

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

**TRACKING NO.: 2021-308**

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

Prepared By:	Mark MacSorley	Division:	Corporate Real Estate Management
Date Prepared:	11/17/2021	Phone No.:	437-245-6958

<b>Purpose</b>	To obtain authority to grant a permanent easement interest within a portion of City-owned property 171 East Liberty Street in favour of Liberty Market Tower Inc., as general partner of and on behalf of Liberty Market Tower LP (the "Transferee ")
<b>Property</b>	Part of the City-owned driveway north of the Toronto Police Services' building at 9 Hanna Ave, legally described as: – Part 21 on Plan 66R-23981 (being part of PIN 21299-0182 (LT)) – Parts 5 to 12 on Plan 66R-22662 (being part of PIN 21299-0257 (LT)) – Part 3 on 66R-23084 (being all of PIN 21299-0300 (LT)) (the "Easement Lands"), shown on the Location Map in Appendix A.
<b>Actions</b>	1. Authority be granted to enter into an Easement Transfer Agreement with the Transferee, substantially on the major terms and conditions set out in Appendix B, to transfer a permanent easement for access to and from the condominium building on the dominant lands, via a driveway shared with the Toronto Police Service, in a form satisfactory to the City Solicitor.
<b>Financial Impact</b>	This transaction will generate a revenue to the City in the amount of \$438,954.00 plus applicable taxes, paid by Liberty. The proceeds will be contributed to the Land Acquisition Reserve Fund (XR1012) on closing.  The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	The Transferee requires an easement over the Easement Lands so that a condominium plan can be registered for the newly constructed for the condominium building at 171 East Liberty Street. The Easement will be used for access to and from the building via a driveway shared with the Toronto Police Service. The driveway is not a public highway. The Toronto Police Service had no objection to the requested disposal of the easement requested, and will share access with the Transferee and continue to use the Easement Lands for access and snow removal. Parking will continue to be prohibited.  The Easement Lands and proposed easement interest were declared surplus in accordance with DAF 2021-252 on November 8, 2021. The easement price is reasonable and reflective of market value, and it is recommended that an Easement Transfer Agreement be entered into on the terms set out in Appendix B, to effect the transfer or easement.
<b>Terms</b>	See Appendix B

<b>Property Details</b>	<b>Ward:</b>	10 – Spadina-Fort York
	<b>Assessment Roll No.:</b>	
	<b>Approximate Area:</b>	PIN: 212990182 - 618.5m2 PIN: 212990257 - 589m2 PIN: 212990300 - 1m2
	<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 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 checked="" 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 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:	Councillor Joe Cressy	Councillor:	
Contact Name:	Anthony MacMahon	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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:	Concurs (11/17/2021)	Comments:	
<b>Consultation with Divisions and/or Agencies</b>			
Division:	Toronto Police Services	Division:	<b>Financial Planning</b>
Contact Name:	Enrico Pera	Contact Name:	Ciro Tarantino
Comments:	Concurs (11/12/2021)	Comments:	Concurs (11/12/2021)
<b>Legal Services Division Contact</b>			
Contact Name:	Vanessa Bacher (concurs 11/12/2021)		

DAF Tracking No.: 2020-308	Date	Signature
Concurred with by: <b>Manager, Real Estate Services Scott Delahunt</b>	Nov. 17, 2021	Signed by Scott Delahunt
<input type="checkbox"/> <b>Recommended by: Manager, Real Estate Services Ronald Ro</b>	Nov. 17, 2021	Signed by Ronald Ro
<input type="checkbox"/> <b>Approved by: Director, Real Estate Services Alison Folosea</b>	Nov. 19, 2021	Signed by Alison Folosea

Appendix A



Figure 1 - Part 31-66R-2222

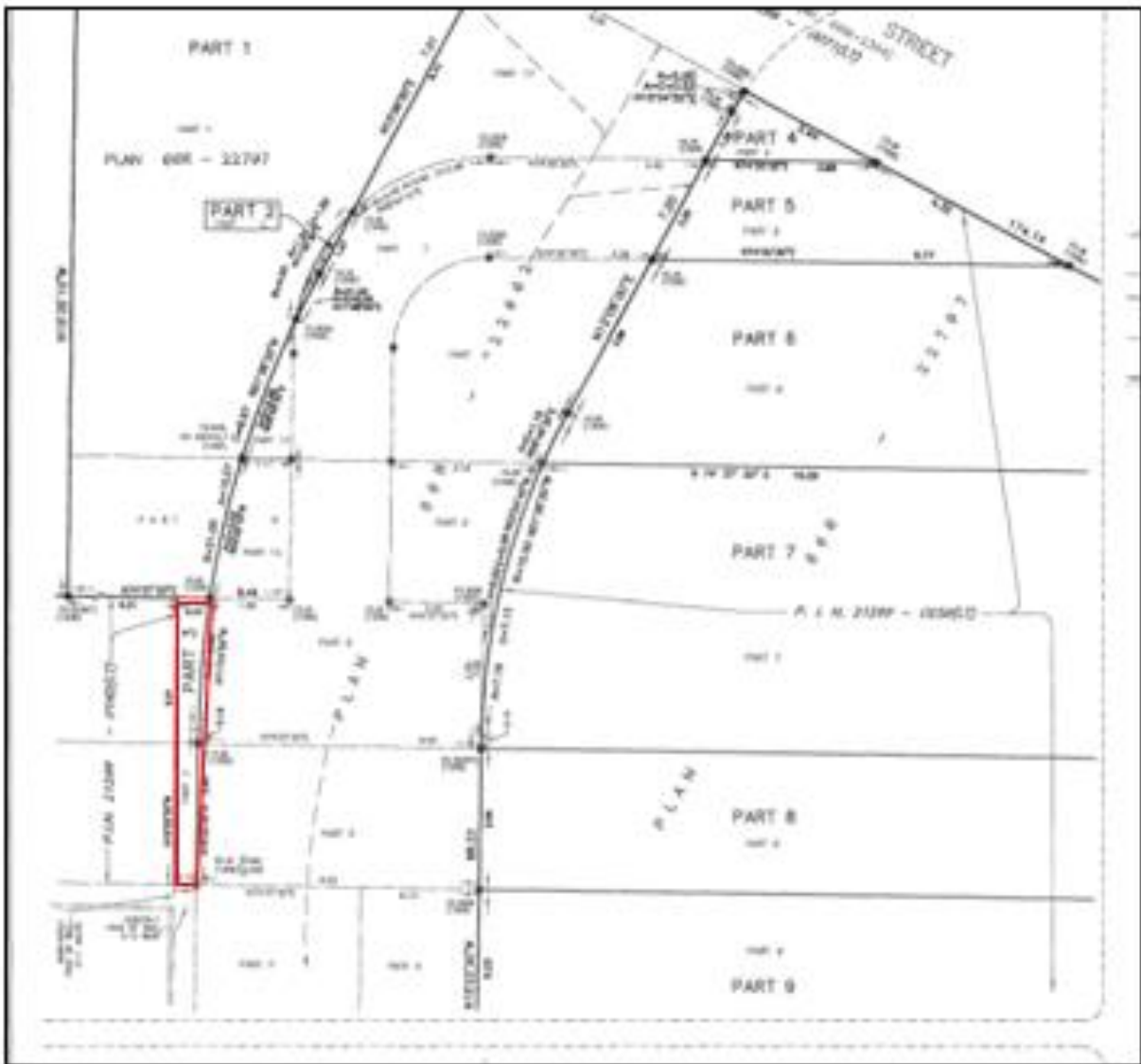


Figure 2 - Part 2 608-22797

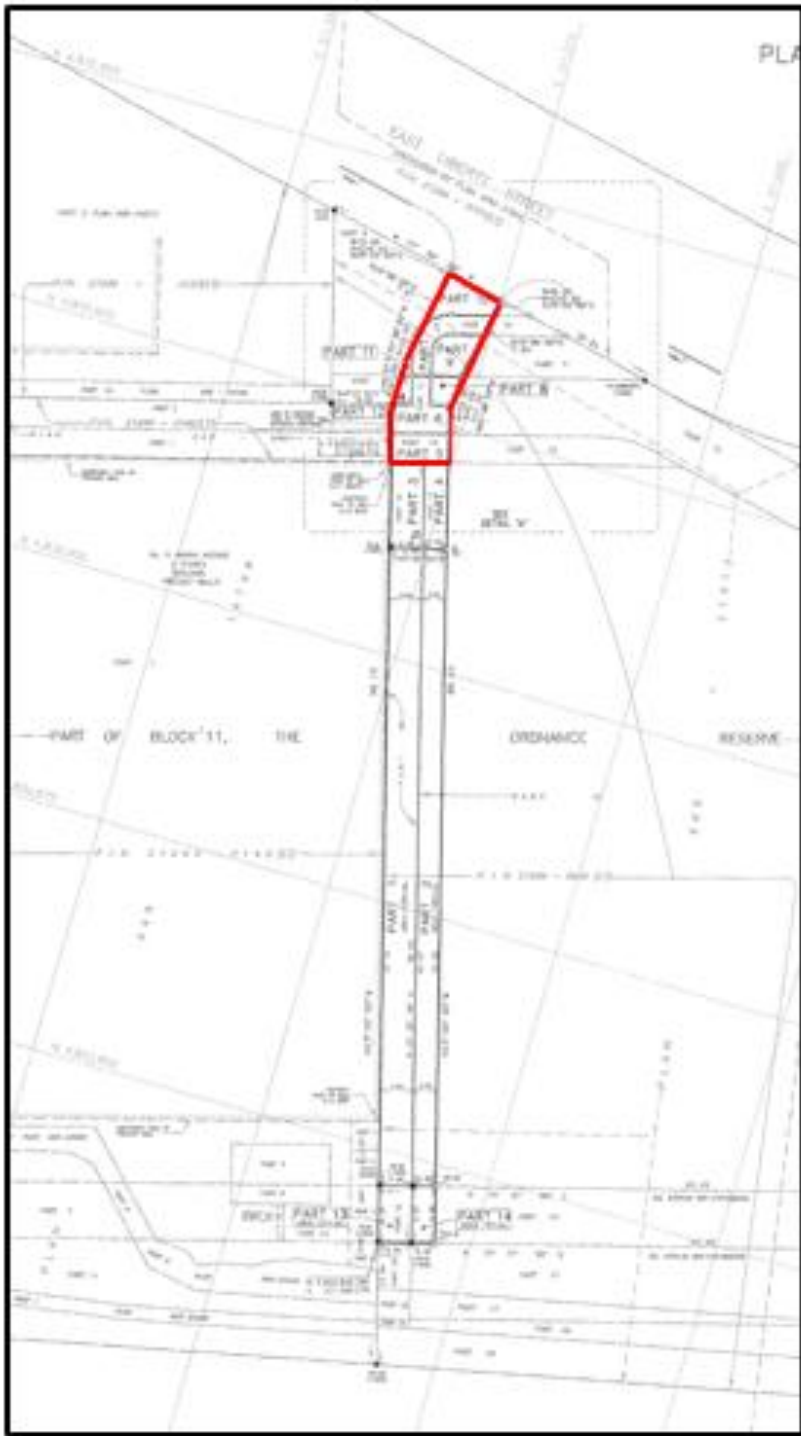


Figure 3 - Part 5 - 13 Plan 66R31662

## Appendix B Major Terms

1. Term: in perpetuity, or until Easement Lands dedicated as public highway by by-law
2. Easement Purchase Price: \$438,954.00, exclusive of HST
3. Purpose: shared pedestrian and vehicular access over the Easement Lands to and from the Transferee's Lands, but not including any right to park
4. City transferring easement "as is, where " subject to all existing encumbrances, and makes no representation or warranty with respect to physical condition of Easement Lands
5. City retains right to temporarily interrupt access to Easement Lands for utility work and snow removal
6. Transferee agrees to enter into cost sharing agreement with respect to maintenance costs for shared driveway within one year of closing date
7. Transferee agrees to assign obligations under Easement Transfer Agreement to future condominium corporation if and when registered on title to dominant lands, including obligations related to cost sharing agreement
8. Transferee to self-assess and remit HST and provide HST certificate on closing date
9. Transferee shall, at all times, indemnify and save harmless the City, and their elected officials, directors, officers, employees, agents, representatives, successors and assigns against any and all claims, demands, damages, losses and costs arising as a result of the acts or omissions of the Transferee or those for whom it is responsible at law, arising from the exercise of its rights under the Easement, except to the extent arising from the willful misconduct or negligence of the City.