

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

TRACKING NO.: 2021-116

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

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	March 30, 2021	Phone No.:	647-458-1934

Purpose	To obtain authority for the City of Toronto to enter into an easement transfer agreement (the "Agreement") with the registered owners (the "Owner"), to acquire permanent rights over a portion of their property municipally known as 73 Van Dusen Boulevard, Toronto Ontario (the "Property").
Property	Portion of the property municipally known as 73 Van Dusen Boulevard, legally described as Part of Block B, Plan 2673, as in EB52172; Etobicocke, City of Toronto being PIN 07519-0008 (LT) as shown in Appendix "B".
Actions	1. Authority be granted to enter into the Agreement with the Owner to acquire a permanent easement over the Property, substantially on the major terms and conditions set out below, and including such other terms and conditions as may be deemed appropriate by the Director, Transaction Services ("Director") and in a form acceptable to the City Solicitor.
Financial Impact	<p>The easement will be conveyed to the City for nominal. The Owner has the right to seek reimbursement for up to \$2,000, plus HST in qualified legal expenses. The City shall also pay all land transfer tax associated with registration of the easement and any registration costs.</p> <p>Costs will be funded from the 2021 – 2030 Council Approved Capital Budget and Plan for Toronto Water under capital account CWW466.</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>The Property includes part of the stream and bank of Mimico Creek. The Toronto and Region Conservation Authority (TRCA) owns the property immediately to the east of the Property, which also includes parts of the Mimico Creek and bank. The City manages the TRCA property and is undertaking work to rehabilitate the Mimico Creek stream bank and channel, through construction of erosion control, bank stabilization measures, and an outfall structure. As part of the project, the City requires a permanent easement over the Property to undertake permanent works related to the project and to benefit and protect the Property.</p> <p>The permanent easement will grant the City rights to conduct works on the Property including the construction, operation, maintenance, removal, enlargement, replacement and reconstruction of watercourse management, erosion control structures, and an outfall structure on the banks, bed and channel of Mimico Creek.</p>
Terms	Corporate Real Estate Management staff consider the major terms and conditions of the Agreement set out in Appendix "A" to be fair and reasonable.

Property Details	Ward:	3 – Etobicoke-Lakeshore
	Assessment Roll No.:	191901638001600
	Approximate Size:	Irregular shape
	Approximate Area	1,626 m ² ± (17,504 ft ² ±)
	Other Information:	Easement area is approximately 630 m ²

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 & Parks & 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>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"/> (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 & 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

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	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 (Apr 7, 2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Engineering and Construction Services	Division:	Financial Planning
Contact Name:	Devin Coone, Project Manager	Contact Name:	Patricia Libardo
Comments:	Comments incorporated (Apr 8, 2021)	Comments:	Comments incorporated (Apr 7, 2021)

Legal Services Division Contact

Contact Name:	Vanessa Bacher (March 31, 2021)
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DAF Tracking No.: 2021-116	Date	Signature
Concurred with by: Manager, Policy & Appraisals Alex Schuler	April 15, 2021	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Manager, Leasing & Site Management Daran Somas	April 22, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

Appendix "A"**Major Terms and Conditions**

Compensation:	Nominal
Qualified Legal Expenses:	The Owner has the right to seek up to \$2,000 plus HST reimbursement for legal fees and/or disbursements in respect of negotiating and executing this agreement and carrying out all of the Vendor's obligations hereunder.
Restoration:	On completion of the Project, the City shall restore any lands disturbed to their condition immediately preceding the entry by the City on the Owner Property, to the extent reasonably possible considering the Project and the rights granted pursuant to the Easement.
Damage:	Whenever the City's entry upon the Easement Lands directly results in disturbance, damage or removal of any fixtures or landscaping on the Transferor Lands, the City shall restore such damage as nearly as is reasonably possible to the state in which they existed prior to such disturbance, in consideration of the Works, provided that nothing in this Agreement requires the City to restore any lands to a state which contravenes any applicable laws;
Easement closing date:	On a date to be mutually agreed to by the parties' solicitors in writing, within 180 days of the City's execution of the Agreement
Indemnity:	The City shall fully indemnify the Transferor from any and all actions, suits, claims and demands from injuries, damages or costs of any nature resulting in any way, either directly or indirectly, from granting of the Easement or exercising of the rights thereunder, save and except to the extent same are caused solely by the grossly negligent act or omission of the Transferor or those for whom at law they are responsible, and only if the City is notified of any such action, suit, claim or demand immediately upon receipt and permitted to defend or dispute same on the Transferor's behalf;

Appendix "B"

Easement Sketch

