

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

Prepared By:	Patricia Palmieri	Division:	Corporate Real Estate Management
Date Prepared:	November 23, 2020	Phone No.:	416-392-4829

<b>Purpose</b>	To obtain authority to enter into a temporary easement agreement (the "Agreement") over a portion at the rear of 5 Strathmore Boulevard from Bill Boulougouris (the "Owner"), for the construction of the Toronto Transit Commission ("TTC") Donlands Station Second Exit Project (the "Project").
<b>Property</b>	As described in Appendix "A" (the "Easement Lands").
<b>Actions</b>	1. Authority be granted for the City to enter into the Agreement with the Owner, substantially on the terms and conditions outlined in Appendix "A" and on such other or amended terms and conditions as may be acceptable to the Director of Real Estate and in a form satisfactory to the City Solicitor.
<b>Financial Impact</b>	<p>Funding for the acquisition and legal costs, as set out in the Confidential Attachment, will be referred to the City's annual budget process and will be included as part of TTC's 2021-2030 Capital Budget and Plan under Program 3.9 Building and Structures, Fire Ventilation Upgrade Project (CTT024-1) submission for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has been provided the financial impacts associated with this program for review as part of the 2021 budget process.</p>
<b>Comments</b>	<p>The TTC is proposing to construct a new exit building, as shown on the Location Map in Appendix "B" and recommended by the Local Working Group and approved by the TTC Board at its February 21, 2017 meeting.</p> <p>The implementation of the second exit involves the construction of a new pedestrian pathway from the west end of the station platform to street level through a new exit building. At Donlands Station, this building will also function as an entrance to provide increased convenience to the local neighbourhood.</p> <p>The TTC subsequently identified additional property interests required in connection with the construction of the Project, being temporary rights required to allow the temporary relocation of gas utility lines to facilitate the Project. The Easement Lands identified in this DAF are required to allow Enbridge Gas to relocate the Owner's gas line from the front to the rear yard of 5 Strathmore Boulevard.</p> <p>Real Estate Staff have been negotiating with the Owner to acquire the Easement Lands for the construction of the Project. A purchase price and all relevant terms and conditions of the Easement Lands have now been agreed and outlined in Appendix "A" and in the Confidential Attachment.</p> <p>TTC staff have reviewed the terms and conditions of the Agreement and concur with proceeding. City staff consider the terms and conditions to be fair and reasonable and are recommending approval of the Agreement.</p>
<b>Terms</b>	See Appendix "A" and the Confidential Attachment

<b>Property Details</b>	<b>Ward:</b>	Ward 14 – Toronto Danforth
	<b>Approximate Size:</b>	Irregular

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/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><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:	Councillor Fletcher	Councillor:	
Contact Name:	Susan Serran	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:	Advised on December 1, 2020	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	TTC	Division:	<b>Financial Planning</b>
Contact Name:	Duane Lovelace (Property Coordinator)	Contact Name:	Patricia Libardo
Comments:	Concurred on November 25, 2020	Comments:	Concurred on December 1, 2020

**Legal Services Division Contact**

Contact Name: Dale Mellor concurred on November 26, 2020

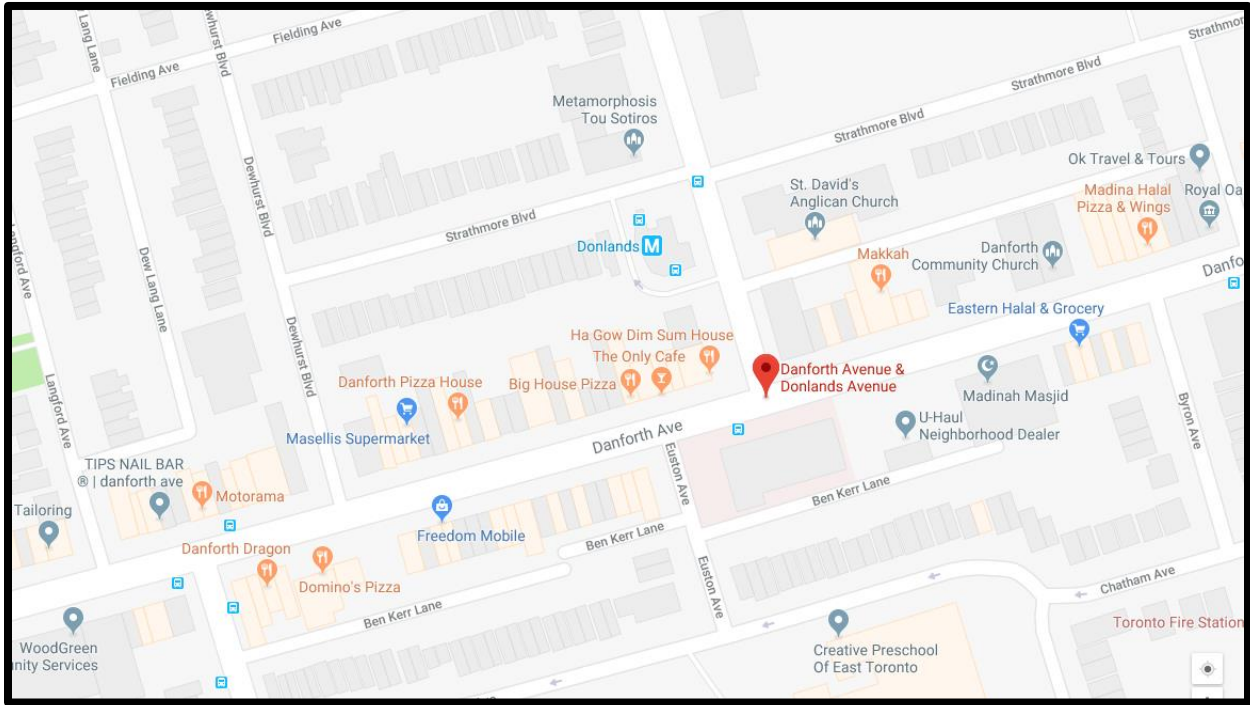
DAF Tracking No.: 2020- 305	Date	Signature
Concurred with by: Manager, Real Estate Services Melanie Hale-Carter	Dec. 3, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Dec. 4, 2020	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

## Appendix "A"

### Terms & Conditions

Vendor	Bill Boulougouris
Legal Description	<p>Part of Lots 21 and 22 Plan 417E Toronto as in CT933282, Save and Except Part 1, 66R30776; City of Toronto, designated as Parts 1 and 2 on the draft reference plan in Appendix "C", being part of PIN; 10535-0694 (LT) in the Land Registry Office of Toronto (no,66) in Land Titles Division.</p> <p>(referred to as the "Easement Lands").</p>
Term	<p>The easement shall commence upon the registration of this Agreement and shall be for a term of three years.</p>
Conditions	<p>The City, TTC and or its contractors shall act in a reasonable manner so as to minimize, to the extent reasonably possible, the interference with the Owners continued use and enjoyment of the Owners rear yard.</p> <p>The City, TTC and or its contractors shall restore the Easement Lands to the condition existing immediately prior to the construction of the works, or as near as is reasonably possible.</p> <p>The City shall indemnify the Owners and their successors and assigns and save them harmless from and against any and all claims, suits, demands, causes of action, damages, losses, liabilities, charges, legal proceedings, penalties or other sanctions and expenses arising out of, or in connection with loss of life, personal injury, property damage, environmental impairment to the Easement Lands or any other loss or injury whatsoever arising from or out of this Agreement or as a result of either the City or anyone permitted by the City using or occupying the Easement Lands, except to the extent caused by the negligence or wilful misconduct of the Owners or those for whom the Owners is in law responsible.</p> <p>The City shall fully indemnify and save harmless the Owners from and against all liens and other claims under the <i>Construction Act</i> or any successor legislation related to any work performed by or at the direct or indirect request of the City on the Easement Lands, and shall at its own expense see to the removal and discharge from the registered title to the Easement Lands and/or the Transferor's Lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within twenty (20) days of being notified in writing by the Owners to do so, failing which the Owners may see to such removal and recover the expense and all attendant costs from the City as owing and in arrears.</p>

# Appendix "B"



Appendix "C"

