



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

TRACKING NO.: 2025-307

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

Prepared By:	Myron Menezes	Division:	Corporate Real Estate Management
Date Prepared:	November 24, 2025	Phone No.:	(416) 338-3586

**Purpose**  
 To obtain authority to enter into a licence extension agreement (the "Licence Extension Agreement") with Fifth Social Club Inc. (the "Licensee") to extend the term of the licence with respect to the property municipally known as 229 Richmond Street West, Toronto for the purpose of an outdoor patio in connection with the Licensee's restaurant adjacent to the Licensed Area, volleyball and pickleball courts and a storage area.

**Property**  
 The property municipally known as 229 Richmond Street West, Toronto, legally described as Plan D-5 Part Lot F Plan D-78 Lot VI Part Lots F V VII & VIII Plan 78 Part Lane, City of Toronto, being all of PIN 21411-0087 (LT), as shown on the Location Map in Appendix "B", comprising approximately 28,363 square feet. (the "Licensed Area").

**Actions**  
 1. Authority be granted to enter into the Licence Extension 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 total estimated revenue to the City for the extended licence term of (2) years and seven (7) months, commencing January 1, 2024 and ending July 31, 2026, is approximately \$305,891.98 (plus HST). The total estimated revenue to the City if the two (2) options to extend are exercised, is approximately \$356,899.48 (plus HST). Revenue will be directed to the 2025 Council Approved Operating Budget for Corporate Real Estate Management under cost center FA1379. The following table reflects total revenues to be remitted to the City for each fiscal year:

Fiscal Year	Term/Period	Total revenues (plus HST)
2024	January 1, 2024 to December 31, 2024	\$77,207.28
2025	January 1, 2025 to December 31, 2025	\$143,208.12
2026	January 1, 2026 to July 31, 2026	\$85,476.58
2026 (extension option)	August 1, 2026 to September 30, 2026	\$51,007.50
<b>Total</b>	January 1, 2024 to September 30, 2026	\$356,899.48

The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.

**Comments**  
 As approved by DAF 2020-203, the City entered into a licence agreement with Easy & The Fifth Inc. for the non-exclusive use of a portion of the property for an outdoor patio in connection with the Licensee's adjacent restaurant. The licence has since been amended and extended pursuant to City Council approvals under Item Nos. 2021.MM32.17, 2021.MM38.40, and 2023.MM5.21 which authorizes the waiving of the licence fees and the extension of the licence on a nominal basis. Under DAF 2021-256, the licence was assigned to the Licensee and the licensed area was increased. The extension terms to date are as follows: May 6, 2021 to January 2, 2022 and January 3, 2022 to January 2, 2023.

As the redevelopment plans of the property are still being finalized, further extension of the term substantially on the same terms and conditions as the previous licence agreement, with the key change being a return to fair market value for the licence fee. The proposed extension is for a further period of two (2) years and seven (7) months, commencing on January 1, 2024 and ending on July 31, 2026 with two additional one-month extension options to maximize use prior to the development of the Property.

By-law 467-2025, a site-specific temporary use zoning by-law, permits this use through December 31, 2027. Municipal Licensing and Standards has confirmed that the AGCO liquor licence remains valid for outdoor patio use during the proposed term.

The proposed licence fee and other major terms and conditions of the Licence Extension Agreement are considered to be fair, reasonable and reflective of market rates.

**Terms**  
 See Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	10 – Spadina-Fort York
	<b>Assessment Roll No.:</b>	19 04 062 490 004 00
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	2,635 m <sup>2</sup> ± (28,363 ft <sup>2</sup> ±)
	<b>Other Information:</b>	PIN 214110087

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 &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 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/REOIs.</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 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><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:	Ausma Malik	Councillor:	
Contact Name:	Nora Cole	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> E-Mail <input checked="" 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:	Corporate Real estate Management	Division:	<b>Financial Planning</b>
Contact Name:	Myron Menezes	Contact Name:	Ciro Tarantino
Comments:	Comments incorporated	Comments:	Comments incorporated

**Legal Services Division Contact**

Contact Name:	Gloria Lee
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DAF Tracking No.: 2025-307	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services</b> Leila Valenzuela	<b>Dec 3, 2025</b>	<b>Signed by Leila Valenzuela</b>
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services</b> Alison Folosea	<b>Dec 8, 2025</b>	<b>Signed by Alison Folosea</b>

**Appendix "A"**  
**Major Terms and Conditions**

Extended Term: 2 years and 7 months (January 1, 2024 and expiring on July 31, 2026)

Options to Renew: 2 options of one month each to extend. The Licensee needs to provide 4 months to 10 months prior written notice to expiry exercising each of the options.

Licence Fee: (1) During the Extended Term:

January 1, 2024 to December 31, 2024	\$6,433.94 per month plus HST at a rate of \$2.72 per square foot annually
January 1, 2025 to December 31, 2025	\$11,934.01 per month plus HST at a rate of \$5.05 per square foot annually
January 1, 2026 to July 31, 2026	\$12,210.94 per month plus HST at a rate of \$5.17 per square foot annually

(2) The Licensee may use the Licensed Area for the Primary Use within the months of October to April, upon obtaining the City's prior written consent, which consent may be unreasonably withheld.

Use of Primary Use within the months of October to April.	\$712.56, plus applicable taxes, on a per diem basis when using the Licensed Area for the Special Use.
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(3) During option to extend:

Payable in advance on first day of each month	\$25,503.75 per month at a rate of \$10.79 per square foot annually, plus all applicable taxes,
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Use: The Licensee shall use the Licensed Area on a non-exclusive basis for no other purpose other than the following:

Primary Use	A patio in connection with the Licensee's restaurant located to the east of the Licensed Area, and a volleyball and pickleball court, which shall be made available for use by the general public at no cost and without any conditions or restrictions, during the months of May to September
Secondary Use	Storage only within the area labelled as "Volleyball Court", comprising approximately 6,560 sq. ft. on the sketch attached hereto as Schedule "B" (the "Storage Area"), during the months of October to April

Early Termination: In favour of the city in its sole discretion to terminate with 45 days' prior written notice. If exercised, Licensee shall restore the licensed area at its sole cost and expense per restoration clause.

Inspections and Access: At any time during term or extensions or renewals, the City shall be permitted to access and to carry out inspections of the Licensed area to:

1. Conduct environmental testing, including without limitation, borehole drilling and sampling of soil and groundwater, upon providing one (1) week's prior written notice
2. Ensure compliance with the terms of the Agreement as the City deems reasonably necessary, and without notice to the Licensee, provided that such inspections are not carried out in a manner which causes an unreasonable interference with the operation of the Licensee's Use.

The Licensee acknowledges that the City's right to access shall take precedence over any rights granted to the Licensee.

Others: All other terms and conditions of the Licence shall remain the same.

