

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

TRACKING NO.: 2021-155

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

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|----------------|---------------|------------|----------------------------------|
| Prepared By: | Allan Mak | Division: | Corporate Real Estate Management |
| Date Prepared: | June 19, 2021 | Phone No.: | 416-392-8159 |

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| Purpose | To obtain authority to enter into a licence agreement with Marjorie and Daniel Watts (the " Licensor ") with respect to the property municipally known as 465 Rouge Hills Drive, Toronto for the purpose of completing works on the storm sewer, maintenance hole, and outfall (the " Licence Agreement "). |
| Property | Part of the property municipally known as 465 Rouge Hills Drive, Scarborough, ON, as identified in the maps attached hereto as Appendix "C" (the " Property ") and shown on the sketch attached hereto as Appendix "B" (the " Licensed Area "). |
| Actions | 1. Authority be granted to enter into the Licence Agreement with the Licensor, substantially on the major terms and conditions set out in Appendix "A" , and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor. |
| Financial Impact | The licence fee is of nominal consideration resulting in no financial implications to the City. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section. |
| Comments | Engineering and Construction Services requires access to the Licensed Area to complete the installation of a storm sewer extension and repair a storm outfall the Property. A permanent easement will be required thereafter to allow the City to access and maintain the works. The outfall is located between two private residential properties and has caused erosion to the channel and partial failure to valley slopes. The outfall leads from a catch basin located across from the Property and is conveyed via a 600mm CSP for approximately 49.50 metres. This work is required as the channel and outfall would continue to erode. If the erosion of the channel and outfall were to progress, the loss of surrounding private property would continue to increase. Given time, the erosion would continue to work its way back to the houses and force the need for emergency works. |
| Terms | See Appendix "A" for the Major Terms and Conditions of the Licence Agreement. |

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| Property Details | Ward: | 25 - Scarborough-Rouge Park |
| | Assessment Roll No.: | 19 01 096 470 074 00 |
| | Approximate Size: | N/A |
| | Approximate Area: | 540.0 m ² (5812.51 ft ²) |
| | Other Information: | N/A |

| 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 checked="" 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 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)

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|---------------|---|---------------|---|
| Councillor: | Councillor Jennifer McKelvie | Councillor: | |
| Contact Name: | John Sinclair, Chief of Staff, Media Contact | 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: | No Objections (May 21, 2021) | Comments: | |

Consultation with Divisions and/or Agencies

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|---------------|--|---------------|--------------------------------------|
| Division: | Engineering & Construction Services | Division: | Financial Planning |
| Contact Name: | Geoff Cole | Contact Name: | Patricia Libardo |
| Comments: | Comments Incorporated (May 20, 2021) | Comments: | Comments Incorporated (May 21, 2021) |

Legal Services Division Contact

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|---------------|------------|
| Contact Name: | Gloria Lee |
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| DAF Tracking No.: 2021-155 | Date | Signature |
|--|---------------|-----------------------------|
| Concurred with by: Manager, Real Estate Services Alex Schuler | June 23, 2021 | Signed by Alexander Schuler |
| <input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas | June 21, 2021 | Signed by Daran Somas |
| <input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea | | |

Appendix "A" – Major Terms and Conditions

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| Licensor: | Marjorie Watts and Daniel Watts |
| Licensee: | City of Toronto |
| Licensed Area: | A portion of 465 Rouge Hills Drive comprising of 540 square meters as shaded in green on the sketch attached hereto as Appendix "B" |
| Licence Fee: | Nominal |
| Term Start Date: | May 25, 2021 |
| Term End Date: | October 31, 2021 |
| Permitted Use: | <ol style="list-style-type: none">1) to install, construct, operate, use, maintain, inspect, alter, repair, reconstruct and replace a storm sewer, maintenance hole, and outfall;2) to store all necessary and convenient supplies, machinery, gear and equipment; and3) to remove and/or replace trees, plants, soil, stone, fill, aggregate, and perform other erosion control works to protect and preserve the storm sewer, maintenance hole, and outfall; |
| Other Terms: | <p>Work is to be performed during the hours of 7:00 a.m. and 7:00 p.m. Mondays to Fridays, both inclusive, unless otherwise mutually agreed between the Licensor and the City</p> <p>The City shall indemnify and save the Licensor harmless from and against costs, expenses, claims, and demands brought against the Licensor in respect of loss, damage or injury to persons or property, arising directly out of the carrying out of the Work upon the Licensed Area by the City and its Representatives during the term of the License Agreement, except to the extent caused and/or contributed to by the negligence or wilful misconduct of the Licensor.</p> <p>The Licensor acknowledges and agrees that the City may relocate the air conditioning unit on the Property in order to carry out the Permitted Use. Upon expiry or termination of this Licence for any reason whatsoever, the City shall move the air conditioning unit back to its original location immediately prior to the Term Start Date.</p> |

Appendix "B" – Sketch of Licensed Areas



Appendix "C" – Location of Subject Property

