

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

TRACKING NO.: 2021-103

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

Prepared By:	Anna Edwards	Division:	Corporate Real Estate Services
Date Prepared:	March 31, 2021	Phone No.:	416-338-3185

Purpose	To obtain authority to enter into a licence agreement (the "Licence Agreement") between the City of Toronto, as licensor (the "City"), and RSJ Torres Investments Inc., as licensee (the "Licensee"), for a licence over the portion of the lands known municipally as 50 Ingram Drive, Toronto, Ontario, which portion is more particularly shown outlined and hatched in red in the sketch attached hereto as Appendix "B" (the "Licensed Area") for the purpose of parking passenger vehicles belonging to the Licensee, the operator of the restaurant at 2255 Keele Street, Toronto, and each of their respective employees and customers.
Property	The portion of the property known municipally as 50 Ingram Drive, Toronto, Ontario, and legally described as PT BLK A PL 4026 NORTH YORK; PT BLK B PL 4026 NORTH YORK AS IN NY500517; PT LT 48 PL 4026 NORTH YORK; PT LT 49 PL 4026 NORTH YORK; PT LT 50 PL 4026 NORTH YORK; PT LT 51 PL 4026 NORTH YORK AS IN NY 276806, EXCEPT 64R16147, 64R2208 & CA 672402; TORONTO (N York), CITY OF TORONTO, being all of PIN 10338-0165 (LT) (the "Property"), such licensed portion of the Property shown outlined and hatched in red in the sketch attached hereto as Appendix "B".
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee substantially on the terms and conditions outlined in Appendix "A" attached hereto and on such other or amended terms as may be satisfactory to the Director, Real Estate Services, and in a form acceptable to the City Solicitor.
Financial Impact	<p>The term of the Licence Agreement shall commence on April 1, 2021 and end on March 31, 2026. There is potential for an extension until March 31, 2030. The total revenue will range from \$31,540.80 plus HST for the initial five (5) year term commencing on April 1, 2021 and ending on March 31, 2026 to a potential revenue of at least \$56,773.44 plus HST if all possible extensions are exercised by the Licensee (this amount may be higher as the fee will be adjusted for each extension term to reflect market value, but cannot be lower than the stated amount). The revenue is based on the equivalent of \$525.68 per month, or \$6,308.16 per year, or \$1.24/sq.ft. per year.</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 Licensed Area is a parking lot that used to serve a City-owned driving range, currently closed indefinitely. The Licensee is the owner of a property at 2255 Keele Street, which abuts the west side of the Property. The Licensee is interested in licensing the Property for the restaurant operating at 2255 Keele Street. The Property is under the operational management of the City's Solid Waste Management Division. Staff from SWM have no objections to the Licence Agreement, subject to termination rights.</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A".

Property Details	Ward:	Ward 5 – York South-Weston
	Assessment Roll No.:	
	Approximate Size:	24 m x 26 m ± (79 ft x 85 ft ±) (irregular shape)
	Approximate Area:	472.3 m ² ± (5084 ft ² ±)
	Other Information:	

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 & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensors):</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/REOIs.</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 checked="" 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 (Manager, Transaction Services is only Manager 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:	Teresa Carvalho	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 - March 30, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	Solid Waste Management	Division:	Financial Planning
Contact Name:	Carlyle Khan	Contact Name:	Patricia Libardo
Comments:	No objections (March 31, 2021)	Comments:	Incorporated in the DAF (March 30, 2021)

Legal Services Division Contact

Contact Name: Stefan Radovanovich (March 29, 2021)

DAF Tracking No.: 2021- 103	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Van Hua	Apr. 1, 2021	Signed by Van Hua
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Apr. 1, 2021	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Licensor: City of Toronto

Licensee: RSJ Torres Investments Inc.

Licensed Area: The portion of the City-owned property known municipally as 50 Ingram Drive, Toronto, Ontario, such portion shown outlined and hatched in red in the sketch attached hereto as Appendix "B", being approximately 472.3 m² ± (5084 ft² ±).

Licence Fee: Six Thousand Three Hundred Eight Dollars and Sixteen Cents (\$6,308.16) plus HST per annum, to be paid in equal monthly instalments of Five Hundred Twenty Five Dollars and Sixty-Eight Cents (\$525.68) plus HST per month, each instalment to be paid on the first (1st) of each and every month of the Term.

Term: Five (5) years, commencing on April 1, 2021 (the "Commencement Date") and continuing to and including March 31, 2026.

Options to Extend: The Licensee shall have two (2) options to extend the Term for a further period of (2) years each (each extended term is referred to herein individually as an "Extended Term") on not more than six (6) months' and not less than three (3) months' written notice to the Licensor prior to the expiration of the initial Term or the then-current Extended Term, as the case may be. Each Extended Term shall begin on the day immediately following the expiry of the initial Term or the then-current Extended Term, as the case may be, subject to the following terms and conditions: (a) each option to extend may only be exercised by the Licensee while not in default under the Licence Agreement; (b) each Extended Term shall be on the same terms and conditions as the Term, save and except the Licence Fee for each month of the Extended Term, which shall be the then-current Market Fees for the Licensed Area, provided in no event will the fees be less than the initial Licence Fee set out herein; (c) there will be no further right to extend the Term beyond the second Extended Term; (d) the Licensee shall execute and deliver a licence extension agreement prepared by Licensor on a form acceptable to the City Solicitor; and (e) if the Licensee fails to exercise either option to extend, then the Licensee's right to extend the Term shall be void and of no further force and effect. "Market Fees" means, at any given time, the then-current fair market licence fees, as determined by the Licensor's appraiser, acting reasonably, for premises of similar size, age, location, quality and use as the Licensed Area.

Use: An irrevocable and non-exclusive licence to enter upon and for unobstructed access to the Licensed Area for the purpose of parking passenger vehicles belonging to the Licensee, the operator of the restaurant at 2255 Keele Street, Toronto, and each of their respective employees and customers, and for no other use.

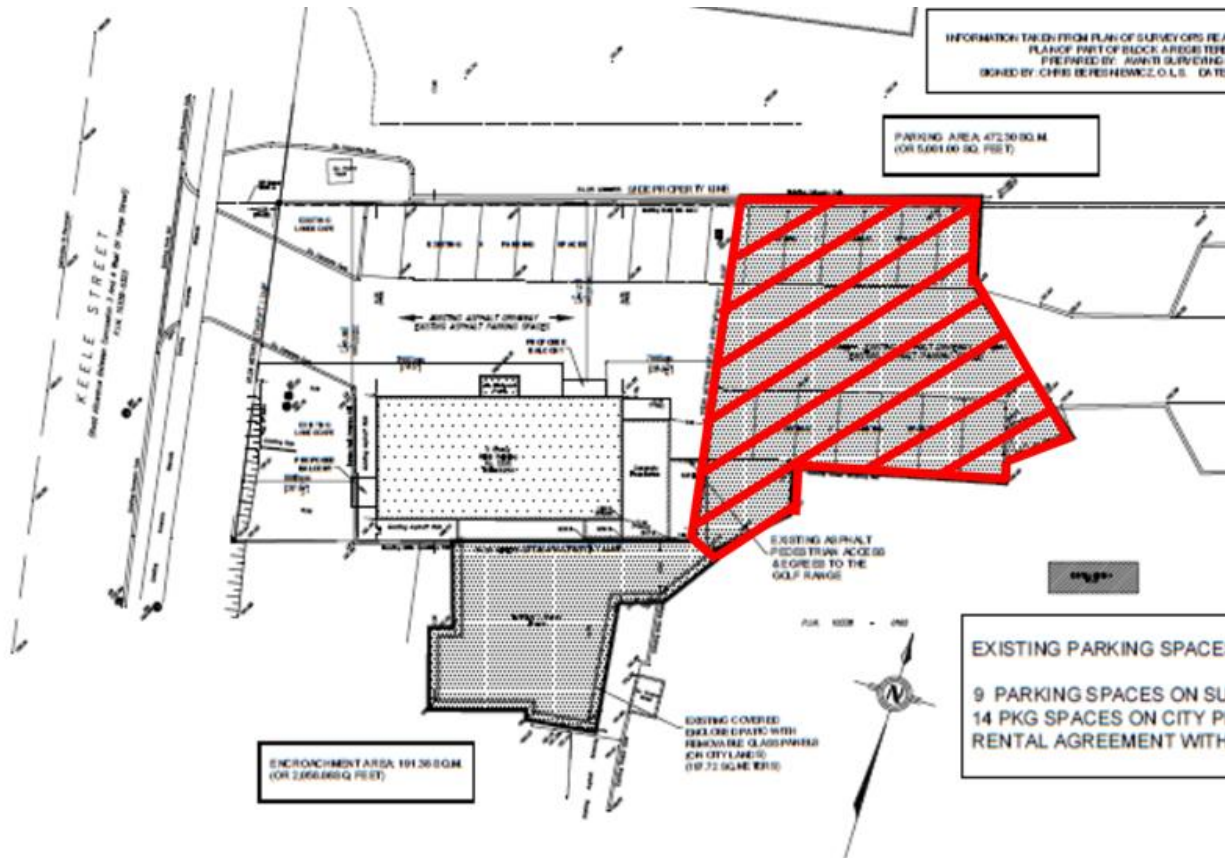
Early Termination: At any time during the Term and any extension or renewal thereof, the Licensor shall have the right (but not the obligation) to terminate the Licence upon giving written notice of such termination to the Licensee. The Termination Notice shall specify the termination date which shall be not less than sixty (60) days after the Termination Notice is given.

Insurance: At all times during the Term and the Extended Term (if any), the Licensee at its own expense, shall take out and keep in full force and effect:

- (a) commercial general liability insurance including personal injury, employer's/and contingent employer's liability, blanket contractual liability and provisions for cross liability and severability of interests and non-owned automobile liability with limits of not less than Five Million Dollars (\$5,000,000.00), per occurrence. The Licensor is to be added as an additional insured;
- (b) Automobile Liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00). The policy must include coverage for Collision/Upset Legal Liability and Specified Perils for any one customer vehicle and Liability for Comprehensive Damage to a Customer's Automobile, including Open Lot Theft; and
- (c) such other insurance as may be reasonably required by the Licensor from time to time.

Restoration: Upon the expiry or earlier termination of the Licence Agreement for any reason whatsoever, the Licensee shall immediately, at its sole cost and expense and to the satisfaction of the Licensor, acting reasonably, remove all vehicles, chattels, equipment and debris brought upon the Licensed Area in connection with the licence granted herein, and shall, to the extent that any damage is caused to the Licensed Area by the Licensee's use thereof, restore the Licensed Area to the same condition as existed prior to the Commencement Date.

Appendix "B"



NOTE:

- Licensed Area is shown outlined and hatched in red
- Approximate area of the Licensed Area is 472.3 square meters (14 parking spaces)

Appendix "C" Location Map

