

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

TRACKING NO.: 2022-111

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:	May 6, 2022	Phone No.:	(416) 392-8160

Purpose	To obtain authority and enter into an Easement Transfer Agreement (the "Agreement") with Metrolinx (the "Transferee") for an easement over the Scarborough Rapid Transit ("SRT") corridor, located south of Lawrence Avenue East, and east of Kennedy Road, in connection with Metrolinx's Electrification Program.
Property	A permanent easement interest over part of the SRT corridor, located south of Lawrence Avenue East, and east of Kennedy Road (the "Property"), legally described as Part of Lot 28, Concession D, Part 3 on Plan 64R-9187, S/T TB206479, Scarborough, City of Toronto, designated as Part 1 on Plan 66R-31853 being part of PIN: 06473-0006(LT), and shown in Appendix "B" (the "Easement").
Actions	1. Authority be granted for the City (the "Transferor") to enter into the Agreement with the Transferee, substantially on the major terms and conditions set out below, and including such other or amended terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	The City will receive revenue in the amount of \$75,000 (plus applicable HST) for the Easement. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
Comments	The Property currently functions as part of the Toronto Transit Commission ("TTC") SRT corridor. The Transferee requested a permanent easement on the Property for the purpose of transmitting electrical energy across the corridor for electrifying its Stouffville Rail Corridor. TTC reviewed the request and consented to the permanent easement request. The Easement was declared surplus and authority granted for its disposal to the Transferee by Delegated Approval Form 2022-004, dated January 14, 2022. Negotiations have been completed and agreement reached with the Transferee substantially on the terms set out below. The compensation reflects market value and the terms and conditions are considered fair and reasonable.
Terms	See page 4.

Property Details	Ward:	21 – Scarborough Centre
	Assessment Roll No.:	
	Approximate Size:	11.54 m x 35.57 m ± (37.86 ft x 116.7 ft ±)
	Approximate Area:	423.2 m ² ± (4,555.29 ft ² ±)
	Other Information:	

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 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 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. 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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:	Michael Thompson	Councillor:	
Contact Name:	Debbie Gedz	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	Comments:	

Consultation with Divisions and/or Agencies

Division:	TTC	Division:	Financial Planning
Contact Name:	David Cooper	Contact Name:	Ciro Tarantino
Comments:	Incorporated into DAF	Comments:	Incorporated into DAF

Legal Services Division Contact

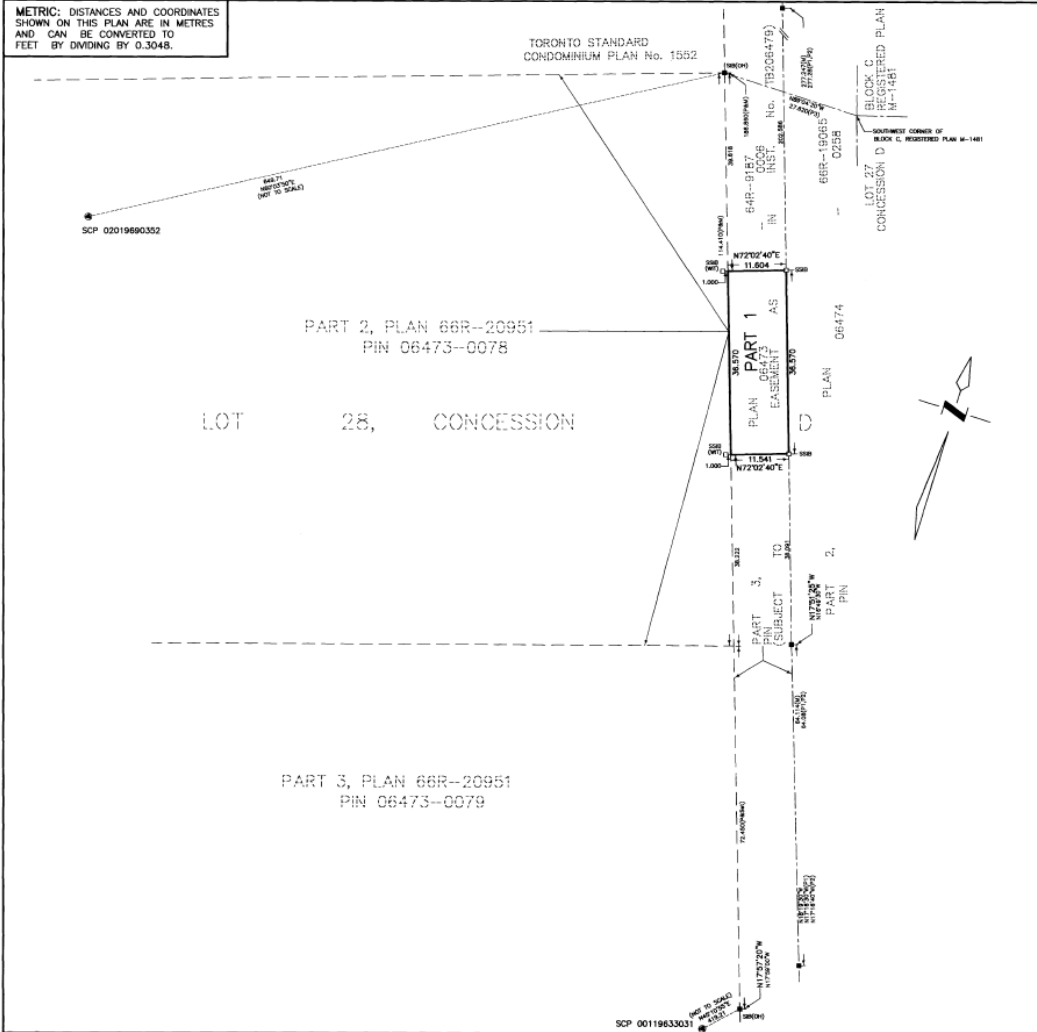
Contact Name:	Dale Mellor
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DAF Tracking No.: 2022-111	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	May 10, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	May 11, 2022	Signed by Alison Folosea

<p>Terms</p>	<p>Fee: \$75,000 (plus applicable HST)</p> <p>Indemnity: Subject to the final sentence of this paragraph, the Transferee agrees that Transferee shall from time to time and at all times hereafter indemnify and save harmless the Transferor and the TTC and their successors and assigns from all actions, suits, claims and demands which may be brought against or made against the Transferor or its successors and assigns and any loss, costs, charges or expenses which may be incurred or sustained by the Transferor or the TTC resulting from or arising out of the Works or the exercise by the Transferee of the rights granted to it in this Agreement or arising out of the acquisition by Transferee of the Easement including, without limitation, any damage to the Transferor Lands or any services located on, in or through the Transferor Lands including, but not limited to, the Structures, caused by the Works whether during the initial installation or future activities as contemplated in this Easement. Notwithstanding the above, the Transferee shall not be liable hereunder for any loss, damage or injury to the extent that it arises from the gross negligence or wilful misconduct of the Transferor or the TTC. To the extent that the loss damage or injury suffered by the Transferor or the TTC is attributable to the acts or omissions of persons for whom the Transferee is not responsible at law, the Transferee's liability pursuant to the indemnity contained in this paragraph (6) shall not exceed the amount of insurance proceeds actually received under to the policy of insurance required to be maintained pursuant to paragraph (7) hereof.</p> <p>Insurance: The Transferee shall, at all times, maintain or cause to be maintained, commercial general liability insurance providing coverage against claims for personal injury and bodily injury and property damage arising out of any accident or occurrence including contractual liability which amount shall be not less than Ten Million Dollars (\$10,000,000.00) during any period of construction and thereafter not less than Ten Million Dollars (\$10,000,000.00) per occurrence. The policies will also include a cross-liability and/or severability of interest clause, non-owned automobile liability insurance and the Transferor and the TTC shall be added as an additional insured. The policies will be written with insurers licensed in the Province of Ontario. Each of the policies of insurance provided pursuant to this paragraph shall contain a clause which states that the insurer will not cancel the policy prior to its expiration, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after thirty (30) clear days' prior written notice to the Transferor. Prior to the commencement of the Works, the Transferee shall provide to the Transferor an original signed Certificate of Insurance evidencing that the above policy is being maintained. Prior to the expiration date of the policy, the Transferee shall provide the Transferor with evidence of renewal of the policy, without notice or request by the Transferor.</p> <p>Restoration: The Transferee covenants and agrees that following each successive entry by the Transferee on the Easement, the Transferee will restore the Easement and any of the Transferor's appurtenant lands which may be affected, to a condition as close as reasonably possible to its condition immediately preceding the entry by the Transferee.</p>
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Appendix "A" Location Map & Reference Plan





I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: APRIL 6, 2021.

RECEIVED AND DEPOSITED DATE: APR - 7 2021

DAN DZALDOV, ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF THE TORONTO REGISTRY OFFICE No. 66

SCHEDULE

PART	LOT	CONCESSION	PIN	AREA (m ²)
1	PART OF 28	D	PART OF 06473-0006	423.2

PART 1 - SUBJECT TO EASEMENT AS IN INST. No. TB206479.

PLAN OF SURVEY OF
PART OF LOT 28
CONCESSION D
 (GEOGRAPHIC TOWNSHIP OF SCARBOROUGH)
CITY OF TORONTO
 SCALE 1:500

SCHAEFFER DZALDOV BENNETT LTD.

NOTES

- D DENOTES PLANTED MONUMENT
- # DENOTES FOLDED MONUMENT
- SB DENOTES STANDARD IRON BAR
- SSB DENOTES SHORT STANDARD IRON BAR
- WT DENOTES WITNESS
- P DENOTES PLAN 66R-20951
- P1 DENOTES PLAN 66R-19065
- P2 DENOTES PLAN 64R-9167
- P3 DENOTES PLAN 66R-19353
- M DENOTES MEASURED
- OH DENOTES ONTARIO HYDRO
- Y&P DENOTES YATES & PURCELL LTD., O.L.S.

SSB's WERE PLANTED DUE TO THE PROXIMITY OF SUBSURFACE OBSTRUCTIONS.

BEARINGS ARE UTM GRID, DERIVED FROM SPECIFIED CONTROL POINTS 00119633031 AND 02019690352, UTM ZONE 17, NAD83 (CSRS). DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999812.

SPECIFIED CONTROL POINTS (SCPs): UTM ZONE 17, NAD83 (CSRS) COORDINATES TO UTM ACCURACY PER SEC. 14(2) OF O.R.S.O. 216/10		
POINT ID.	NORTHING	EASTING
SCP 00119633031	4844862.743	638096.166
SCP 02019690352	4845011.755	638772.943

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE 16th DAY OF MARCH, 2021.

DATE: MARCH 22, 2021

DAN DZALDOV, ONTARIO LAND SURVEYOR

SCHAEFFER DZALDOV BENNETT LTD.
 ONTARIO LAND SURVEYORS

64 JARDIN DRIVE CONCORD, ONTARIO L4K 3P3 TEL: (416) 987-0101

CALC. JZ | DRAWN ACAD/LW | CHECKED JZ | SCALE 1:500 | JOB NO. 18-272-01A