

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

TRACKING NO.: 2026-137

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:	March 31, 2026	Phone No.:	(416) 392-8151

<b>Purpose</b>	To obtain authority to enter into a lease agreement with Metrolinx (the "Lessor") to permit the City to utilize a portion of the land owned by the Lessor to temporarily relocate the existing TTC Access Hub (the "Access Hub") to facilitate the construction of a component of the Eglinton Crosstown West Extension Project (the "Lease").
<b>Property</b>	A portion of the property legally described as Pt Lt 13 PI 285 Twp of York; Pt Lt 14 PI 285 Twp of York; Pt Lt 15 PI 285 Twp of York; Pt Lt 13 PI 1030 Twp of York; Pt Lt 14 PI 1030 Twp of York; Pt Blk A PI 2480 Twp of York; Rdal Btn Lt 1 Con 4 Wys And Lt 40 Con 3 Ftb Twp of York Closed By CY598856, Designated As Parts 1, 2, 3, 4, 20 & 35 on Expropriation Plan AT6229649. T/W CY581768, City of Toronto, being part of PIN 10509-0441 (LT), displayed on the Location Map contained within Appendix "B", labelled as Parts 1 and 2 on the property sketch displayed in Appendix "C". (the "Property").
<b>Actions</b>	1. Authority be granted to enter into the Lease with the Lessor, 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>	There is no financial impact associated with the Agreement. The City will acquire the real estate interest for nominal consideration.  The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
<b>Comments</b>	The Lessor is currently overseeing the construction of the Eglinton Crosstown West Extension Project (the "Project"). As a requirement of the Project, the Lessor is required to oversee the relocation of various municipal services and improvements that may be in conflict with the construction of various components of the Project.  The Lessor has contacted TTC to advise that the existing Access Hub located at the intersection of Jane Street and Eglinton Avenue West is required to be relocated to facilitate the construction of a component of the Project. To accommodate this request, the Lessor has proposed relocating the Access Hub from its current location onto the Property (located within a close proximity to the existing Access Hub). TTC have no objections to the proposed temporary relocation of the Access Hub subject to entering into an appropriate real estate agreement.  City staff deem all terms and conditions of the proposed Lease to be fair, reasonable and in accordance with the general terms and conditions contained within the Real Estate Protocol between both parties.
<b>Terms</b>	Listed on Page 4.

<b>Property Details</b>	<b>Ward:</b>	05 – York South-Weston
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	55.3 m <sup>2</sup> ± (595 ft <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/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 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 checked="" 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/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:	Frances Nunziata	Councillor:	
Contact Name:	Geno Orsi – 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:	Rafael Gutierrez / Gary Papas	Contact Name:	Karen Liu / Clayton Francis
Comments:	Requested terms included in lease agreement.	Comments:	No financial impact

**Legal Services Division Contact**

Contact Name:	Luxmen Aloysius
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DAF Tracking No.: 2026-137	Date	Signature
Concurred with by: Manager, Real Estate Services Leila Valenzuela	April 2, 2026	Signed by Leila Valenzuela
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	April 2, 2026	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		

## Appendix "A" – Major Terms

**Lessor**

Metrolinx

**Lessee**

City of Toronto

**Gross Rent**

\$1.00 per year. The parties acknowledge that this amount has been paid by the Lessee and received by the Lessor.

**Commencement Date**

Upon written notice from the Lessor to the Lessee of the construction completion of the new TTC Access Hub, to the reasonable satisfaction of the Lessee.

**Term**

Commencing on the Commencement Date and expiring on May 31, 2032

**Option to Extend**

The Lessee shall have two (2) options to extend the Term for further periods of one (1) year each (each an "Extension Term"), and shall provide written notice to the Lessor at least ninety (90) days prior to the expiry of the Term or Extension Term, as the case may be. Each Extension Term shall be on the same terms and conditions, including the Lessor's and Lessee's termination rights, except that there shall be no further or other rights of extension or renewal beyond the second Extension Term.

**Right to Terminate**

Both the Lessor and the Lessee may terminate this Lease at any time by providing at least ninety (90) days' prior written notice, without cause, in accordance with the terms of this Lease. Furthermore, if the Lessor exercises the termination right, the Lessor must secure a new location for the relocated TTC Access Hub, subject to the Lessee's review and approval, acting reasonably, prior to termination

**Use**

Lands shall be used solely by the Lessee for the purpose of the placement of a TTC Access Hub

**Maintenance and Repair**

The Lessee shall be responsible for all maintenance of and repairs to the Access Hub (including snow removal), at its sole cost

**Insurance**

The Lessee shall obtain and maintain Commercial General Liability Insurance in an amount of Ten Million Dollars (\$10,000,000.00) per occurrence and Automobile Liability insurance with a limit not less than Five Million Dollars (\$5,000,000)

**Indemnity**

The Lessee shall indemnify and hold harmless the Lessor and its appropriate parties from and against any and all demands, actions, liabilities and claims, etc. which the Lessor may suffer or incur as a result of the Lessee's acts or omissions or those for whom it is at law responsible arising from the Lease

**Appendix "B" – Location Map**



**Existing TTC Access Hub (east side of Jane Street, north of Eglinton Avenue West)**



# Appendix "C" – The Property

## Parts 1 and 2 on Exhibit Dwg. No CPG\_ECWE610\_K0449

