



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

**TRACKING NO.: 2025-201**

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

<b>Prepared By:</b>	Miles Argue	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	May 12, 2025	<b>Phone No.:</b>	416-397-7522
<b>Purpose</b>	To obtain authority for the City of Toronto to enter into a temporary easement agreement with Aqualuna Bayside Toronto Inc. (the "Owner") for the purpose of granting the City, in its capacity as the registered owner of the R6 Lands hereafter defined, (and its successors in title) temporary crane swing rights through the Air Access Encroachment Area, as hereafter defined, above the soon-to-be condominium building located at 155 Merchant's Wharf (the "Crane Swing Easement").		
<b>Property</b>	<p>The Crane Swing Easement will benefit and run with the City-owned property legally described as Block 2, Plan 66M2542 [PIN 21384-0219 (LT)] (the "R6 Lands") and will burden part 38 on the draft r-plan attached hereto as Appendix "C" (the "Burdened Lands").</p> <p>The Burdened Lands are part of the larger property legally described as Part of Block 4 on Plan 66M2542, being Parts 1 and 2, and Parts 7 to 38 inclusive on draft r-plan [PIN 21384-0322] (the "Aqualuna Lands") all as shown on the Location Map in Appendix "B".</p>		
<b>Actions</b>	<p>1. Authority be granted to enter into an agreement with the Owner (the "Agreement") for the acquisition by the City of the Crane Swing Easement, for nominal consideration, substantially on the major terms and conditions set out below, and including such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.</p>		
<b>Financial Impact</b>	<p>There is no financial impact to the City, as the Owner is granting the Crane Swing Easement to the City for nominal consideration. The financial impact of any costs associated with the City's insurance obligations below will be detailed and appropriate authority be sought once a site developer has been identified for the R6 Lands.</p>		
<b>Comments</b>	<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> <p>As part of the Bayside Development within the East Bayfront Precinct, Toronto Waterfront Revitalization Corporation ("Waterfront Toronto"), as master developer of the East Bayfront, entered into a Restated Development Agreement dated August 14, 2020 (the "RDA") with the Owner for the development and construction of a residential condominium project on the Aqualuna Lands. The Aqualuna Lands were conveyed from the City to the Owner pursuant to an Amended and Restated Purchase and Sale Agreement dated August 14, 2020 (the "Restated APS") pursuant to the authority given under Item GL6.24 adopted by City of Toronto Council on July 16, 17 and 18, 2019.</p> <p>Pursuant to Item EX42.16 adopted by City of Toronto Council on June 10, 11, 12 &amp; 13, 2014, the R6 Lands have been set aside for a City-owned affordable housing initiative, potentially under a Land Development Agreement ("LDA") between the City and Hines authorized by Item EX46.33 adopted by Toronto City Council on August 25, 26 and 27, 2010. Subject to Hines' rights under the LDA, the R6 Lands are also identified within the scope of the City's Housing Now initiative, managed by CreateTO, pursuant to the HousingTO 2020-2030 Action Plan. Accordingly, Waterfront Toronto and CreateTO have been consulted during the negotiation of the Crane Swing Easement.</p> <p>To facilitate the development of the R6 Lands as an affordable housing initiative, Waterfront Toronto obtained a covenant from the Owner in the RDA to convey the Crane Swing Easement to the City, upon the request of either the City or Waterfront Toronto.</p>		
<b>Terms</b>	See Appendix "A"		
<b>Property Details</b>	<b>Ward:</b>	Spadina-Fort York	
	<b>Assessment Roll No.:</b>	1904 064 010 0112	
	<b>Approximate Size:</b>	Irreg. (airspace)	
	<b>Approximate Area:</b>	Irreg. (airspace)	
	<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/REOs:</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 checked="" 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 checked="" 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/REOs.</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 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:	Councillor Ausma Malik	Councillor:	
Contact Name:	Tom Davidson	Contact Name:	
Contacted by:	Phone <input checked="" type="checkbox"/> 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:	Waterfront Secretariat	Division:	<b>Financial Planning</b>
Contact Name:	Merrilees Willemse	Contact Name:	Ciro Tarantino
Comments:	none	Comments:	none

**Legal Services Division Contact**

Contact Name: Catherine Thomas, Solicitor

DAF Tracking No.: 2025-201	Date	Signature
Concurred with by: Manager, Real Estate Services <b>Vinette Prescott-Brown</b>	June 16, 2025	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Eric Allen	16-JUN-2025	Signed by Eric Allen
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

**Comments**  
**(continued from page 1)**

The Aqualuna Lands is scheduled to register as a condominium shortly and it is considered prudent to register the Crane Swing Easement before the Condominium is registered, therefore the request has been made to the owner to grant the easement at this time. As it is not yet determined who will be developing the R6 Lands, an extended term of 20 years has been negotiated for the Crane Swing Easement, after which time it will terminate automatically.

Pursuant to the Restated APS, the City received a title opinion in respect of the Aqualuna Lands together with rights under a s.118 restrictive covenant registered on title to the Aqualuna Lands to prevent the registration of any transfer of fee simple or charge without the consent of the City. Therefore, the usual covenants and title searches will not be obtained prior to closing; however, all charges on title will be postponed in favour of the Crane Swing Easement, in accordance with the Owner's covenant in the RDA.

As the subject lands are within the City's Waterfront Designated Area, the written approval of the Director, Waterfront Secretariat has been obtained.

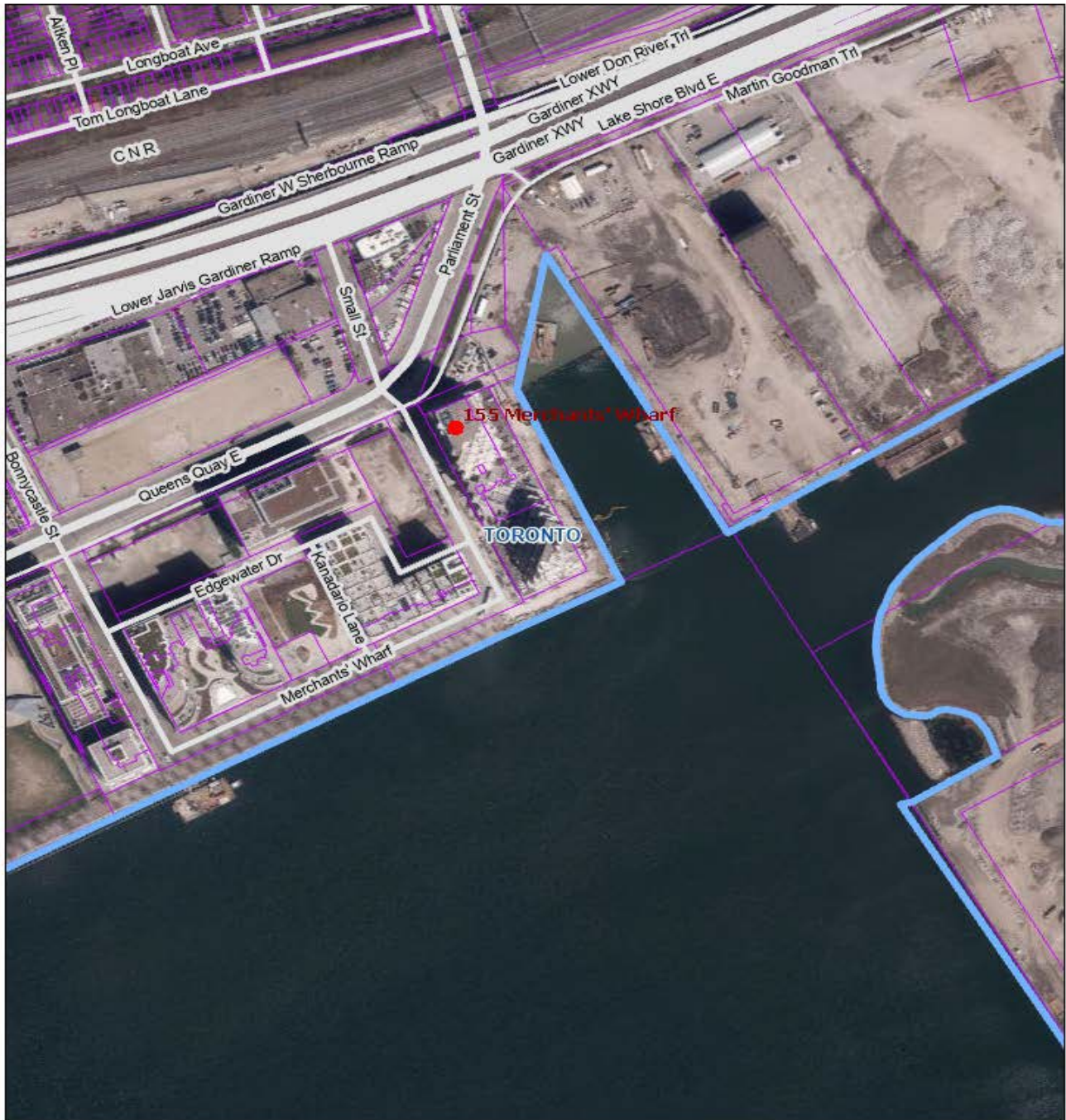
## Appendix “A”

### Major Terms of Easement Agreement

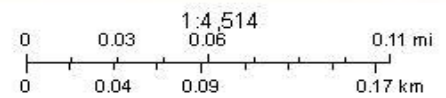
Term:	20 years from the date of registration
Easement Fee:	Nominal Consideration
Use/Purpose:	Temporary and non-exclusive easement, to encroach in, on, over, along, across, upon, under and through the Air Access Encroachment Area, for the purposes of providing crane swing rights within the Aqualuna Airspace, permitting overhead cranes, including the boom of a tower crane (but expressly excluding any live loads, with the intent that the City, its successors and assigns are hereby expressly prohibited from carrying or swinging any loads through such airspace), in order to facilitate and expedite the construction and development of a residential development to be constructed on the R6 Lands
City’s Covenants:	<p>The City shall obtain or cause to be obtained General Liability Insurance against claims arising out the exercise of the Easement rights in an amount of not less than \$2 Million per occurrence.</p> <p>The City shall indemnify and save harmless the Owner and their successors in title from any claims arising out the exercise of the Easement rights.</p> <p>In the event that the City sells the R6 Lands, the City shall cause the transferee in such a sale to execute an assignment and assumption agreement to assume the City’s obligation under the Agreement.</p>
Transferor’s Covenants:	Upon the expiry of the Term, any application, registration, costs or fees payable to delete the Easement from title to the Property or any other parcel shall be performed or paid by the Transferor at their sole expense.

# Appendix "B"

## Location Map



May 12, 2025



City of Toronto

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