

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

TRACKING NO.: 2025-058 MANAGER, REAL ESTATE SERVICES Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property Prepared By: Corporate Real Estate Management Joe Corigliano Division: February 19th, 2025 Phone No.: 416-392-1167 Date Prepared: To obtain authority to enter into a new license agreement with Road Auto & Tire Centre Inc. (the "Licensee") for part of **Purpose** the City-owned property known as 625 Keele Street, to permit the temporary parking of cars for the Licensee's automobile repair business, located at 192 Mulock Avenue. Part of the vacant parcel at 625 Keele Street, being a triangle of approximately 300 square metres in area, at the **Property** southeast corner of the intersection of St. Clair Avenue West and Keele Street. (Only accessible via the adjacent property, municipally known as 192 Mulock Ave.) See "Appendix B" Maps Actions 1. Authority be granted to enter into a new Licence Agreement with the Licensee, substantially on the 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 Licensee will pay the City a fee in the amount of \$11,726.00 (plus HST), for the twelve (12) month term, payable in two equal installments, described in Appendix 'A'. Revenue will be directed to the 2025 Council Approved Operating Budget for Corporate Real Estate Management (CREM) under cost center FA0012. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information. Comments The Licensee, already occupying the space, requested permission to continue licensing the property known as 625 Keele Street, consisting of approximately 300 square meters in area, as it is vacant and adjacent to their site at 192 Mulock Avenue. They will be using the site for the purpose of the temporary parking of cars to be worked on by their automobile repair business. A previous license agreement was approved by Delegated authority 2024-228. The proposed license fee and other major terms and conditions of the License Agreement are considered to be fair, reasonable and reflective of market rates **Terms** See Appendix "A" **Property Details** Ward: 5- York South Weston Assessment Roll No.: Approximate Size:

 $300 \text{ m}^2 \pm$

Approximate Area: Other Information:

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
2A. Expropriations Where City is Expropriating Authority:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
2B Expropriations For Transit- Related Purposes Where City is Property Owner or Has Interest in Property Being	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
Expropriated:	(b) Request Hearings of Necessity.	(b) Request Hearings of Necessity.
	(c) Waive Hearings of Necessity.	(c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
 Transfer of Operational Management to Divisions, Agencies and Corporations: 	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/renewals) does not exceed \$50,000.	(a) Where total compensation (including options/renewals) does not exceed \$1 Million.
	(b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	(b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$50,000.	Where total compensation (including options/ renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	Where total compensation does not exceed \$50,000.	(a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.
12. Easements (City as Grantee):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences
		(b) Releases/Discharges
		(c) Surrenders/Abandonments
		(d) Enforcements/Terminations (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates
		(f) Objections/Waivers/Cautions
		(g) Notices of Lease and Sublease
		(h) Consent to regulatory applications by City, as owner
		(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title (j) Documentation relating to Land Titles
		applications (k) Correcting/Quit Claim Transfer/Deeds

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						
X 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:	Frances Nunziata	Contact Name:				
Contacted by:	Phone X E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other			
Comments:	No Concerns	Comments:				
Consultation with Divisions and/or Agencies						
Division:	Transportation Services	Division:	Financial Planning			
Contact Name:	Brano Satkunathasan	Contact Name:	Ciro Tarantino			
Comments:	Concurs	Comments:	Concurs			
Legal Services Division Contact						
Contact Name:	Vanessa Bacher					

DAF Tracking No.: 2025-058		Date	Signature
Concurred with by:	Manager, Real Estate Services Vinette Prescott - Brown	Feb. 21, 2025	Signed by Vinette Prescott-Brown
Recommended by: X Approved by:	Manager, Real Estate Services Niall Robertson	Feb. 20, 2025	Signed by Niall Robertson
Approved by:	Director, Real Estate Services Alison Folosea		X

625 Keele Street - DAF Tracking No.: 2025-058

Appendix "A"

Major Terms and Conditions

Licensed Premises: 625 Keele Street

Licensee: Road Auto & Tire Centre Inc.

License Fee: 1) \$5863.00 (plus HST) Payable upon execution of the agreement

2) \$5863.00 (plus HST) Payable on or before July 1st, 2025.

Term: January 1st, 2025, to December 31st, 2025.

Option to Renew: New agreement will be needed at end of term.

Approximate Space: 300 m²

Use: Parking

Termination: During the Term of this Agreement, if applicable, the Licensee or the City shall have the right to terminate this

Agreement, in their respective sole discretion, upon thirty (30) days' notice given by the terminating party to the

other party.

Acceptance: The Licensee accepts the Licensed Premises in its "as is" and "where is" condition, and acknowledges that the

City makes no representation and gives no warranty with respect to the Lands or the Licensed Premises as to their fitness for the Licensee's purposes or the condition, quality, merchantability or utility thereof, except as set

out herein.

Insurance: the Licensee at its own expense, shall take out and keep in full force and effect:

(a) commercial general liability insurance including, products liability, if applicable, 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 City is to be added as an additional insured; and

(b) Standard Garage Automobile Liability in the amount of not less than Two Million Dollars (\$2,000,000.00) for each occurrence. 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





