

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

**TRACKING NO.: 2022-054**

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

Prepared By:	Trixy Pugh	Division:	Corporate Real Estate Management
Date Prepared:	March 4, 2022	Phone No.:	(416) 392-8160

<b>Purpose</b>	To obtain authority for the City (the "Grantee") to enter into an easement transfer agreement (the "Agreement") with Queblo Properties Inc. (the "Grantor") to acquire for and on behalf of Toronto Transit Commission (the "TTC") a permanent easement over part of 21 Quebec Avenue to construct, install, erect, operate, use, maintain, inspect, alter, remove, replace, repair, enlarge, expand and reconstruct storm and sanitary sewers and overland drainage existing at any time in the future, including water valves, valve chambers, manholes, appurtenances, attachments, apparatus, appliances, markers, fixtures, pipes, valves, equipment and other improvements in, on, under, over and/or through the Easement (collectively, the "Works").
<b>Property</b>	Part of the property known municipally as 21 Quebec Avenue, described as Part of Lots 1-2, Block 1, Plan 553, West Toronto Junction, designated as Part 1 on the attached draft plan, with an upper limit of 7.5m above grade, and lower limit of 4m below grade as Appendix "A" (the "Easement").
<b>Actions</b>	Authority be granted to enter into the Agreement with the Grantor, substantially on the major terms and conditions set out below, and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
<b>Financial Impact</b>	The total cost to the City is \$315,000 (plus HST) for the acquisition of the Easement. Funding is available in the 2022-2031 Capital Budget and Plan under 3.9 Buildings & Structures, Easier Access III Project (CTT028-1).  The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial impact implications as identified in the Financial Impact section.
<b>Comments</b>	As part of the Easier Access Phase III project, the TTC is proposing to construct two elevators at High Park Station (the "Station"). Elevator 1 will provide access from street level to the westbound platform and Elevator 2 will provide access from street level to the eastbound platform. They will be built adjacent to the existing building located on the east side of Quebec Avenue, north of Bloor Street West.  An existing sewer servicing High Park Station needs to be realigned to clear the area where the Elevator 1 shaft will be located. The Easement will accommodate the Works and future maintenance of the sewer.  Real Estate Services staff considers the proposed fee and other terms and conditions in the Licence to be fair and reasonable.
<b>Terms</b>	See page 4

<b>Property Details</b>	<b>Ward:</b>	4 – Parkdale-High Park
	<b>Assessment Roll No.:</b>	1904-01-3-250-08600
	<b>Approximate Size:</b>	2.31 m x 18.09 m ± (7.58 ft x 59.35 ft ±)
	<b>Approximate Area:</b>	42.2 m <sup>2</sup> ± (454.24 ft <sup>2</sup> ±)
	<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 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 checked="" 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:	Gord Perks	Councillor:	
Contact Name:	Gord Perks	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 (February 24, 2022)	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	TTC	Division:	<b>Financial Planning</b>
Contact Name:	Daniel Spalvieri	Contact Name:	Ciro Tarantino
Comments:	Incorporated into DAF (February 24, 2022)	Comments:	Incorporated into DAF (March 2, 2022)

**Legal Services Division Contact**

Contact Name:	Amna Shakil (March 4, 2022)
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DAF Tracking No.: 2022-054	Date	Signature
		X
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Vinette Prescott-Brown</b>	Mar. 9, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	Mar. 11, 2022	Signed by Alison Folosea

<p><b>Terms</b></p>	<p>Major Terms and Conditions</p> <p><b>Notice</b>            The Grantee shall provide the Grantor with at least <b>5</b> days' written notice prior to entering onto the Easement to commence the construction, installation, maintenance, erection, alteration, removal, replacement, reconstruction, repair, enlargement or expansion of the Works, together with an estimated schedule and/or timeline for such activities, save and except for routine maintenance or repair activities for which the Easement will not be obstructed for a significant period of time and for emergencies where it is not reasonable or possible for the Grantee to provide such advance notice.</p> <p><b>Closing Date</b>      April 29, 2022</p> <p><b>Fees</b>                 \$315,000 (plus HST)</p> <p><b>Restoration</b>        The Grantee upon completion of the Works, shall provide the Grantor with engineering plans or drawings showing the final as-built location of all Works within the Easement, remove all chattels and equipment belonging to the Grantee, and restore the Easement to the condition existing immediately prior to the construction of the Works, or as near as is reasonably possible in the circumstances, save and except for the access chamber(s) and any other at-grade Works which shall not obstruct or otherwise prevent the use of the Easement as an access driveway, all of which shall be provided and/or undertaken at the Grantee's cost.</p> <p><b>Indemnity</b>            The Grantee shall indemnify and save harmless the Grantor from and against direct losses, damages, death, or injury which may be incurred, sustained, or paid by the Transferor by reason of the breach by the City of this Agreement or the negligent act or wilful misconduct of any person for whom the Grantee is responsible at law, save and except to the extent caused or contributed to by the negligent act or omission or wilful misconduct of the Grantor or those for whom it is at law responsible, and only if the City is first notified of any such claims immediately upon receipt and is permitted (but not obligated) to defend or dispute same on the Grantor's behalf; and</p> <p>The Grantee shall indemnify and save the Grantor harmless from and against any and all claims, demands, losses, costs, charges, actions or other proceedings under the <i>Construction Act</i> in connection with the <i>Works</i> and the ancillary rights thereto or the exercise by the Grantor of its rights in respect of the Easement.</p>
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Appendix "A": Location Map and Draft R-Plan





