

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

**TRACKING NO.: 2023-159**

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

<b>Prepared By:</b>	Bruno Iozzo	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	June 2, 2023	<b>Phone No.:</b>	(416) 392-8151

<b>Purpose</b>	To obtain authority to enter into an encroachment and consent agreement (the "Agreement") with Sabrina Gherbaz and Derek Martin (collectively, the "Transferor") to permit certain encroachments by both parties on lands located on the Transferor's property that are subject to an easement in favour of the City for access purposes only.
<b>Property</b>	A portion of the property municipally known as 158 Edenbridge Drive (formerly 164 Edenbridge Drive) and legally described as Part of Centre Drive, Plan 789, closed by EB79887 and EB166836, and Part of Lot 19, Plan 789, being Part 1 and 2 on Plan 64R-6088, City of Toronto, being part of PIN 07488-0130 (LT) (the "Property").
<b>Actions</b>	1. Authority be granted to enter into the Agreement with the Transferor, substantially on the terms and conditions set out below, and on such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.
<b>Financial Impact</b>	<p>There is no financial impact associated with the proposed Agreement. If applicable, the City will incur a registration fee in the amount of approximately \$100. Funding for this expense is available in the Toronto Water capital account CWW466-08.</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>In 1964, the City was granted an easement over a portion of the Transferor's lands for the purpose of carrying out remedial or stream correction work in relation to the adjacent Silver Creek Channel (Instrument No. EB282814).</p> <p>In 2006, the City was granted an additional easement over a different portion of the Transferor's lands for the sole purpose of access to the easement lands conveyed to the City in 1964 (Instrument No. AT1314219).</p> <p>In an effort to manage stream erosion in the Silver Creek Channel, the City constructed an armour stone wall on the Property. The Transferor informed the City that a small portion of the armour stone wall was constructed on the lands subject to the 2006 easement for access purposes only (the "Armour Stone Wall Encroachment"). Upon inspection, it was discovered that the Transferor or its predecessors had constructed certain encroachments on the City's 2006 access easement lands. Given the respective benefits of each party's encroachments, the Transferor has agreed to permit the Armour Stone Wall Encroachment and the City has agreed to permit the existing Transferor encroachments to remain on the City's access easement lands, subject to certain conditions contained within the Agreement.</p> <p>The proposed major terms and conditions of the Agreement are considered to be fair and reasonable to both parties.</p>
<b>Terms</b>	Please see Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	2 – Etobicoke Centre
	<b>Assessment Roll No.:</b>	19 19 023 120 052 00
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	
	<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/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><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 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 checked="" 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:	Stephen Holyday	Councillor:	
Contact Name:	Christine Arezes	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 Water	Division:	Financial Planning
Contact Name:	Bill Snodgrass	Contact Name:	Ciro Tarantino
Comments:	Approves agreement	Comments:	No edit required

**Legal Services Division Contact**

Contact Name:	Jack Payne
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DAF Tracking No.: 2023-159	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Vnette Prescott-Brown</b>	June 8, 2023	Signed by Vnette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	June 12, 2023	Signed by Alison Folosea

## Appendix "A" – Major Terms

### **Armour Stone Wall Encroachment**

The Transferor consents to the Armour Stone Wall Encroachment, on the terms and conditions set out in the Agreement

### **Owner-Owned Encroachments**

The City consents to the Transferor's Gazebo Encroachment, the Deck Encroachment, the Fireplace and Retaining Wall Encroachment and the Fence Encroachment (as defined in the Agreement) on the terms and conditions set out set out in the Agreement

### **City Access Requirements**

In the event the City requires access to the Silver Creek or the Armour Stone Wall located on the Transferor's lands and there is no other reasonable means for the City to access same, the City can require the Transferor to remove the encroaching part of the gazebo. If the City requires the Fence Encroachment to be removed to exercise its easement rights, the City shall remove and then reinstate the Fence Encroachment, at its cost.

### **Front and Back Yard Gates**

The City confirms that these gates, required by the City, have been installed by the Transferor to the City's satisfaction

### **Maintenance**

Each party shall be responsible to repair and maintain their respective encroachments at their sole cost and expense

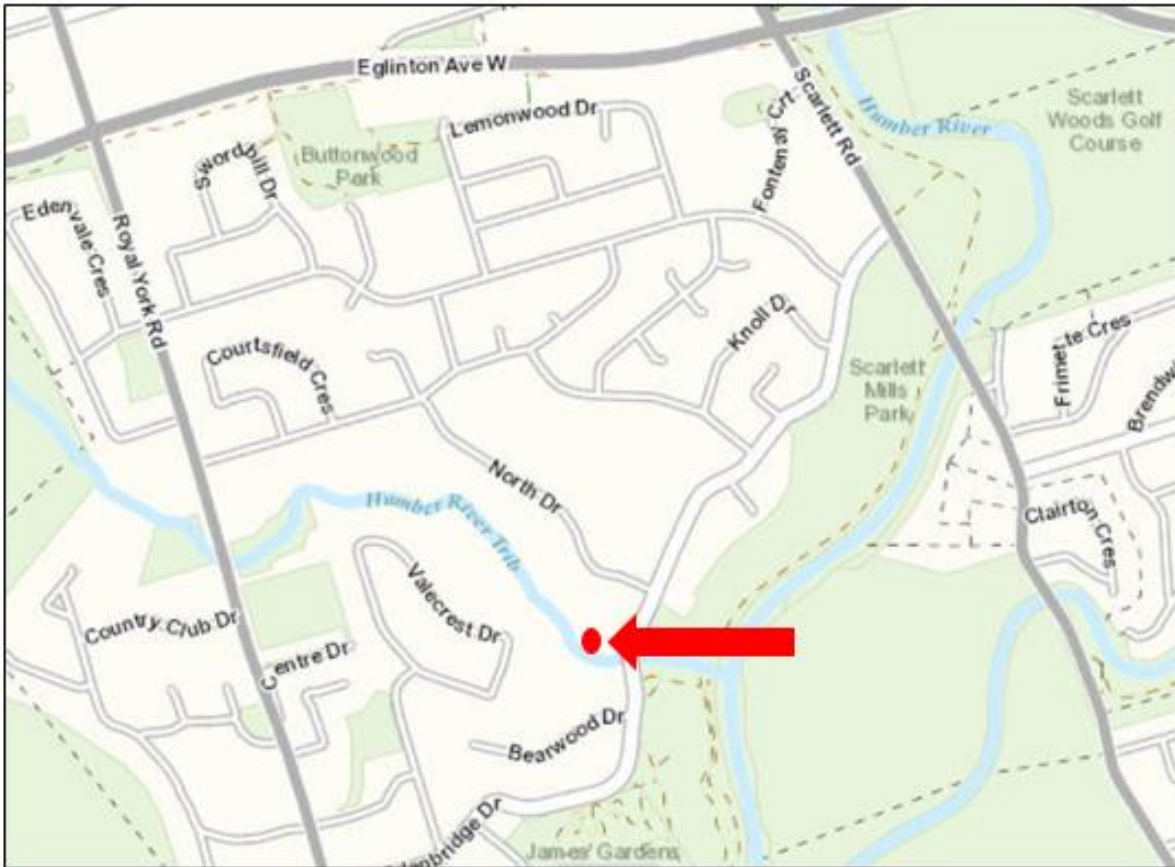
### **Notice**

The City shall provide the Transferor with appropriate notice as required in the 2006 easement agreement prior to entering onto the easement lands for the purpose of accessing, inspecting, maintaining, repairing, replacing or removing the Armour Stone Wall

### **Indemnity**

The City shall indemnify and save harmless the Transferor from any and all claims, demands, damages, costs, and expenses arising from or relating to the Armour Stone Wall Encroachment, except to the extent caused by the negligence or willful misconduct of the Transferor or those for whom the Transferor is at law responsible

### Appendix "B" – Location Map



# Appendix "C" - Site Plan

**SURVEYOR'S REAL PROPERTY REPORT**  
**PART 1 - PLAN OF SURVEY OF**  
**LOT 19**  
**AND PART OF**  
**CENTRE DRIVE**  
 (CLOSED BY BY-LAW No. 2435, INST. No. E879887 & CONFIRMED BY PART 2 REPORT SUMMARY OF REGISTERED PLAN 789)  
**REGISTERED PLAN 789**  
 IN THE  
**CITY OF TORONTO**

SCALE 1 : 200  
 THE INTENDED PLOT SIZE OF THIS PLAN IS 740mm IN WIDTH BY 450mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:200, INCLUDING 15mm BORDERS EACH BORDERED.  
 MACKAY, MACKAY & PETERS LIMITED - ONTARIO LAND SURVEYORS

**KNOWN AS MUNICIPAL No. 186 EDEBRIDGE DRIVE**

**PART 2 - REPORT SUMMARY** (TO BE READ IN CONJUNCTION WITH PART 1)  
 THIS REPORT IS THE PROPERTY OF MACKAY, MACKAY & PETERS LIMITED. IT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED IN THE REPORT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MACKAY, MACKAY & PETERS LIMITED.

**REGISTERED EASEMENTS AND/OR RIGHTS-OF-WAY:**  
 AS IN INST. No. E828214 & A7131479

**ADDITIONAL REMARKS:**  
 REFER TO PART 1 OF SURVEY FOR THE LOCATION OF BUILDINGS, STRUCTURES, FENCES & UTILITIES

**METRIC** (CONFORMS WITH THE METRIC SYSTEM AS SET OUT IN THE METRIC ACT AND THE METRIC REGULATIONS AND THE METRIC ACT AND THE METRIC REGULATIONS AS AMENDED)  
**ASSOCIATION OF ONTARIO LAND SURVEYORS**  
**PLAN SUBMISSION FORM V-26125**



THIS PLAN IS NOT VALID UNLESS APPROVED BY THE SURVEYOR ORIGINAL SURVEYOR REGISTRATION NO. 123456789 REGULATION 1008, SECTION 20(9)

- LEGEND**
- DENOTES A SURVEY MONUMENT FOUND
  - DENOTES A SURVEY MONUMENT PLANTED
  - DENOTES A SURVEY MONUMENT SET
  - SSB DENOTES SHORT STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - PI DENOTES PLAN 666-22164
  - WID DENOTES A WITNESS MONUMENT
  - (WD) DENOTES WITNESS MONUMENT
  - (OO) DENOTES OPEN UNKNOWN
  - PL DENOTES PLANT
  - FW DENOTES FIRE WALL
  - PH DENOTES FIRE HYDRANT
  - ULS DENOTES UTILITY LIGHT STANDARD
  - ULS DENOTES UTILITY LIGHT STAND
  - CUF DENOTES CHAIN LINK FENCE
  - MF DENOTES METAL FENCE
  - SW DENOTES STONE RETAINING WALL

ALL BUILDING TIES ARE TO FOUNDATION AND ARE PERPENDICULAR TO PROPERTY LINES UNLESS OTHERWISE NOTED

**BEARING REFERENCE**  
 BEARINGS ARE ASTROLOGIC AND ARE REFERRED TO THE SOUTHWESTERLY LIMIT OF EDEBRIDGE DRIVE AS SHOWN ON PLAN 666-22164 HAVING A BEARING OF N83°01'10"W

**SURVEYOR'S CERTIFICATE**

- I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT.
  2. THE SURVEY WAS COMPLETED ON THE 4th DAY OF AUGUST, 2022.

AUGUST 5, 2022

DATE

FOR MACKAY, MACKAY & PETERS LIMITED

**MMP**  
 MACKAY, MACKAY & PETERS LIMITED  
 LAND SURVEYORS & MAPPERS  
 22-143

