

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

TRACKING NO.: 2022-001

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

Prepared By:	Owen Bartley	Division:	Corporate Real Estate Management
Date Prepared:	January 31, 2022	Phone No.:	(416) 338-1297

Purpose	To obtain authority to enter into a licence agreement (the "Licence Agreement") with Tavora Holding Co. Ltd. (the "Licensee") with respect to the property municipally known as 546 Lansdowne Avenue, Toronto for the purpose of a parking lot for personal and commercial vehicles belonging to staff and customers of the grocery store operated by the Licensee, located at 15 Jenet Avenue.
Property	The property municipally known as 546 Lansdowne Avenue, Toronto, legally described as PCL 18-1 SEC M405; PT LT 18 PL M405 TORONTO; PT LT 19 PL M405 TORONTO; PT LT 20 PL M405 TORONTO; PT LT 21 PL M405 TORONTO; PT LT 22 PL M405 TORONTO; PT LT 23 PL M405 TORONTO; PT LT 24 PL M405 TORONTO; PT LT 25 PL M405 TORONTO; PT LT 26 PL M405 TORONTO; PT LT 27 PL M405 TORONTO; PT LT 28 PL M405 TORONTO PT 1, R3371, City of Toronto, being all of PIN 21330-0273, (the "Property"), as shown on the location map in Appendix "B" and Plan of Survey in Appendix "C".
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	The City will receive annual revenue of \$42,000.00 (exclusive of HST) for per year of the term, for a total revenue of \$210,000.00 (exclusive of HST) over the full term of the License Agreement. The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
Comments	The Property was previously owned by the Toronto Transit Commission ("TTC"), and the TTC licensed portions of the Property to the Licensee through a number of licence agreements. In 2019, the City purchased the Property from the TTC, and as part of the sale, through an assignment and assumption agreement, the TTC transferred to the City its interest in the licence agreement which existed at the time between the TTC and the Licensee, and which expired on December 31, 2019. The Licensee operates a local grocery store at 15 Jenet Avenue, an adjacent property, and licenses the Property from the City for staff and customer parking. The Licensee intends to renovate the store, and would like to extend this arrangement to be able to continue to provide that parking. The Licensee also owns and leases the commercial property municipally known as 50 Wade Avenue which, like 15 Jenet Avenue, backs on to the Property. The Licence Agreement permits the Licensee to sub-licence a portion of the Property, identified as Area 1 on the Plan of Survey in Appendix "C" (the "Sub-Licensed Premises"), to the tenant of 50 Wade Avenue, Propeller Coffee Company Inc. (the "Sub-Licensee"). The Licence Agreement requires the Licensee to covenant that the Sub-Licensee will observe and perform all of the terms, covenants and conditions contained in the Licence Agreement, and to warrant that there will be no payments of rent payable by the Sub-Licensee to the Licensee for the use of the Sub-Licensed Premises by the Sub-Licensee, among other terms and conditions contained in the Licence Agreement. 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.
Terms	See Appendix "A".

Property Details	Ward:	9 – Davenport
	Assessment Roll No.:	1904 031 210 00800
	Approximate Size:	
	Approximate Area:	2,294 m ² ± (24,692.39 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"/> I 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"/> I 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"/> I Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> I 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:	Ana Bailão	Councillor:	
Contact Name:	Ana Bailão	Contact Name:	
Contacted by:	Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input checked="" 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:	Recommendations incorporated (01/11/2022)	Comments:	

Consultation with Divisions and/or Agencies

Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Ciro Tarantino
Comments:		Comments:	Revisions incorporated (11/22/2021)

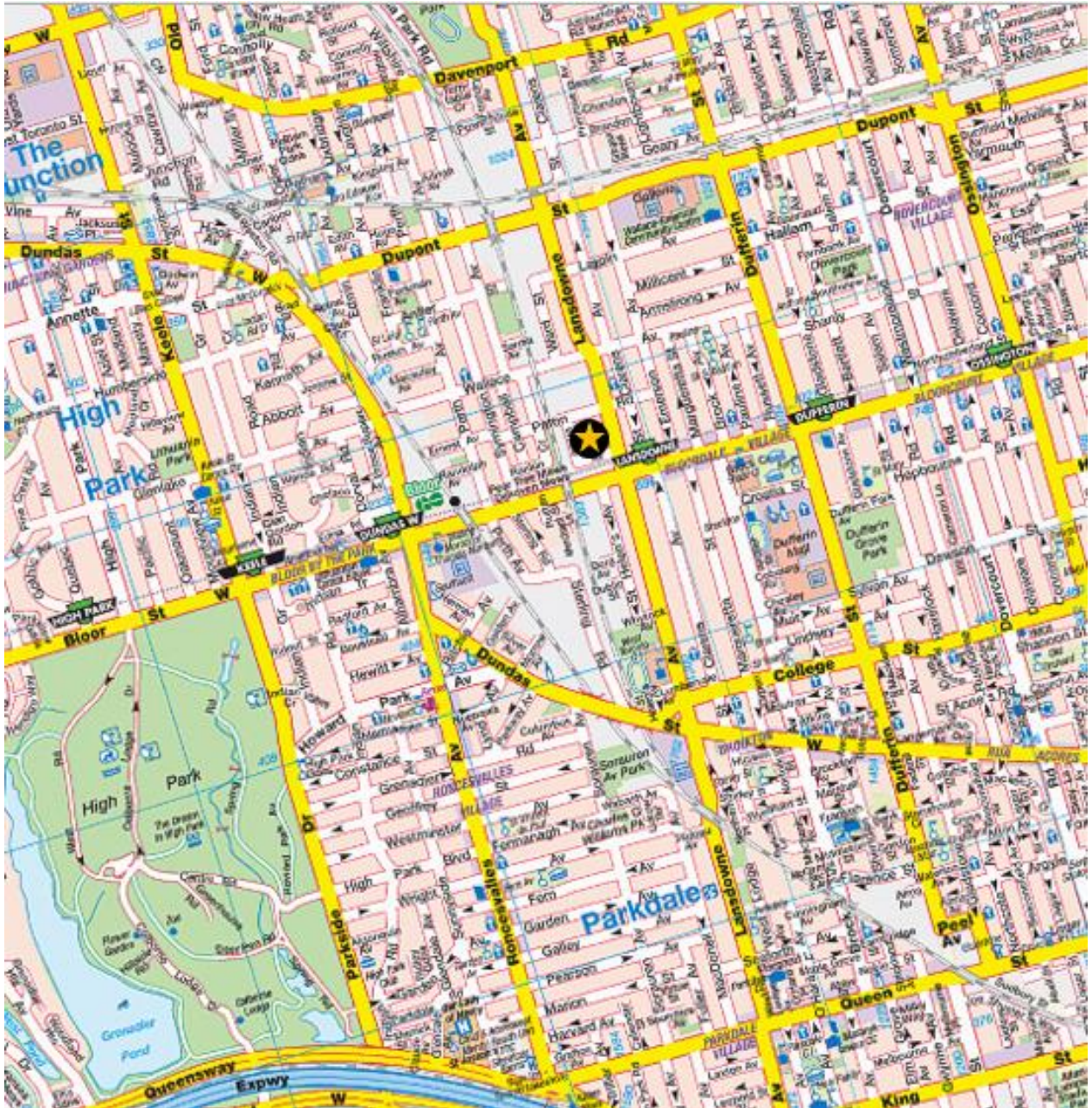
Legal Services Division Contact

Contact Name:	Amna Shakil
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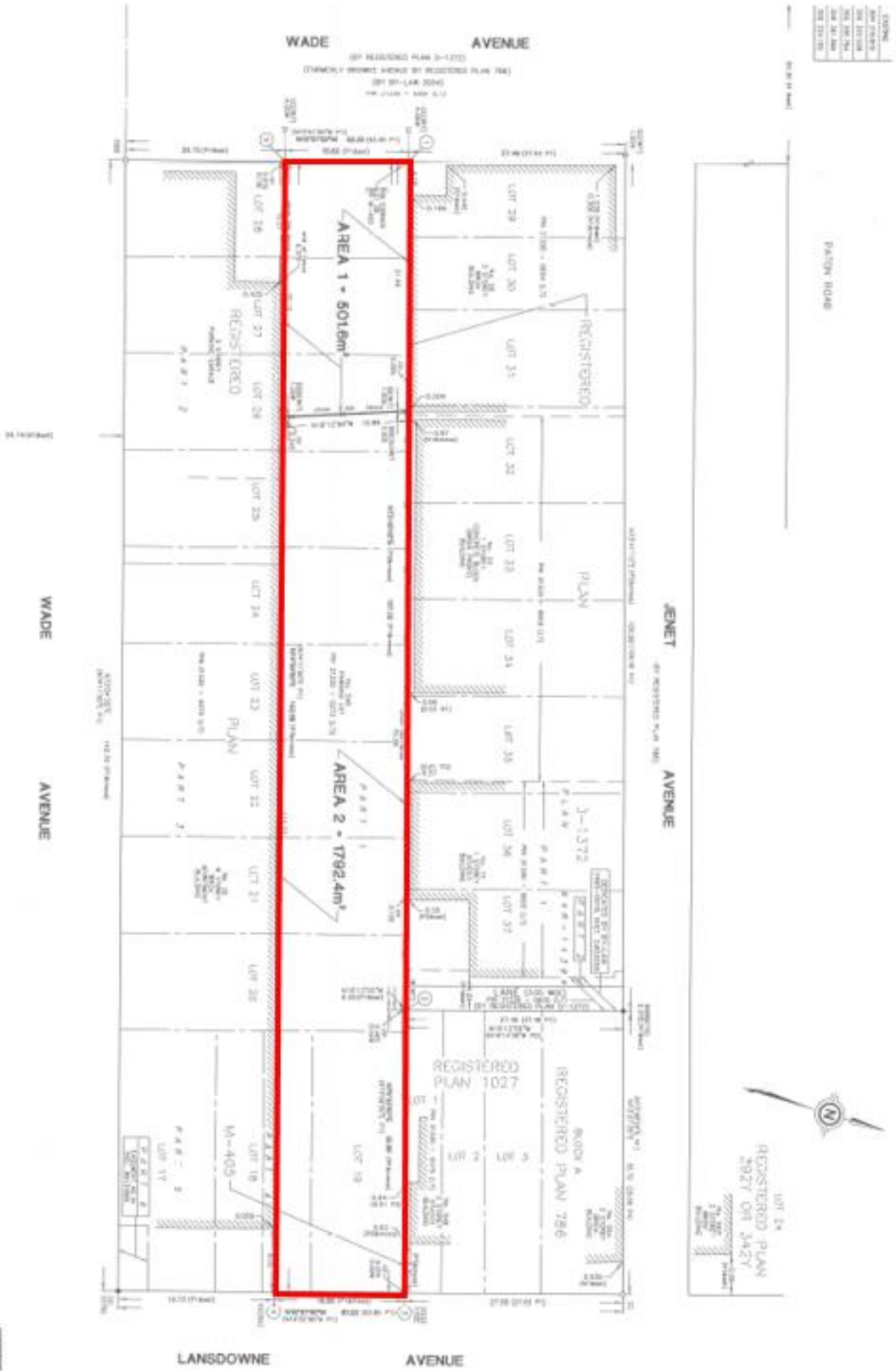
DAF Tracking No.: 2022-001	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	Feb. 4, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Feb. 25, 2022	Signed by Alison Folosea

Appendix "A" – Major Terms and Conditions of the Licence Extension Agreement

Licensor:	City of Toronto
Licensee:	Tavora Holding Co. Ltd.
Licensed Premises:	Area 1 and Area 2 in the Plan of Survey attached as Appendix "C", being approximately 2,294 square meters.
Licensee's Use:	Parking lot for personal and commercial vehicles.
Sub-Licensed Premises:	Area 1 on the Plan of Survey attached as Appendix "C", being approximately 501.6 square meters.
Term:	Five (5) years, commencing January 1, 2022 and ending December 31, 2026.
Early Termination:	The City and the Licensee shall have the right to terminate the Licence Agreement upon 6 months' written notice given by the terminating party to the other party.
License Fee:	Years 1 – 5: \$42,000.00 per year plus HST
Gross Licence:	The Licence Agreement is a "gross" licence to the Licensee and the City is responsible for all realty taxes, operating costs, and utility costs, except where otherwise provided by the terms of the Licence Agreement.
Taxes:	The Licensee shall pay all business taxes, rates and other taxes and assessments, but excluding realty taxes, that may at any time during the Term become payable in respect of the Licensee's Use, the Licensee's use of the Licensed Premises, or the installation, use repair or maintenance of the Licensee's chattels.
"As-Is" Condition:	The Licensee accepts the Licensed Premises in its "as is" and "where is" condition.
Restoration:	Upon the expiry or termination of the Licence Agreement for any reason whatsoever, the Licensee will remove the Licensee's chattels and restore the Property.
Licence Non-Exclusive:	The Licensee acknowledges that the Licence Agreement does not preclude the City from granting licences that permit similar activities to third parties.
Insurance:	At all times during the Term and any extension thereof, the Licensee at its own expense, shall take out and keep in full force and effect commercial general liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00), per occurrence. The City is to be added as an additional insured.
Sub-Licence:	The Licence Agreement permits the Licensee to sub-licence Area 1 on the Plan of Survey in Appendix "C" (the "Sub-Licensed Premises"), to the tenant of 50 Wade Avenue, Propeller Coffee Company Inc. (the "Sub-Licensee"). The Licence Agreement requires the Licensee to covenant that the Sub-Licensee will observe and perform all of the terms, covenants and conditions contained in the Licence Agreement, and to warrant that there will be no payments of rent payable by the Sub-Licensee to the Licensee for the use of the Sub-Licensed Premises by the Sub-Licensee, among other terms and conditions contained in the Licence Agreement.



Appendix "C" – Plan of Survey



REGISTERED PLAN 1027