

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

TRACKING NO.: 2022-321

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

Prepared By:	Miles Argue	Division:	Corporate Real Estate Management
Date Prepared:	December 28, 2022	Phone No.:	416-397-7522

Purpose	To obtain authority to enter the City into an easement transfer agreement (the "ETA") between the City of Toronto (the "City") as transferee and Toronto and Region Conservation Authority ("TRCA"), as transferor, pursuant to which the City will be granted permanent easement rights in connection with the Baby Point Forcemain Replacement Project (the "Permanent Easement").
Property	Parts of the property known municipally as 10 Catherine Street, being part of Block B on Plan 1686 (Etobicoke) and part of Lots 2 and 3, Concession 2 From the Bay Humber Range (the "Property"); and Part of the bed of the Humber River in the Geographic Township of Etobicoke (the "Crown Lands")
Actions	<ol style="list-style-type: none"> Authority be given to enter into the ETA substantially on the terms and conditions set out below and such other terms and conditions as may be deemed appropriate by the Director, Real Estate Services (or their designate) and in a form satisfactory to the City Solicitor. Authority be given to execute, on behalf of the City, an application to the Ministry of Natural Resources ("MNRF") and Forestry for an easement over the Crown Lands.
Financial Impact	There is no financial impact to the City. TRCA has agreed to convey the Permanent Easement to the City for nominal consideration.
Comments	<p>Toronto Water has undertaken work to construct approximately 1200 meters of new 300mm diameter PVC sanitary forcemain (the "Works") at the Property, between Home Smith Park Road and Old Mill Drive, in accordance with a Permit issued by TRCA on January 15, 2021. The construction of the Works has progressed to substantial completion.</p> <p>TRCA has agreed to convey a permanent easement interest to the City to provide for the ongoing operation of the Works and other appurtenant rights; accordingly, TRCA has executed an ETA, containing the terms and conditions set out below, and it is therefore prudent to execute the ETA on behalf of the City and register the Easement on title to the lands.</p> <p>Because a portion of the Works have been constructed on unpatented lands located beneath the bed of the Humber River, it will also be necessary to obtain easement rights from MNRF. To initiate the review process, MNRF requires that an application be made in the form prescribed by the Public Lands Act, to be executed by the City official with authority to bind the corporation. Accordingly, the authority to execute the said application is sought herein.</p>
Terms	See Appendix "1"

Property Details	Ward:	3 – Etobicoke Lakeshore & 4 – Parkdale High Park
	Assessment Roll No.:	n/a
	Approximate Size:	irregular
	Approximate Area:	11,058.2 m ² ± (119,029.5 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 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 checked="" 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:		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:	No objection	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Water	Division:	
Contact Name:	Regi Alexander	Contact Name:	
Comments:	Concur	Comments:	

Legal Services Division Contact

Contact Name:	Jennifer Davidson, Solicitor
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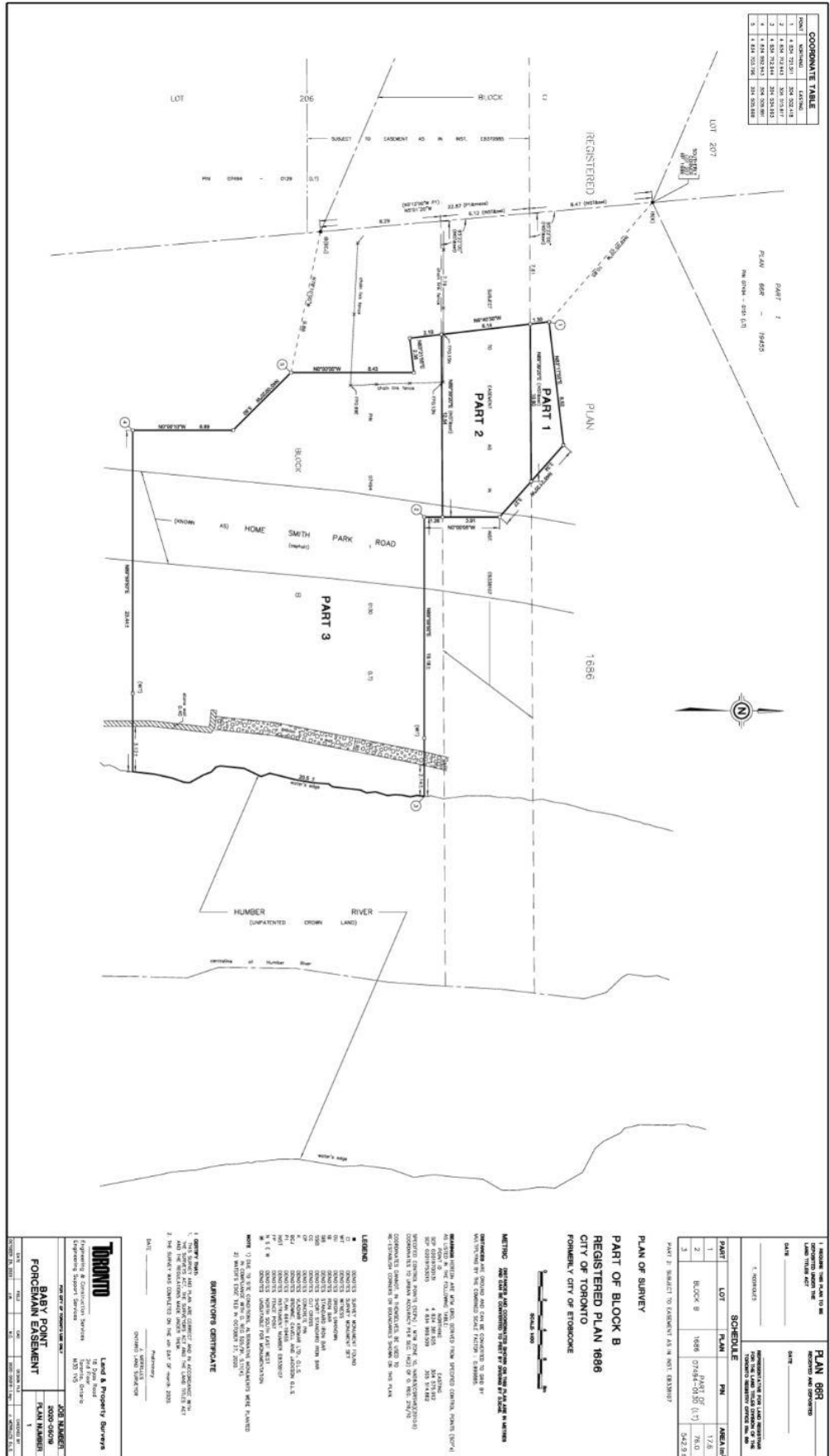
DAF Tracking No.: 2022-321	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Van Hua <input type="checkbox"/> Approved by:	Dec. 29, 2022	Signed by Van Hua
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Dec. 30, 2022	Signed by Alison Folosea

Appendix "1" – Terms and Conditions of Easement Transfer Agreement

1. **Transferors:** TRCA
 2. **Transferee:** City of Toronto
 3. **Consideration:** Nominal
 4. **Servient Lands:**
 - a. **FIRSTLY:** that portion of the Firstly Described Transferor Lands above, described as Part of Block B, Plan 1686, City of Toronto (City of Etobicoke) designated as Parts 1, 2, and 3 on Draft Plan Job No. 2020-05019 (West - 1) and being part of PIN 07494-0130(LT) registered in the Land Registry Office.
 - b. **SECONDLY:** that portion of the Secondly Described Transferor Lands above, described as Part of Lots 2 and 3, Concession 2 from the Bay, Humber Range, City of Toronto (City of York) designated as Parts 1 to 23, inclusive on Draft Plan Job No. 2020-05019 (East – 3) and being part of PIN 10526-0646(LT) registered in the Land Registry Office.
 5. **Dominant Lands:** None – easement in gross under section 72 of the *City of Toronto Act*
 6. **Purpose:** all rights reasonably necessary or incidental to attaining the purposes of the Permanent Easement, including rights:
 - a. to enter access, pass and re-pass for ingress and egress In/On the Transferor Lands at any time or times, on foot and with vehicles, equipment, gear, apparatus, machinery, tools, implements, supplies, stores and materials;
 - b. to Operate the Works; and
 - c. to take proactive and remedial measures to prevent and correct any circumstance or condition that is having or could have the effect of interfering with or derogating from the attainment of such purposes, including measures to: (1) remove from the Permanent Easement Lands any natural or manmade fixtures or chattels, including boulders, rocks, accumulations, fences or apparatus related to decoration, signage, lighting and/or utilities; and (2) sever, fell remove or control the growth of any roots, trees, stumps, brush, vegetation or landscaping In/On the Permanent Easement Lands; and (3) secure and protect the Works from hazard.
 7. **City covenants:**
 - a. THAT the City shall fully indemnify the Transferor from any and all claims from injuries, damages or costs of any nature resulting in any way, either directly or indirectly, from the granting and use of the easements herein or the carrying out of construction;
 - b. THAT prior to commencement of construction:
 - c. an archeological investigation shall be completed by the City, with any mitigative measures being carried out to the satisfaction of the Transferor's staff, at the expense of the City;
 - d. the City shall obtain a permit pursuant to Ontario Regulation 166/06, as amended;
- THAT all of the Transferor Lands disturbed by the proposed works shall be revegetated/stabilized by the City following construction and, where deemed appropriate by the Transferor's staff, a landscape plan be prepared by the City for the Transferor's staff review and approval in accordance with existing landscaping guidelines of the Transferor.

Appendix "2" – Draft Plans Job Nos. 2020-05019 (West) and 2020-05019 (East)

(A) Draft Plan Job No. 2020-05019 (West - 1) Permanent Easement Lands are Parts 1-3 inclusive



PART 1		
NO.	DESCRIPTION	AREA
1	1	1.78
2	2	78.0
3	3	542.91

SCHEDULE				
PART	LOT	PLAN	AREA (SQ. FT.)	AREA (SQ. M.)
1	1	1896	1.78	0.17
2	2	1896	78.0	7.26
3	3	1896	542.91	50.36

REGISTERED PLAN 1896
PART OF BLOCK B
REGISTERED PLAN 1896
CITY OF TORONTO
 FORMERLY, CITY OF ETOBICOKE



METHOD: THIS PLAN IS A DRAFT PLAN FOR THE PURPOSES OF THE PROVISIONAL REGISTERED PLAN ACT AND IS NOT TO BE CONSIDERED AS A FINAL PLAN. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEY REGULATIONS.

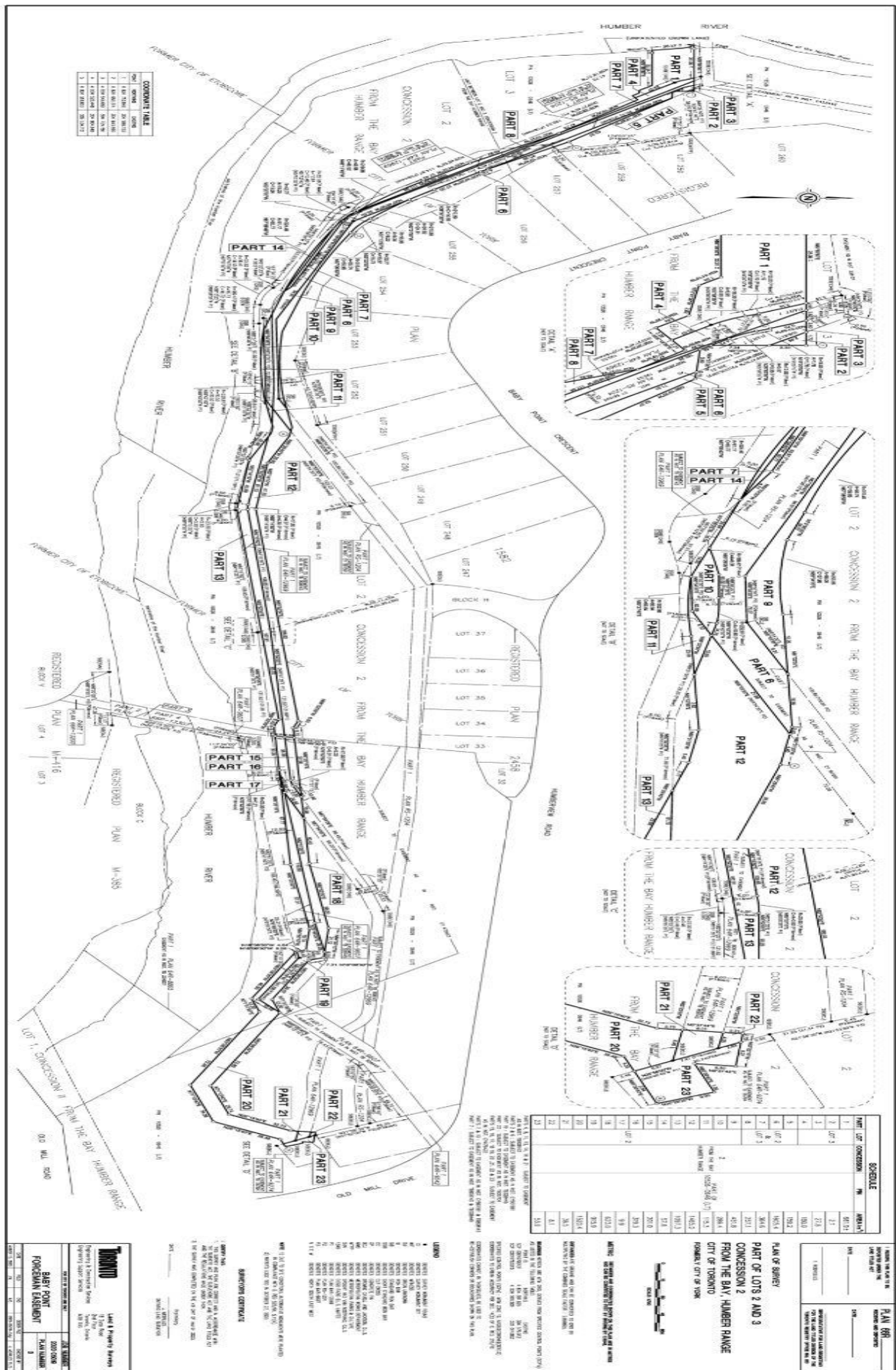
LEGEND:

- SHADING: SHADING INDICATES THE AREA OF THE SURVEY.
- BOUNDARIES: BOUNDARIES ARE SHOWN BY SOLID LINES.
- ADJACENT LOTS: ADJACENT LOTS ARE SHOWN BY DASHED LINES.
- STREETS: STREETS ARE SHOWN BY DOTTED LINES.
- WATER: WATER IS SHOWN BY WAVE PATTERNS.
- UNPAVEMENT: UNPAVEMENT IS SHOWN BY CROSS-HATCHING.
- CONCRETE: CONCRETE IS SHOWN BY DIAGONAL HATCHING.

TORONTO Land & Property Surveys
 247 Front Street East
 Toronto, Ontario M5E 1B3

DATE: 2020-05-01
PROJECT: BABY POINT FORECMAN EASEMENT
DRAWN BY: JOE TILKINEN
CHECKED BY: KIAN KHARBIN

(B) Draft Plan Job No. 2020-05019 (East - 3) Permanent Easement Lands are Parts 1 to 23, inclusive



COUNT TABLE

1	CONCESSION 1 FROM THE BAY HUMBER RANGE	1
2	CONCESSION 2 FROM THE BAY HUMBER RANGE	1
3	CONCESSION 3 FROM THE BAY HUMBER RANGE	1
4	CONCESSION 4 FROM THE BAY HUMBER RANGE	1
5	CONCESSION 5 FROM THE BAY HUMBER RANGE	1
6	CONCESSION 6 FROM THE BAY HUMBER RANGE	1
7	CONCESSION 7 FROM THE BAY HUMBER RANGE	1
8	CONCESSION 8 FROM THE BAY HUMBER RANGE	1
9	CONCESSION 9 FROM THE BAY HUMBER RANGE	1
10	CONCESSION 10 FROM THE BAY HUMBER RANGE	1
11	CONCESSION 11 FROM THE BAY HUMBER RANGE	1
12	CONCESSION 12 FROM THE BAY HUMBER RANGE	1
13	CONCESSION 13 FROM THE BAY HUMBER RANGE	1
14	CONCESSION 14 FROM THE BAY HUMBER RANGE	1
15	CONCESSION 15 FROM THE BAY HUMBER RANGE	1
16	CONCESSION 16 FROM THE BAY HUMBER RANGE	1
17	CONCESSION 17 FROM THE BAY HUMBER RANGE	1
18	CONCESSION 18 FROM THE BAY HUMBER RANGE	1
19	CONCESSION 19 FROM THE BAY HUMBER RANGE	1
20	CONCESSION 20 FROM THE BAY HUMBER RANGE	1
21	CONCESSION 21 FROM THE BAY HUMBER RANGE	1
22	CONCESSION 22 FROM THE BAY HUMBER RANGE	1
23	CONCESSION 23 FROM THE BAY HUMBER RANGE	1

SCHEDULE

PART	LOT	CONCESSION	NO.	AREA (M ²)
1	1	1	1	111.1
1	2	1	2	111.1
1	3	1	3	111.1
1	4	1	4	111.1
1	5	1	5	111.1
1	6	1	6	111.1
1	7	1	7	111.1
1	8	1	8	111.1
1	9	1	9	111.1
1	10	1	10	111.1
1	11	1	11	111.1
1	12	1	12	111.1
1	13	1	13	111.1
1	14	1	14	111.1
1	15	1	15	111.1
1	16	1	16	111.1
1	17	1	17	111.1
1	18	1	18	111.1
1	19	1	19	111.1
1	20	1	20	111.1
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1	95	1	95	111.1
1	96	1	96	111.1
1	97	1	97	111.1
1	98	1	98	111.1
1	99	1	99	111.1
1	100	1	100	111.1

TORONTO City of Toronto
LAND & SURVEY Department
PLANNING & DEVELOPMENT Division
CONCESSION 2 FROM THE BAY HUMBER RANGE
CONCESSION 1 FROM THE BAY HUMBER RANGE
PERMANENT EASEMENT
PLAN 881
DATE: 2020-05-01
SCALE: AS SHOWN

LEGEND

- 1. BAY FRONT
- 2. HUMBER RIVER
- 3. CONCESSION 1 FROM THE BAY HUMBER RANGE
- 4. CONCESSION 2 FROM THE BAY HUMBER RANGE
- 5. CONCESSION 3 FROM THE BAY HUMBER RANGE
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- 24. CONCESSION 22 FROM THE BAY HUMBER RANGE
- 25. CONCESSION 23 FROM THE BAY HUMBER RANGE

NOTES

1. THIS PLAN IS A DRAFT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
3. THE BAY FRONT IS DEFINED AS THE LINE OF THE HUMBER RIVER.
4. THE CONCESSIONS ARE DEFINED AS THE AREAS SHOWN ON THIS PLAN.
5. THE PERMANENT EASEMENT IS DEFINED AS THE AREAS SHOWN ON THIS PLAN.
6. THE HUMBER RIVER IS DEFINED AS THE WATERWAY SHOWN ON THIS PLAN.
7. THE CITY OF TORONTO IS THE OWNER OF THE LANDS SHOWN ON THIS PLAN.
8. THE CITY OF TORONTO IS THE GRANTOR OF THE PERMANENT EASEMENT.
9. THE PERMANENT EASEMENT IS GRANTED TO THE CITY OF TORONTO.
10. THE PERMANENT EASEMENT IS GRANTED FOR THE PURPOSES OF THE HUMBER RIVER FRONTAGE DEVELOPMENT.
11. THE PERMANENT EASEMENT IS GRANTED FOR A TERM OF 99 YEARS.
12. THE PERMANENT EASEMENT IS GRANTED IN FAVOR OF THE CITY OF TORONTO.
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PLANNING & DEVELOPMENT
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CONCESSION 2 FROM THE BAY HUMBER RANGE
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PERMANENT EASEMENT
PLAN 881
DATE: 2020-05-01
SCALE: AS SHOWN

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 11. THE PERMANENT EASEMENT IS GRANTED IN FAVOR OF THE CITY OF TORONTO.
 12. THE PERMANENT EASEMENT IS GRANTED TO THE CITY OF TORONTO.
 13. THE PERMANENT EASEMENT IS GRANTED FOR THE PURPOSES OF THE HUMBER RIVER FRONTAGE DEVELOPMENT.
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