

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

**TRACKING NO.: 2021-250**

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:	August 31, 2021	Phone No.:	647-458-1934

<b>Purpose</b>	To obtain authority for the City of Toronto to enter into an easement transfer agreement (the "Agreement") with the registered owner (the "Owner"), to acquire temporary rights over a portion of their property municipally known as 48 Van Dusen Boulevard, Toronto Ontario (the "Property").
<b>Property</b>	Portion of the property municipally known as 48 Van Dusen Boulevard, legally described as Part of Block B, Plan 2100, as in EB481458; Etobicocke, City of Toronto being PIN 07518-0377 (LT) as shown in Appendix "B".
<b>Actions</b>	1. Authority be granted to enter into the Agreement with the Owner to acquire a temporary 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.
<b>Financial Impact</b>	<p>The easement will be conveyed to the City for a price of \$28,200, exclusive of HST and compensation of \$3,250, plus HST for the Owner's 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 CWW466-11-04.</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>
<b>Comments</b>	<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 west and north of the Property, which also includes parts of the Mimico Creek and bank, and through which the City has an easement for an existing sanitary trunk sewer. The City manages the TRCA property and is undertaking work to rehabilitate the Mimico Creek stream bank and channel and protect the existing trunk sewer, through the construction of bank stabilization, watercourse management and erosion control measures. As part of the project, the City requires a temporary easement over the Property to undertake works related to the project and to benefit and protect the Property.</p> <p>The temporary 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 and erosion control structures on the banks, bed and channel of Mimico Creek, and all works ancillary thereto.</p>
<b>Terms</b>	Corporate Real Estate Management staff consider the major terms and conditions of the Agreement set out in Appendix "A" to be fair and reasonable.

<b>Property Details</b>	<b>Ward:</b>	3 – Etobicoke-Lakeshore
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area</b>	
	<b>Other Information:</b>	Easement area is approximately 305 m <sup>2</sup>

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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>Documents required to implement matters for which each position also has delegated approval authority.</li> <li>Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).</li> </ul>
<b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.</li> </ul>

<b>Pre-Condition to Approval</b>			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
<b>Consultation with Councillor(s)</b>			
Councillor:	Mark Grimes	Councillor:	
Contact Name:	Kim Edgar	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> E-Mail <input checked="" 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 (Sept 7, 2021)	Comments:	
<b>Consultation with Divisions and/or Agencies</b>			
Division:	Engineering and Construction Services	Division:	<b>Financial Planning</b>
Contact Name:	Devin Coone, Project Manager	Contact Name:	Patricia Libardo
Comments:	No concerns (Sept 20, 2021)	Comments:	Comments incorporated (Sept 7, 2021)
<b>Legal Services Division Contact</b>			
Contact Name:	Vanessa Bacher (Sept 2, 2021)		

DAF Tracking No.: 2021-250	Date	Signature
Concurred with by: Manager, Transaction Services	Sept 21 2021	Signed By: Daran Somas
<input type="checkbox"/> Recommended by: Manager, Transaction Services	Sept 21 2021	Signed By: Scott Delahunt
<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: \$28,200, exclusive of HST
- Qualified Legal Expenses: The Owner has the right to seek up to \$3,250 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
- Term: The Easement shall commence on September 1, 2021 and shall expire on August 31, 2022. Should there be a delay in registering the Temporary Easement before September 1, 2021, the Owner agrees to permit the City to access the Temporary Easement Lands by temporary licence beginning on September 1, 2021, to carry out the Project, on five days prior written notice, on the same terms and conditions provided herein. Such temporary licence shall expire immediately on registration of the Temporary Easement on title.
- Use: The construction, installation, maintenance, operation inspection, repair, removal, enlargement, replacement or reconstruction of watercourse management and erosion control structures on the banks, bed and channel of Mimico Creek, and all works ancillary thereto, including without limitation, the installation of armourstone retaining walls, grouted bed protection, sewer encasements, re-grading of stream bank and/or channel, creation of drainage swales and/or meander cut-offs, riffles and pools, vegetative slope buttress, naturalized plantings, debris removal, landscape alterations including removal or replanting of vegetation and trees, and the right to take any other proactive or remedial measures the City deems necessary (collectively the "Works"), together with the right for the City's servants, agents, and contractors to access, enter and occupy the Temporary Easement Lands on foot and with all vehicles, excavators, materials, machinery, tools and equipment necessary or incidental to the Works and to the exercise and enjoyment of the rights hereby granted.
- 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, provided that the City will not be required to restore any lands to a state which contravenes any applicable laws.

### Appendix "B"

### Temporary Easement Area – Part 1 and Part 3

