

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

TRACKING NO.: 2022-172

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

Prepared By:	Rocchina Zambri	Division:	Corporate Real Estate Management
Date Prepared:	July 28, 2022	Phone No.:	416-338-2995

Purpose	To obtain authority to enter into an entrance connection easement agreement (the "Agreement") with The Clover on Yonge Inc. (the "Owner") with respect to the property as described below, for the purpose and existence of a subway entrance and the operation of the TTC facilities.		
Property	Part of the property municipally known as 587-599 Yonge St., 2, and 4 Dundonald St. and 7 and 9 Gloucester St. and legally described as Part Lot 1, Plan 63, Lots 8 to 12, Plan 250E, Part Lot 13, Plan 250E, Parts 1, 2 6R-30458; together with an easement in favour of Part Lots 8 to 13, Plan 250E over Part Lot 13, Plan 250E, Part 3 66R-30458 as in CT806616; Parts Lots 1, 2 Plan 63, Parts 2, 3 66R-31639; subject to an easement over Parts 1, 2 66R-30458 as in AT4659426; subject to an easement over Parts 1, 2 66R-30458 as in AT4918357; subject to an easement over Part 2 66R-30458 in favour of Part Lots 2, 4, Lot 3, Plan 63; Part of Lots 13, 14 and 15, Plan 250E, Parts 2, 3, 4 and 5, Plan 66R-6552 as in CT806616; subject to an easement over Parts 1, 2 65R-30547 as in AT5125592; subject to an easement over Part 4 66R-31639 in favour of Part 1 66R-31639 as in AT5961003; subject to an easement over Part 3 66R-31639 in favour of Part 1 66R-31639 as in AT5961003; City of Toronto, being PIN 21106-0298 (LT), shown as Parts 1-3 on Plan 66R32285 (the "Easement Lands").		
Actions	1. Authority be granted to enter into the Agreement with the Owner, on the terms and conditions outlined in Appendix A, and including such other terms and conditions as may be deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.		
Financial Impact	The Owner shall pay a fee of \$28,047.75 plus HST to TTC for the Subway entrance connection. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.		
Comments	In accordance with the Site Plan Agreement made pursuant to Section 114(14) of the City of Toronto Act, 2006, R.S.O. c.11, dated August 22, 2018, the Owner has elected to provide certain facilities and services to the City, including a subway entrance connecting the Owner's lands to Wellesley Station. Both parties have agreed to the establishment of easements for the efficient operation of the new subway entrance, subject to and in accordance with the terms set out in Appendix "A".		
Terms	The proposed fee and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates. See Appendix "A"		

Property Details	Ward:	13 – Parkdale-High Park
	Assessment Roll No.:	n/a
	Approximate Size:	n/a
	Approximate Area:	Irregular
	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/Licensor):</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 checked="" 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 (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:	Robin Buxton Potts	Councillor:	
Contact Name:	Issaq Ahmed	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Concurs	Comments:	

Consultation with Divisions and/or Agencies

Division:	TTC	Division:	Financial Planning
Contact Name:	Matthew Taylor	Contact Name:	Filisha
Comments:	Concur	Comments:	Concur

Legal Services Division Contact

Contact Name:	Gloria Lee
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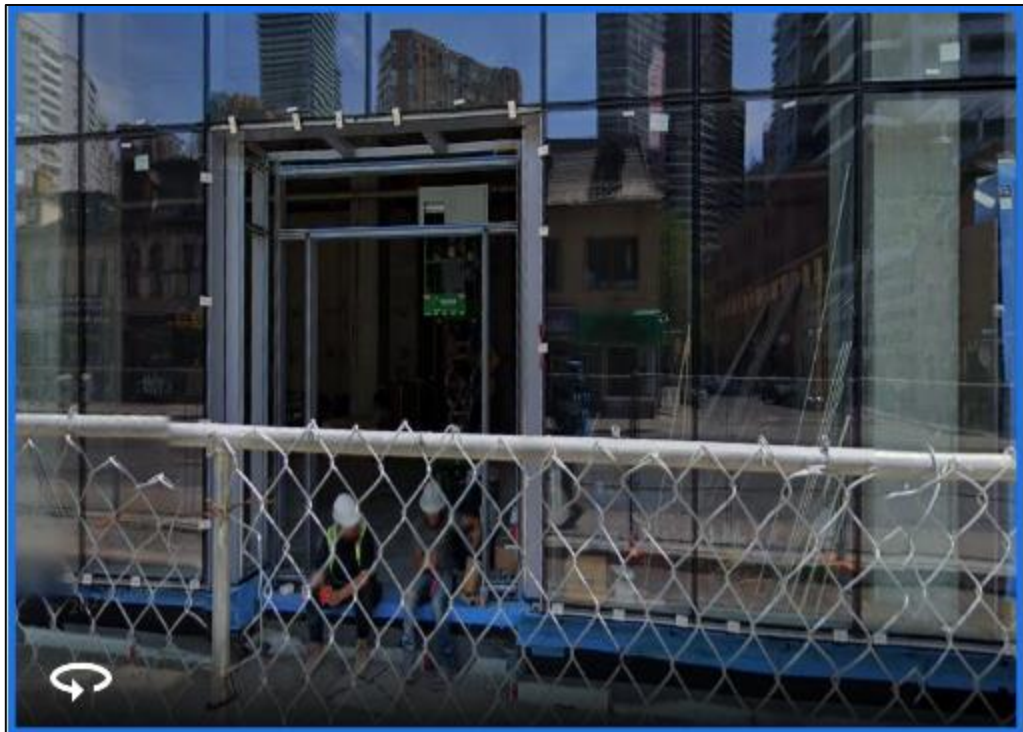
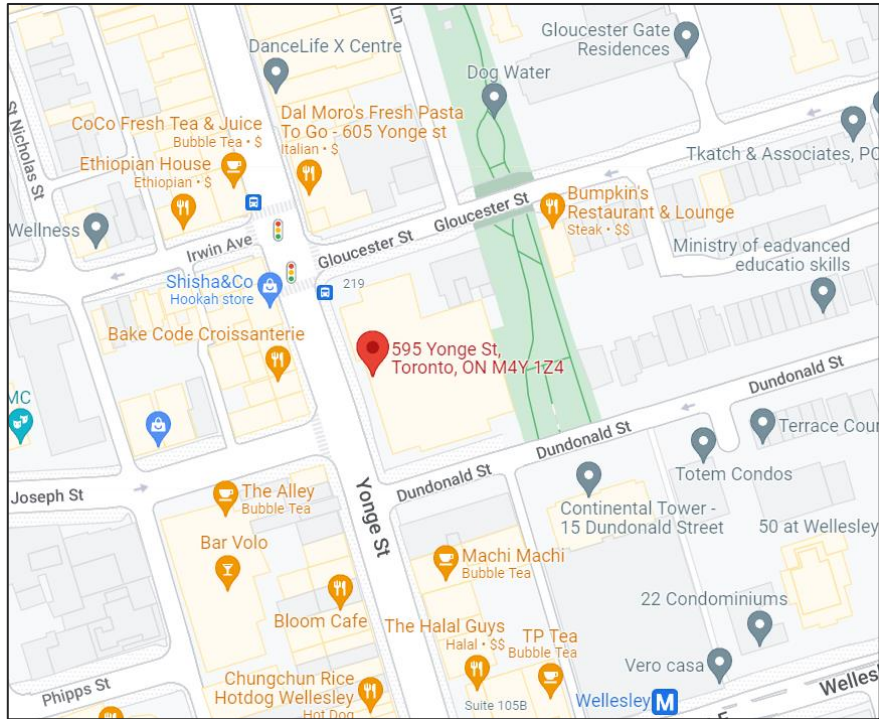
DAF Tracking No.: 2022-172	Date	Signature
Concurred with by: Manager, Real Estate Services Susan Lin	July 28, 2022	Signed by Susan Lin
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Vnette Prescott-Brown <input checked="" type="checkbox"/> Approved by:	July 28, 2022	Signed by Vnette Prescott-Brown
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Appendix "A"

Terms & Conditions – Entrance Connection Agreement

Terms	<p>The Owner grants and conveys to the City and TTC, easements over the Easement Lands for the following purposes:</p> <ul style="list-style-type: none"> • passage and re-passage of pedestrians through the Easement Lands. • the installation, construction, operation, use, and maintenance of certain equipment and infrastructure and for the operation and use, and maintenance of the Easement Lands • to operate, use and maintain all of the City's plumbing, electrical, ducting, heating, gas, utility, telecommunication, telephone, alarm, electrical, cable and mechanical systems, conduits and duct banks connecting and required for the Easement Lands from the City's lands. • to install and maintain the portions of the life and fire safety system passing through the Owner's lands which serves the City's lands, the TTC's facilities and the Owner's lands on a shared basis. • a general access easement, over and through the corridors, stairs, elevators and other access points and means of access in the Owner's lands for the purpose of allowing the City to exercise its easement rights and perform its duties under this Agreement.
Entrance Connection Fee	The Owner shall pay a fee of \$28,047.75 plus HST to TTC for the Subway entrance connection.
Maintenance	Each party will maintain its facilities in good order and condition, subject to and in accordance with the Agreement, including the Entrance Connection Facilities, which are to be maintained in accordance with the Agreement and to the standards and specifications required by the TTC.
Material Adverse Change	No party shall make a material adverse change to the Owner's lands without the consent of the other party.
Mutual Environmental Requirements & Indemnity	Each party agrees to indemnify, protect and save and hold harmless against any environmental matter or violation of or non-compliance with any environmental law resulting from the actions or inactions of any person whom the party is in a law responsible and from remedial costs with respect to any remedial work undertaken or required to be performed by the party as it pertains to the Agreement.
Mutual Indemnity	Each party agrees to indemnify the other against all claims which may be brought against or made upon the other and against all losses, costs, damages, charges and expenses which may be incurred, sustained or paid by the other by reason of the breach of the Agreement by such party or the negligent act or omission of the party or its workers, contractors, employees or agents, including but not limited to the reasonable costs of the party, or their legal counsel of defending any such claims, save and except to the extent they are caused or contributed to by the negligent act or omission or willful misconduct of the other party.

Appendix "B" – Location Maps



SHEET 3 OF 3 SHEETS

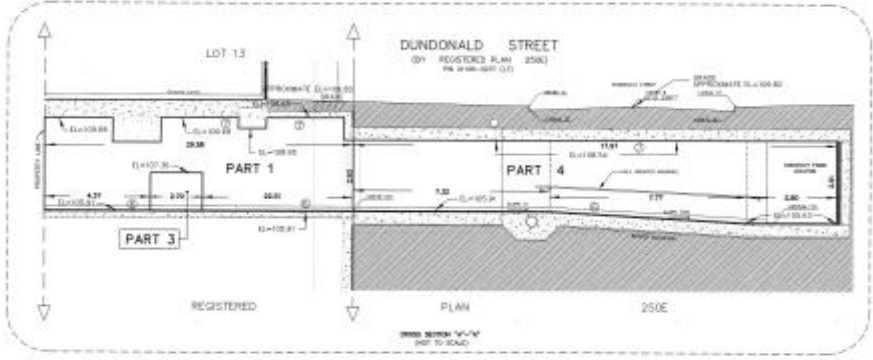
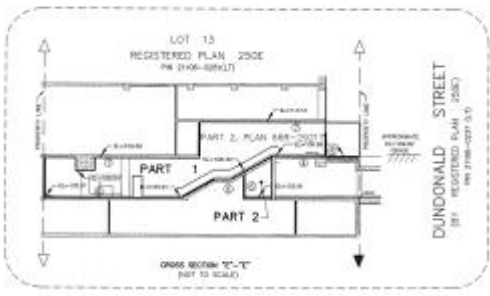
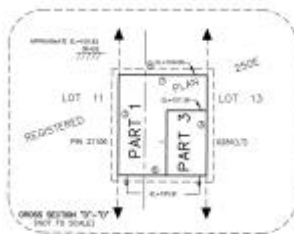
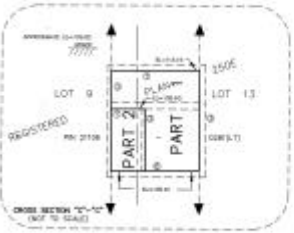
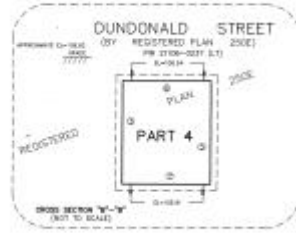
I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLE ACT.		PLAN 66R-32285
DEPOSITED THIS 22ND DAY OF		REGISTERED AND DEPOSITED
DATE		December 13, 2024
 PRASHANT RAMACHANDRAN ISSUED LAND SURVEYOR		 REPRESENTATIVE FOR THE REGISTRAR FOR THE LAND TITLE DIVISION OF THE TORONTO REGISTRY OFFICE (No. 48)

STRATA PLAN OF SURVEY OF
 PART OF LOTS 8, 9, 10, 11, 12 & 13
 AND
 PART OF DUNDONALD STREET
 REGISTERED PLAN 250E
 CITY OF TORONTO
 SCALE: 1 : 100
 R. AVIS SURVEYING INC.

NOTES AND LEGEND

ELEVATIONS SHOWN HEREIN ARE GEODETIC AND ARE REFERRED TO CITY OF TORONTO BENCH MARK No. T2227PNSD, HAVING AN ELEVATION = 111.028 metres.

- ① BENCHES VERTICAL PLANE ESTABLISHED BY MEASUREMENT
- ② BENCHES HORIZONTAL PLANE ESTABLISHED BY GEODETIC ELEVATIONS
- ③ DOTTED VERTICAL PLANE ESTABLISHED BY FACE OF WALL/COLUMN AND PROJECTION
- ④ DOTTED HORIZONTAL PLANE ESTABLISHED BY CENTERLINE OF CURVE WALL AND PROJECTION
- ⑤ DOTTED HORIZONTAL PLANE ESTABLISHED BY CENTERLINE OF WALL/COLUMN AND PROJECTION
- ⑥ DOTTED HORIZONTAL PLANE ESTABLISHED BY TOP OF CONCRETE SLAB AND PROJECTION
- ⑦ DOTTED HORIZONTAL PLANE ESTABLISHED BY LOWER SURFACE OF CONCRETE SLAB AND PROJECTION
- ⑧ BENCHES ELEVATION OF PART NOT LIMITED.



 R. AVIS SURVEYING INC. SUITE 202 225 YORKLAND BOULEVARD TORONTO, ONTARIO M2J 4Y8 TEL: (416) 481-8332 www.ravisurveying.com FAX: (416) 481-8336	