration**

Nominal consideration

### **Purpose of Easement**

To permit operating, maintaining, inspecting, removing, replacing and reconstructing a primarily underground multiple drainage system/storm and sanitary sewers and other City Infrastructure in, on, under and/or through the Easement Lands and for the installation of improvements, appurtenances or accessories thereto together with the right of ingress and egress over the Easement Lands for the Transferee's servants, agents, contractors, vehicles, supplies and equipment.

### **Permitted Encumbrances**

The Transferee acknowledges that there are existing encumbrances that may affect parts of the Easement Lands, which are in priority to the Easement in respect of the Easement Lands

### **Notice of Entry**

City to provide the Transferor with at least 5 days' notice prior to entering In/On the easement lands to exercise the rights (except in cases of an emergency).

### **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.

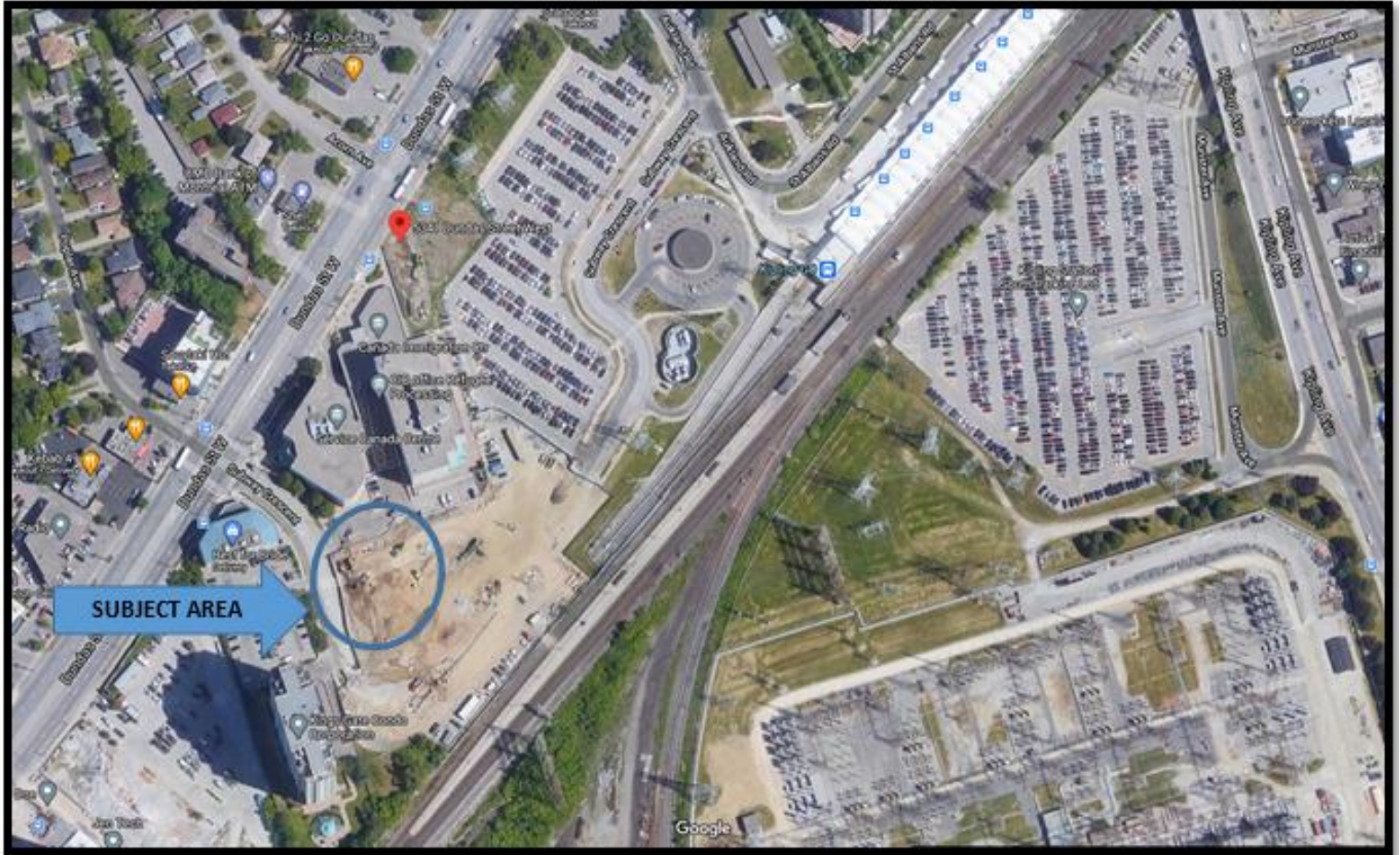
### **Insurance**

Transferee should maintain Commercial General Liability insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence

### **Restoration**

Upon completion of any works on Easement Lands, the Transferee shall remove all chattels, construction materials, and equipment belonging to the Transferee, and restore the Easement Lands to the condition existing immediately prior to the entry at the sole cost and expense of the Transferee.

# Appendix "B" – Location Map



# Appendix "C" – Reference Plan 66R-30966 (Partial Copy)

