

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

**TRACKING NO.: 2023-141**

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

Prepared By:	Bruno Iozzo	Division:	Corporate Real Estate Management
Date Prepared:	May 15, 2023	Phone No.:	(416) 392-8151

<b>Purpose</b>	To obtain authority to enter into three (3) separate licence agreements (the "Agreements") with Metrolinx to permit Metrolinx to temporarily access and use portions of the City's lands to construct certain improvements and works in connection with the Scarborough Subway Extension (the "Project").
<b>Property</b>	<p>Portions of the following properties (the "Properties"):</p> <ol style="list-style-type: none"> <li>Municipally known as 2457 Eglinton Avenue East &amp; 155 Transway Crescent and legally described as Part of Lots 1 &amp; 2, Plan 3973, as in Part 1, Expropriation Plan 10377, except Part 3, 64R9021; Part Lot 2, Plan 3973, as Part in SC586340, lying, south-east of Plan 64R9021; Scarborough, City of Toronto, being part of PIN 06437-0252 (LT);</li> <li>The triangular shaped parking lot area fronting Transway Crescent legally described as Part of Lot 28, Concession C, Parts 4 and 5, 64R4925, except Part 3, 64R9021; subject to SC277067 Scarborough, City of Toronto, being part of PIN 06437-0004 (LT); and</li> <li>The Toronto Transit Commission stairwell area adjacent to the Kennedy GO Rail tracks legally described as Part of Lot 4, Plan 1697, Part 1, 64R6495, together with TB358620; Scarborough, City of Toronto, being part of PIN 06493-0203 (LT).</li> </ol>
<b>Actions</b>	<ol style="list-style-type: none"> <li>Authority be granted to enter into the Agreements with Metrolinx, substantially on the terms and conditions set out in Appendix "A", and on such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.</li> </ol>
<b>Financial Impact</b>	<p>The City will collect a total licence fee in the amount of \$860,813.71 plus applicable taxes for the Agreements. The revenues will be directed to the 2023 Council Approved Operating Budget for Corporate Real Estate Management under cost centre FA1495 and functional area code 3220200000.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
<b>Comments</b>	<p>On December 15, 2021, City Council adopted Item EX28.12 titled "Metrolinx Subways Program – Real Estate Protocol and Land Valuation Principles for Subways and GO Expansion Programs". Upon its adoption, the City and Metrolinx entered into an agreement dated June 16, 2022 that outlined the process for real estate transactions related to subway projects (the "Real Estate Protocol"). The Real Estate Protocol provides a clear process for the City and Metrolinx to follow relating to the acquisition, ownership and disposition of real property between the parties, both temporary and permanent interests, required for the Subways Program, which includes the Scarborough Subway Extension, the Ontario Line and the Yonge North Subway Extension.</p> <p>Metrolinx intends to construct certain improvements and works in connection with the Project, which requires temporary access to and use of the Properties as identified on the sketches shown in Appendix "C". The City has agreed to grant a temporary licence to Metrolinx to enter and utilize the Properties to undertake these works associated with the Project. The terms and conditions of the Agreements are substantially as provided in the Real Estate Protocol.</p> <p>The proposed licence fee and other major terms and conditions of the Agreements are considered to be fair, reasonable and reflective of market rates.</p>
<b>Terms</b>	Please see Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	20 – Scarborough Southwest
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	2,985 m <sup>2</sup> + 1,030 m <sup>2</sup> + 24 m <sup>2</sup> = 4,153 m <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 checked="" 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 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:	Gary Crawford	Councillor:	
Contact Name:	Kirstin Campbell – Executive Assistant	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:	Toronto Transit Commission	Division:	Financial Planning
Contact Name:	David Cooper / Rafael Gutierrez	Contact Name:	Ciro Tarantino
Comments:	No issues with the request	Comments:	Comments included

**Legal Services Division Contact**

Contact Name:	Luxmen Aloysius
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DAF Tracking No.: 2023-141	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Vinette Prescott-Brown</b>	May 16, 2023	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	May 18, 2023	Signed by Alison Folosea

## Appendix "A" – Major Terms and Conditions of the Agreements

### Term:

One (1) year

### Commencement Date:

Upon execution of the Agreements by both parties

### Right to Extend:

Metrolinx shall have the unilateral right to extend the term of the Agreements (the "Extension Term"), on the same terms and conditions as contained in the Agreements, subject to providing the City with proper written notice and an extension term fee

### Permitted Purpose:

All works and uses in connection with the construction of the Project, including, without limitation:

1. subsurface installation of hoarding at platform and track level to delineate Works from TTC transit operations, protection, relocation and replacement of existing TTC infrastructure and civil/electrical/mechanical Works for permanent Project infrastructure;
2. surface construction and maintenance of temporary Project Infrastructure; access road construction for light and heavy duty construction vehicles and associated equipment, service vehicles, mobile cranes, supplies, equipment, support facilities, fencing, drainage, grading, paving, excavation, landscaping and traffic signalization; and
3. surface construction staging, designated contractor parking area and laydown areas, access, access road construction, all necessary tree protection zones/hoarding, removal of vegetation and removal of trees

### Metrolinx Covenants

1. Metrolinx accepts the Licensed Areas in an "as is", "where is" condition and will not require the City to pay for or do any work, or supply any equipment or services, save and except as specifically provided in the Agreements (or as otherwise agreed upon in writing by the City and Metrolinx)
2. The City shall be permitted, subject to the approval of Metrolinx on a case-by-case basis, to carry out inspections of the Licensed Areas as it deems reasonably necessary, and upon not less than seventy-two (72) hours' prior written notice to Metrolinx

### Existing Rights Holders

Metrolinx acknowledges that the Agreements are subject to all leases, subleases, easements, licences, permits, rights of use or occupation or other rights of Existing Rights Holders

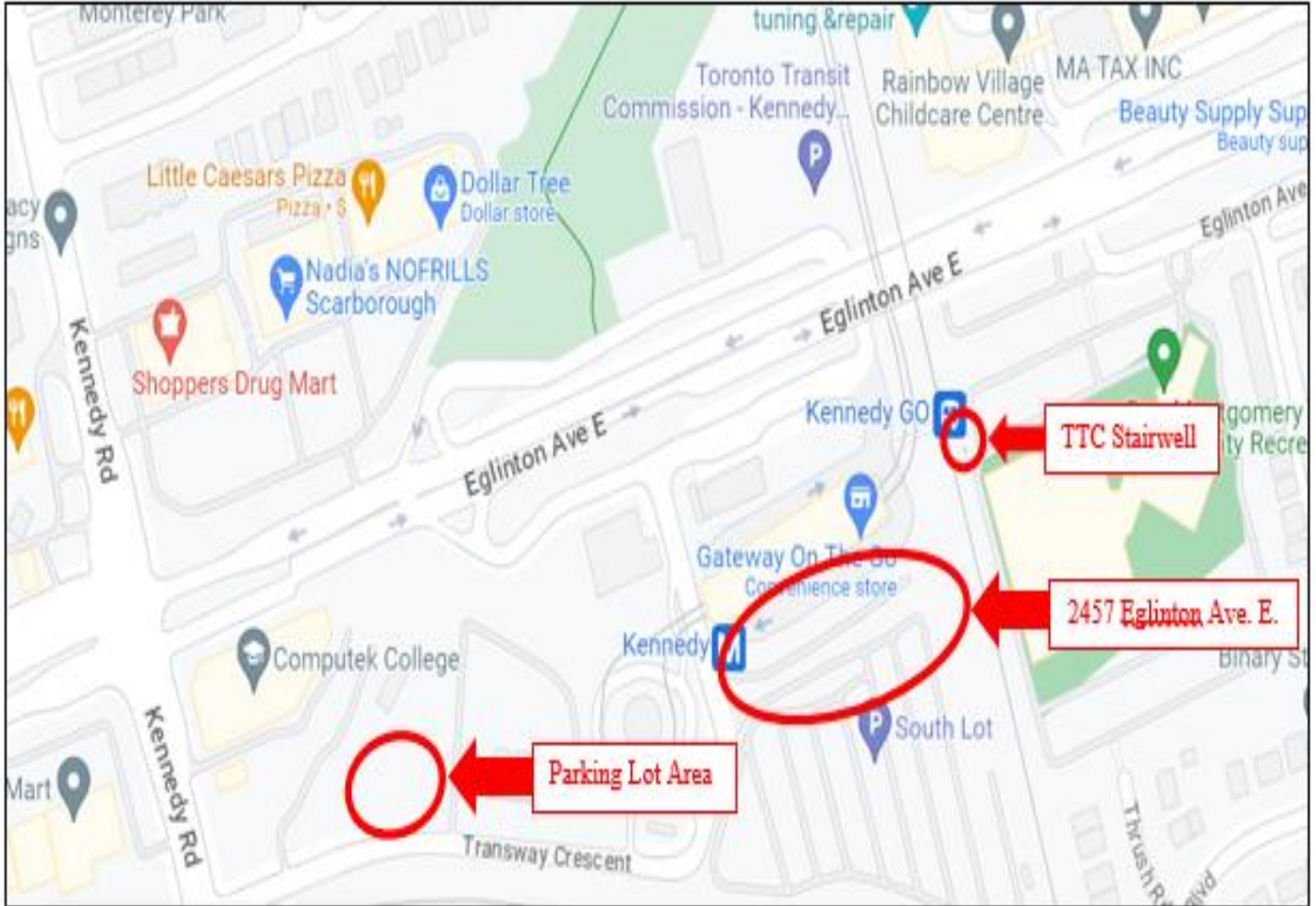
### Removal and Restoration:

With the exception of the areas that will be acquired by Metrolinx on a permanent basis by way of fee simple interest or permanent easement on the expiry or early termination of the Agreements, Metrolinx shall repair at its own expense and to the satisfaction of the City, acting reasonably, all damage to the Properties and improvements thereon caused by the use of the Properties by Metrolinx or its Authorized Users and shall restore the Properties to substantially the same condition that the Properties were in prior to the commencement of the Agreements

### Indemnity and Insurance:

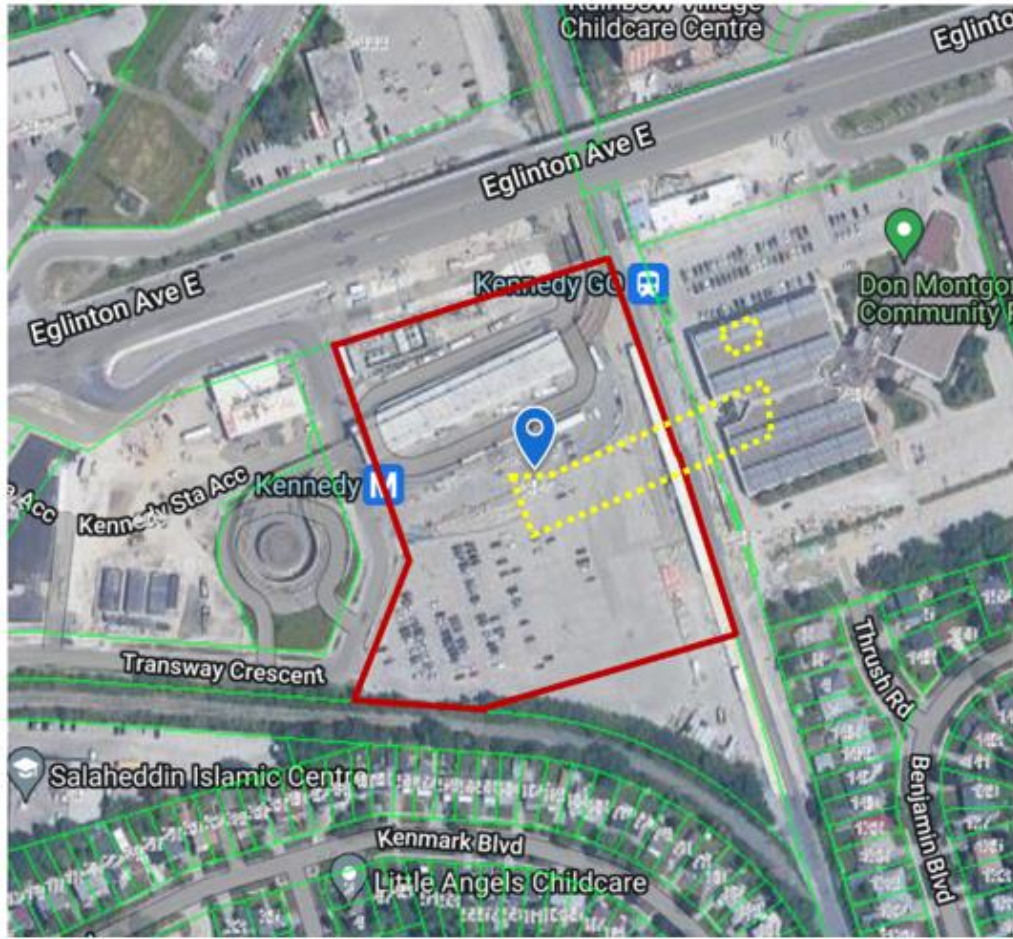
The parties agree that the provisions contained in Section P of the Real Estate Protocol will apply to the Agreements

Appendix "B" – Location Map



Appendix "C" – The Properties

2457 Eglinton Ave E



Parking Lot Area



### TTC Stairwell

