



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

TRACKING NO.: 2026-004

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

Prepared By:	Winnie Lam	Division:	Corporate Real Estate Management
Date Prepared:	January 29, 2026	Phone No.:	437-991-8040
Purpose	To obtain authority to grant a permanent easement over the property described below to Tribute (Bloor Street) Limited (the "Transferee"), for the purpose of pedestrian and vehicular ingress and egress.		
Property	A permanent easement interest in a portion of the land located at 208R Bloor Street West, being Part of Lot 1, West Side of Avenue Road, Plan 289 designated as Part 2 and 3 on Plan 66R-5868, shown in Appendix "B" (the "Easement").		
Actions	1. Authority be granted to enter into an agreement with the Transferee (the "Agreement") for the grant of the Easement to the Transferee, for the sum of \$99,000.00, plus HST, substantially on the major terms and conditions set out in Appendix "A", and including such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
Financial Impact	<p>The City will receive revenue in the amount of \$99,000.00 (exclusive of HST and other applicable, less closing costs and usual adjustments. The proceeds will be contributed to the Land Acquisition Reserve Fund (XR1012) upon closing of the transaction.</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>		
Comments	<p>The Transferee requested the Easement to provide vehicular and pedestrian access to its adjacent development site. The Easement was declared surplus on January 22, 2026 (DAF No. 2026-001) with the intended manner of disposal to be by way of a permanent easement. All steps necessary to comply with the City's real estate disposal process as set out in Article 1 of Chapter 213 of the City of Toronto Municipal Code have been complied with.</p> <p>The Agreement is considered fair, reasonable and reflective of market value and it is recommended for acceptance substantially on the major terms and conditions set out in Appendix "A".</p>		
Terms	See Appendix "A"		
Property Details	Ward:	11 - University-Rosedale	
	Assessment Roll No.:	1904-05-2-080-03100	
	Approximate Size:	4.572 m x 28.64 m ± (15.04 ft x 93.97 ft ±)	
	Approximate Area:	131.3 m ² ± (1413.30 ft ² ±)	
	Other Information:	Vacant land above the TTC subway	

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 & 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 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/REOs.</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 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 Dianne Saxe	Councillor:	
Contact Name:	Dianne Saxe	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:	Arno Van Dijk	Contact Name:	Karen Liu
Comments:	No issues.	Comments:	No issues.

Legal Services Division Contact

Contact Name:	Vanessa Bacher
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DAF Tracking No.: 2026-004	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	February 2, 2026	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Feb 2, 2026	Signed by Alison Folosea

Appendix "A"
Major Terms of Easement Agreement

City's Covenants:

The City expressly reserves the right to enter into agreements with other parties or to grant licenses, easements, rights of way or additional privileges to other parties, on, over, under, through or across the Easement Lands provided that such licenses, easements, rights of way or additional privileges do not materially adversely affect or restrict the rights of the Transferee hereunder.

The City expressly reserves the right to temporarily restrict or prohibit access to and from the easement lands for the construction of the TTC infrastructure and for any access for any maintenance and repair of the TTC infrastructure, at any time, without compensation to the Transferee, provided that the City restores the easement lands to their condition immediately preceding such entry and use by the City.

Transferee's Covenants:

The Transferee is responsible for maintaining the easement lands in a safe and suitable manner.

The Transferee acknowledges that parking is not permitted on the easement lands.

The Transferee shall not allow waste to accumulate, shall not commit injury or damage to the City Property and shall not permit the state of repair of the easement lands to deteriorate such that it poses a risk of injury, damage or loss to the Transferee, the City and their invitees.

Indemnity:

The Transferee shall at all times wholly defend, indemnify and save harmless the City and TTC from any and all claims, actions, causes of action, complaints, demands, orders, suits or proceedings of any nature or kind and all loss, judgements, fines, costs, penalties, charges, damages, liens and expenses (including without limitation all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement whether from a third person or otherwise) which the City or TTC may sustain, incur, or be put to by reason or arising out of a consequence of the maintenance, use, operation of the access driveway constructed on the Easement Lands by the Transferee and or the performance or non-performance by the Transferee of any right under this Easement, except to the extent of the gross negligence or willful misconduct of the City, TTC or any employee or agent of the City or TTC.

The Transferee shall at all times wholly defend, indemnify and save harmless the City against and from all liens and other claims under the Construction Act (Ontario) or any successor legislation related to any work performed by or at the direct or indirect request of the Transferee on the easement lands, and shall at its own expense see to the satisfaction of the lien, or if applicable, removal from the registered title to the easement lands and/or the Property, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within ten (10) days of being notified to do so, failing which the City may see to such satisfaction of the lien or removal from registered title and recover the expense and all attendant costs from the Transferee as owing and in arrears

Appendix "B" - Location Map



Reference Plan 66R-5868

