



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

TRACKING NO.: 2025-386

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

Prepared By:	Joe Corigliano	Division:	Corporate Real Estate Management
Date Prepared:	December 3, 2025	Phone No.:	416 392-1167
Purpose	To obtain authority to enter into an Easement Transfer Agreement (the "Agreement") with Enbridge Gas Inc. ("Enbridge") for the conveyance of a permanent easement interest (the "Easement") over a portion of the property municipally known as 1131 Eastern Avenue, as described below, for the purpose of allowing Enbridge to operate and maintain its gas regulator equipment on the City-owned lands.		
Property	Part of the City-owned lands located within Woodbine Park, municipally known as 1131 Eastern Avenue, legally described as Part of Lot 8 Broken Front Concession and Part Water Lot in Front Lot 8 of Broken Front Concession, Township of York as in ES45010 (East of Coxwell Avenue and South of Eastern Avenue), being all of PIN 21022-0548 (LT) (the "Property"). Within the Property are the easement lands designated as Part 1 on Reference Plan 63R-4894 (the "Easement Lands"). The Property and the Easement Lands are shown on maps and reference plan in Appendix "B".		
Actions	1. Authority be granted to enter into the Agreement with Enbridge substantially on the major terms and conditions set 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	The City will receive revenue in the amount of \$31,000.00 (exclusive of HST and other applicable taxes), less closing costs and usual adjustments. The proceeds will be contributed to the South District Land Acquisition Reserve Fund (XR2208) on closing of the transaction.		
	The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.		
Comments	<p>Enbridge has been leasing the Easement Lands since 1989. In 2017, a request to extend the lease term triggered the requirement to declare the easement interest surplus as any further extension will result in cumulative lease terms exceeding twenty-one (21) years. As the City is otherwise prohibited from selling or disposing of City-owned lands designated as Parks and Open Space Areas under the Official Plan, City Council enacted By-Law No. 574-2016 to exempt the Easement Lands from this prohibition and permit the disposition of the easement interest.</p> <p>By DAF 2017-100, the Easement Lands were declared surplus with the intended manner of disposal to be by way of entering into a long-term lease agreement with Enbridge.</p> <p>In June 2018, Enbridge requested that a permanent easement be granted. By DAF No.2019-194, the intended manner of disposal was amended to reflect the disposal by way of granting a permanent easement to Enbridge.</p> <p>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 terms and conditions of the Agreement are 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:	Ward 19-Beaches east York	
	Assessment Roll No.:	Part of 19 04 091 020 001 01	
	Approximate Size:		
	Approximate Area:	40.94 m2 (440.67 ft2)	
	Other Information:	Gas regulator	

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 checked="" 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 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:	B. Bradford	Councillor:	
Contact Name:	B. Bradford	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 Concerns	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry and Recreation	Division:	Financial Planning
Contact Name:	Jason Bragg/ Karyn Lau	Contact Name:	Karen Liu
Comments:	No Concerns	Comments:	No Concerns

Legal Services Division Contact

Contact Name:	Vanessa Bacher
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DAF Tracking No.: 2025-386	Date	Signature
Concurred with by: Manager, Real Estate Services Vinette Prescott Brown	Dec. 3, 2025	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Leila Valenzuela	Dec. 3, 2025	Signed by Leila Valenzuela
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		

Appendix "A"**Major Terms of Easement Agreement**

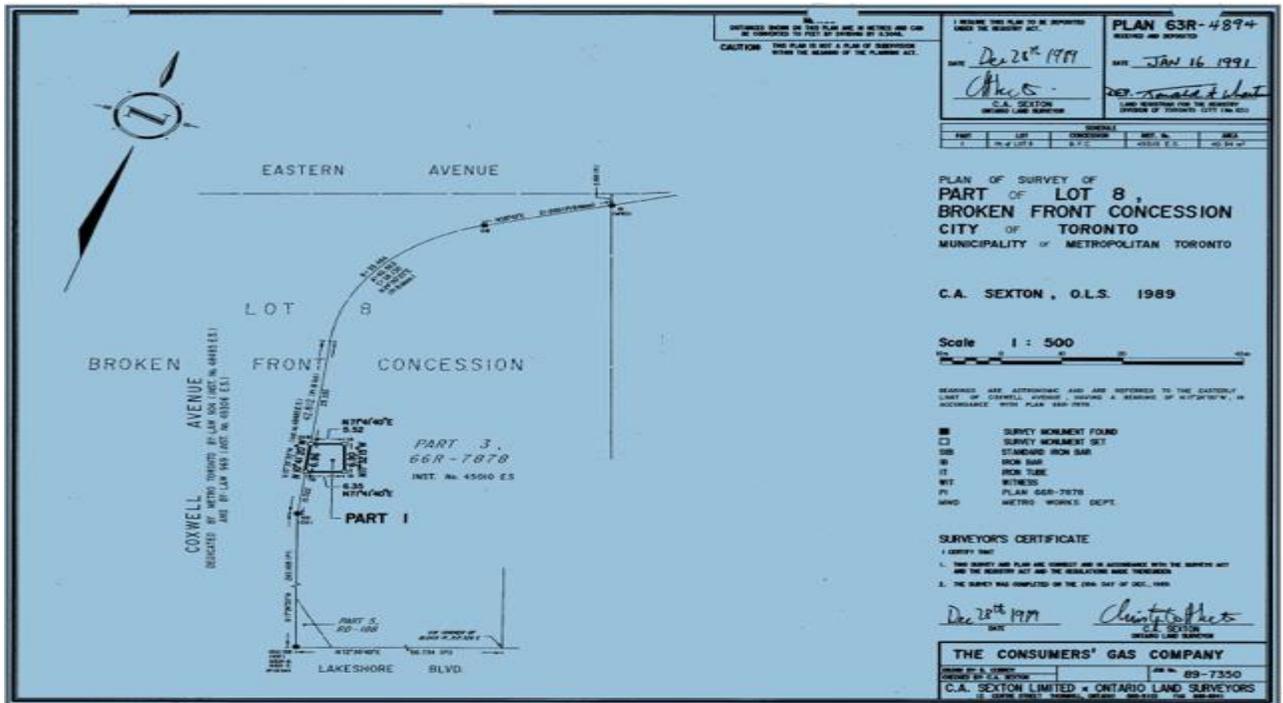
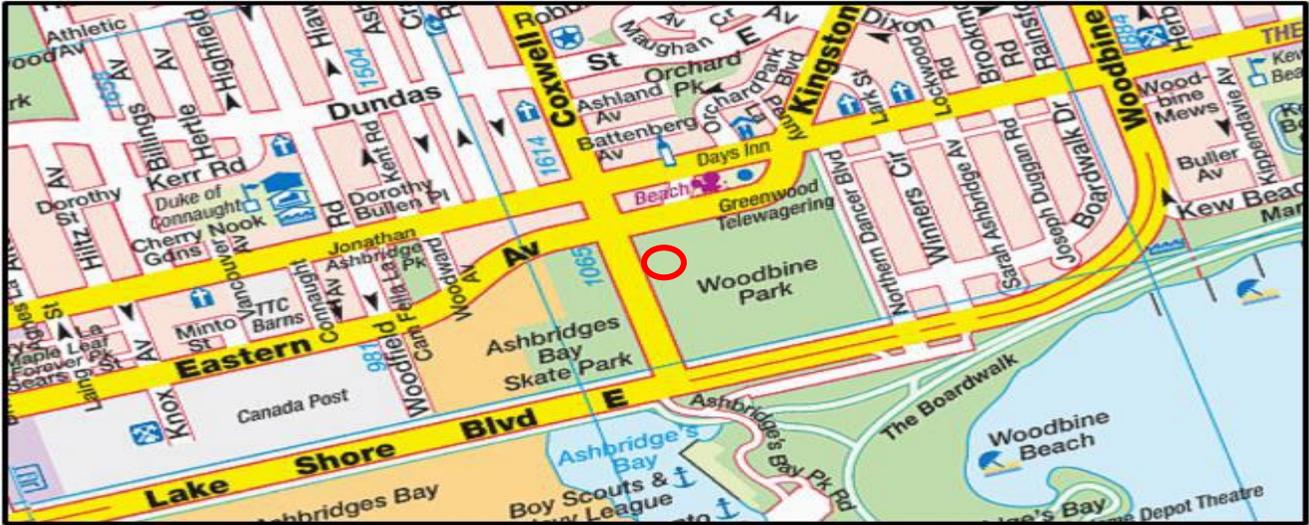
Easement Fee: \$31,000.00 plus HST

Use/Purpose: Exclusively for the following purpose: to operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain a natural gas regulator site and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment.

Enbridge Covenants:

- not to store any refuse, debris, or other objectionable material on the Easement
- to take reasonable steps to remove graffiti from their equipment in a timely manner.
- to comply with Applicable Law in connection with the use of the Easement Lands.
- should Enbridge no longer require the gas regulator, Enbridge shall provide written notice of its intent to decommission the gas regulator, in accordance with Applicable Law, to the City's General Manager, Parks & Recreation, and shall restore the Easement Lands to the satisfaction of the City's General Manager, Parks & Recreation.
- to assume sole risk and responsibility for personal injury or death of any person and damage to any property arising out of or in any way connected with any acts or omissions of Enbridge and those for whom it is responsible at law pertaining to the use of the Easement Lands
- to remedy any non-compliance to the terms and conditions of the Easement to the satisfaction of the City's General Manager, Parks and Recreation, failing which, without prejudice to any other rights of the City at law, the City may take whatever action it may deem necessary or fit to remedy or attempt to remedy the non-compliance at Enbridge's cost.
- to wholly defend, indemnify and save harmless the City against and from all liens and any and all claims.
- To maintain commercial general liability insurance in the amount of Five Million Dollars (\$5,000,000.00) during any period of construction and thereafter Five Million Dollars (\$5,000,000.00) per occurrence.

Appendix "B" Location Map and Reference Plan



Reference Plan 63R-4894