

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

**TRACKING NO.: 2021-174**

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

<b>Prepared By:</b>	Daniel Picheca	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	September 30, 2021	<b>Phone No.:</b>	416-937-7561
<b>Purpose</b>	To obtain authority to enter into a lease agreement with GORGEOUS AND BEAUTIFUL FLOWERS INC. c.o.b. as "G&B at the Market " (the " <b>Tenant</b> ") with respect to the property known as 92-95 Front Street East, Store No. UL23, Toronto, ON M5E 1C3, located on the upper level of the St. Lawrence Market South Building (the " <b>Market</b> ") for the purpose of selling flowers at retail (the " <b>Lease Agreement</b> ").		
<b>Property</b>	A part of the St. Lawrence Market South Building located at 92-95 Front Street East, Toronto, ON M5E 1C3, Store No. UL23 comprising of approximately 194.57 sq. ft. (location as shown on Schedules "A" and "B" attached hereto) (the " <b>Leased Premises</b> ").		
<b>Actions</b>	1. Authority be granted to enter into the Lease Agreement with the Tenant, substantially on the terms and conditions outlined herein, and any such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
<b>Financial Impact</b>	<p>The City will receive a total revenue of approximately \$42,455.99, plus HST during the term of the lease commencing on October 1, 2021 and expiring on September 30, 2023. The City will receive an additional revenue in the amount of approximately \$72,341.73, plus HST if the Tenant exercises its option to extend the lease for a further term of three (3) years.</p> <p>Funds will be directed to 2021 Council Approved Operating Budget for Corporate Real Estate Management under cost center FA 1375. Future year revenue will be referred to the City's annual budget process and will be included as part of the 2022 and future year budget submissions for Council consideration.</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>		
<b>Comments</b>	<p>The Market has been operated by the City of Toronto as a food market since 1903. Currently, 62 different tenants occupy approximately 47,000 square feet of rentable space in the Market.</p> <p>The terms and conditions negotiated with the Tenant are, in the opinion of Real Estate Services staff, are reasonable in the circumstances and the rates to be charged have been determined to be appropriate.</p>		
<b>Terms</b>	<p>The Tenant: GORGEOUS AND BEAUTIFUL FLOWERS INC. c.o.b. as "G&amp;B at the Market "</p> <p>Leased Premises:</p> <p>St. Lawrence Market South Building (92-95 Front Street East, Toronto, ON M5E 1C3) - Stall No. UL23 comprising approximately 194.57 sq. ft</p> <p>Term: October 1, 2021 to September 30, 2023 with an option to extend for a further term of three (3) years.</p> <p>Semi-Gross Rent: \$74.70 / sq. ft per annum (2021-2022); \$76.57/ sq. ft. per annum (2022-2023)  Semi-Gross Rent for Extended Term: \$78.86 / sq. ft. per annum (2023-2024); \$81.43/ sq. ft. per annum (2024-2025); \$84.03 / sq. ft. per annum (2025-2026)</p> <p>Semi Gross Rent Free Period – October 1, 2021 to November 30, 2021 = \$2,982.66 plus HST</p> <p>Insurance: The Tenant shall throughout the Term, at its sole cost and expense, take out and keep in full force and effect, with the City as an additional insured, commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence.</p> <p>Indemnity: The Tenant shall indemnify and save harmless the City from any and all claims, actions, damages, liabilities, losses, costs and expenses whatsoever including, without limitation, those in respect of loss of life, personal injury or damage to property unless same is directly caused by the City's negligence, arising from any occurrence or situation in or about the Leased Premises, any damage arising from the Tenant's use and occupation of the Leased Premises, or breach of this Lease by the Tenant.</p>		

<b>Property Details</b>	<b>Ward:</b>	13 – Toronto Centre
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	194.57 sq. ft.
	<b>Approximate Area:</b>	47,000
	<b>Other Information:</b>	

Revised: October 5, 2020

<b>A.</b>	<b>Manager, Real Estate Services has approval authority for:</b>	<b>Director, Real Estate Services has approval authority for:</b>
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> 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 Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOs:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	<b>Delegated to more senior positions.</b>	<b>Delegated to more senior positions.</b>
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000. <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.	<input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$1 Million. <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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.	<input checked="" type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000. <b>Delegated to more senior positions.</b>	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> (c) Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <input type="checkbox"/> (g) Notices of Lease and Sublease <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner <input type="checkbox"/> (i) Consent to assignment of Agreement of

- (j) Purchase/Sale: Direction re Title 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 (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:	Kristyn Wong Tam					Councillor:					
Contact Name:	Felicity Campbell					Contact Name:					
Contacted by:	Phone	E-Mail	Memo	Other		Contacted by:	Phone	E-mail	Memo	Other	
Comments:	No objections					Comments:					

**Consultation with Divisions and/or Agencies**

Division:	Financial Planning					Division:					
Contact Name:	Patricia Libardo					Contact Name:					
Comments:	Reviewed and Approved					Comments:					

**Legal Services Division Contact**

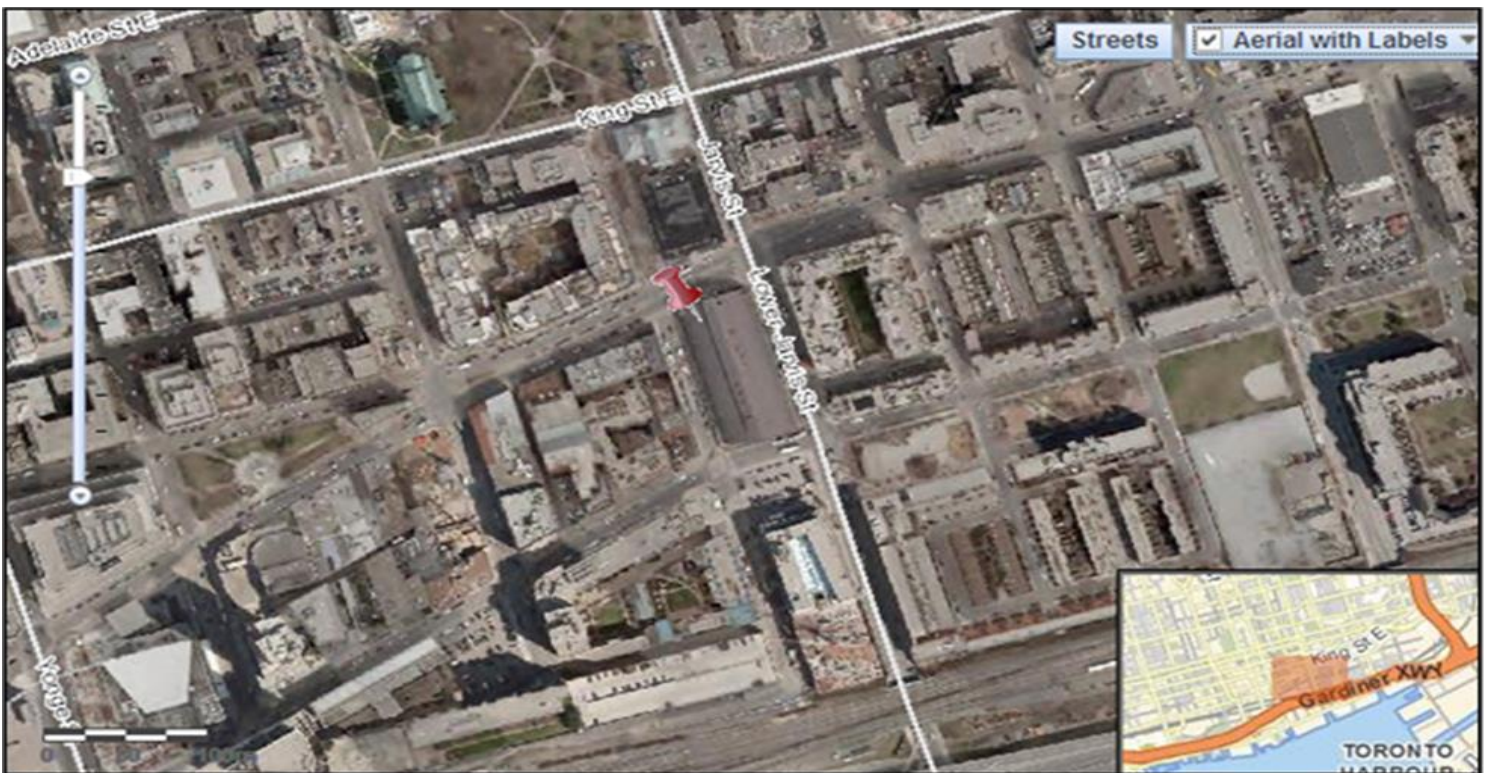
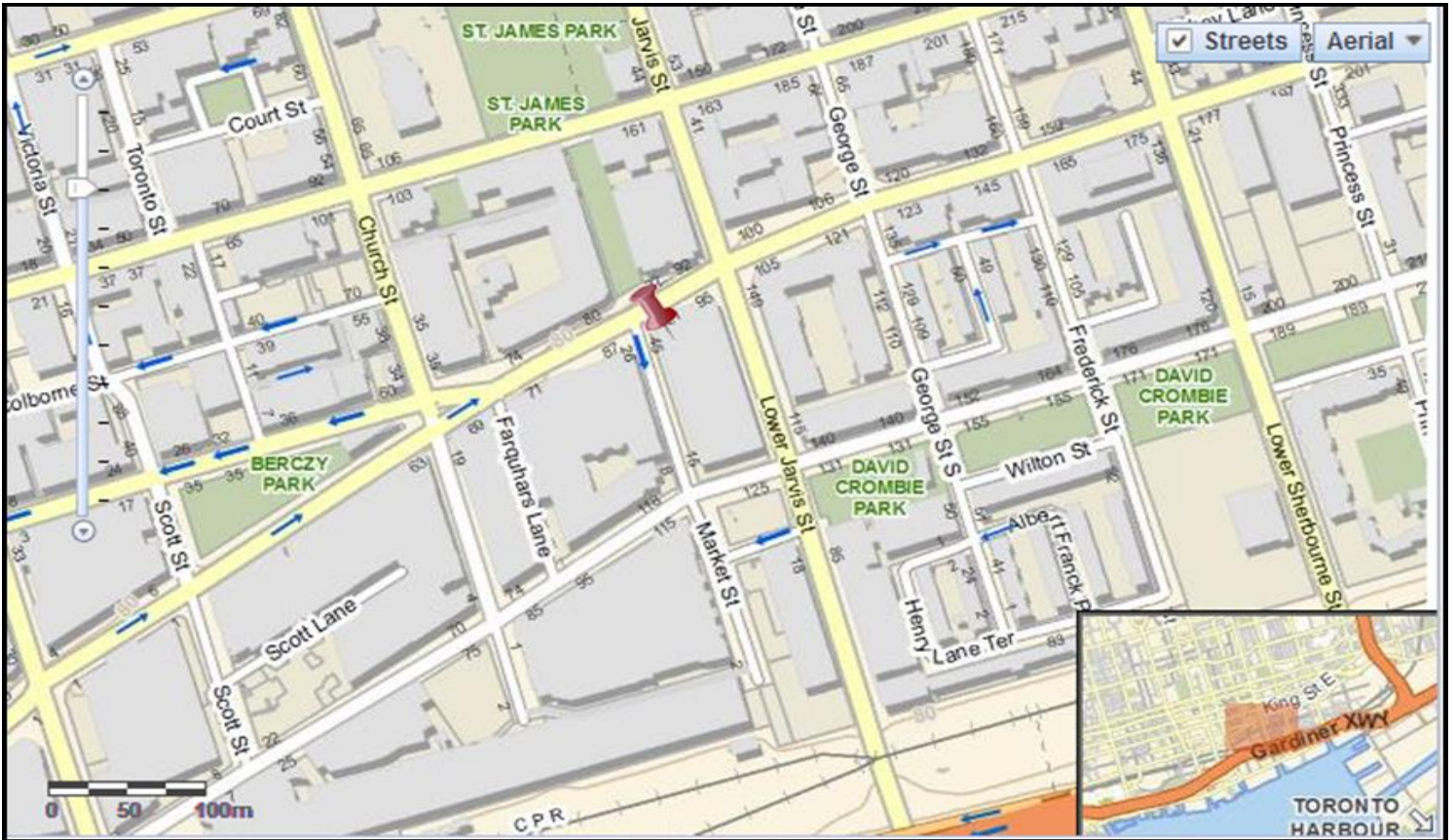
Contact Name:											
---------------	--	--	--	--	--	--	--	--	--	--	--

DAF Tracking No.: 2021-174	Date	Signature
Concurred with by: <b>Jeff Agyemang, Property Office 3</b>		X
<input checked="" type="checkbox"/> Recommended by: <b>Daniel Picheca A/R Manager, St Lawrence Market</b>	Oct. 9, 2021	Signed by Daniel Picheca
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Graham Leah Director, Property Management</b>	Oct. 9, 2021	Signed by Graham Leah

### Schedule "A"

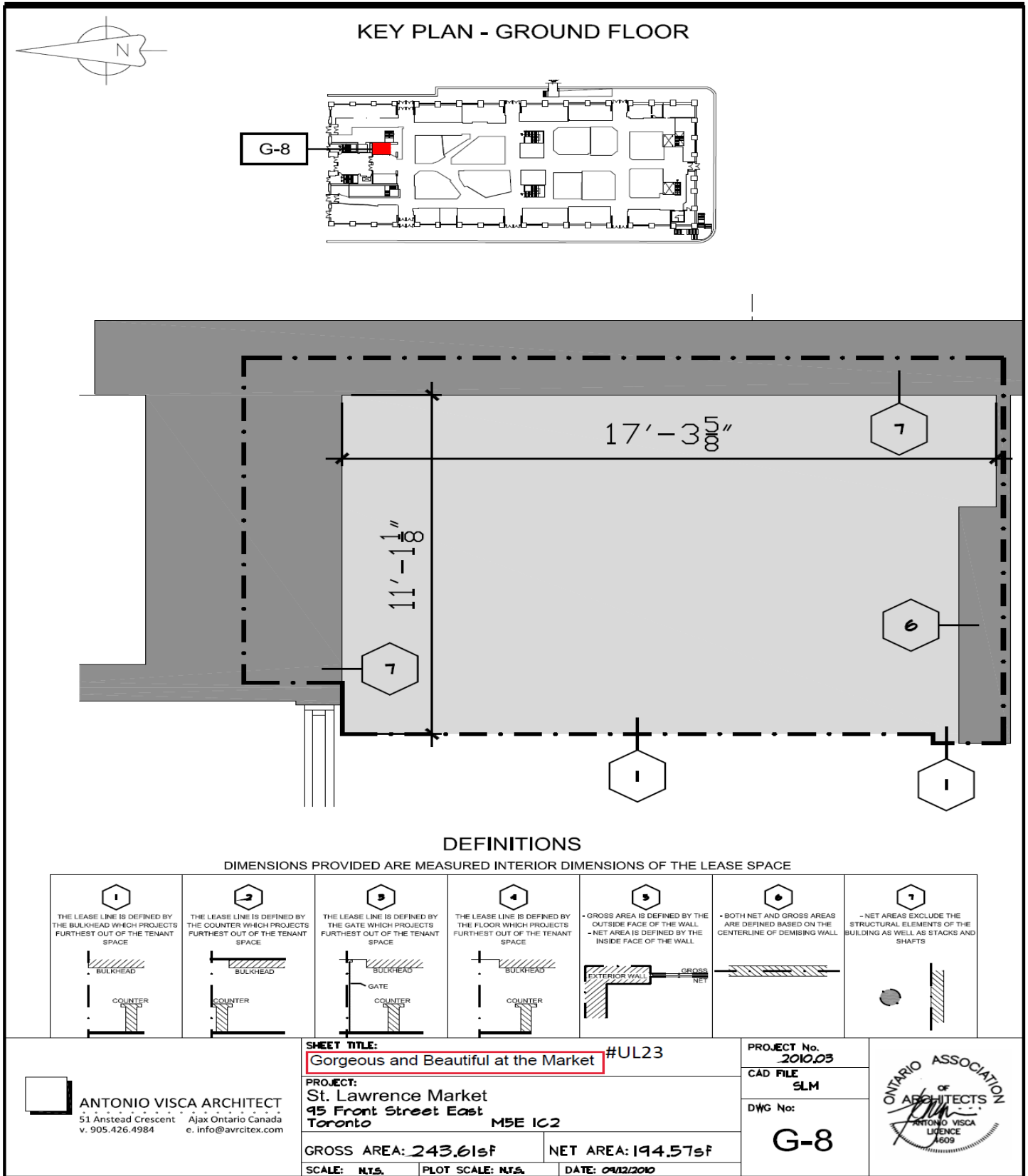
### Map of South St. Lawrence Market 92-95 Front St. E., Toronto, ON

### Street View



Schedule "B"

Floor Plan – Gorgeous and Beautiful at the Market



DEFINITIONS

DIMENSIONS PROVIDED ARE MEASURED INTERIOR DIMENSIONS OF THE LEASE SPACE

<p>1</p> <p>THE LEASE LINE IS DEFINED BY THE BULKHEAD WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>2</p> <p>THE LEASE LINE IS DEFINED BY THE COUNTER WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>3</p> <p>THE LEASE LINE IS DEFINED BY THE GATE WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>4</p> <p>THE LEASE LINE IS DEFINED BY THE FLOOR WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>5</p> <p>- GROSS AREA IS DEFINED BY THE OUTSIDE FACE OF THE WALL - NET AREA IS DEFINED BY THE INSIDE FACE OF THE WALL</p>	<p>6</p> <p>- BOTH NET AND GROSS AREAS ARE DEFINED BASED ON THE CENTERLINE OF DEMISING WALL</p>	<p>7</p> <p>- NET AREAS EXCLUDE THE STRUCTURAL ELEMENTS OF THE BUILDING AS WELL AS STACKS AND SHAFTS</p>
---	--	---	--	--	---	--

<p>SHEET TITLE: <b>Gorgeous and Beautiful at the Market #UL23</b></p>	
<p>PROJECT: <b>St. Lawrence Market 95 Front Street East Toronto M5E 1C2</b></p>	
<p>GROSS AREA: <b>243.61sf</b></p>	<p>NET AREA: <b>194.57sf</b></p>
<p>SCALE: <b>N.T.S.</b></p>	<p>PLOT SCALE: <b>N.T.S.</b></p>
<p>DATE: <b>09/12/2010</b></p>	

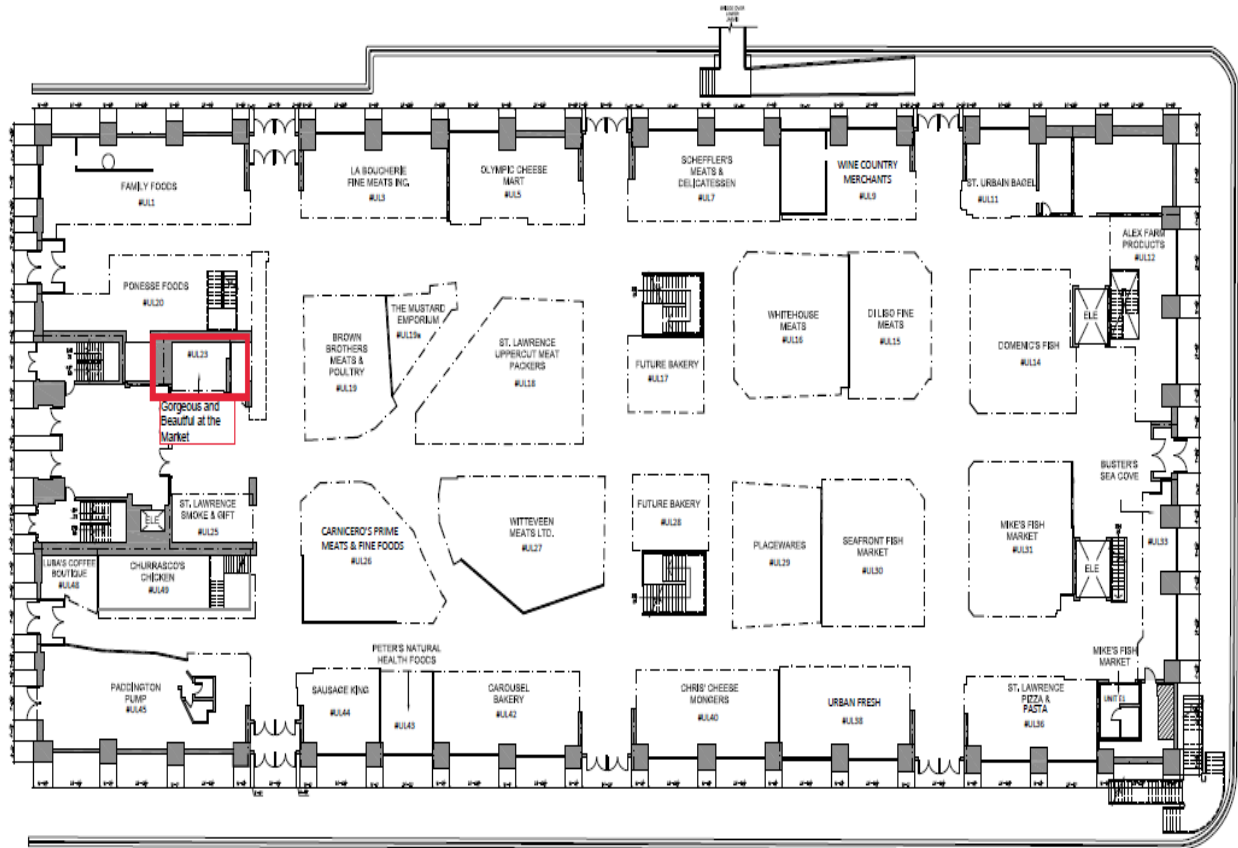
<p>PROJECT No. <b>2010.03</b></p>
<p>CAD FILE <b>SLM</b></p>
<p>DWG No: <b>G-8</b></p>



ANTONIO VISCA ARCHITECT  
51 Anstead Crescent Ajax Ontario Canada  
v. 905.426.4984 e. info@avrcitex.com

# Floor Plan

## St. Lawrence Market - South Market



GROSS FLOOR AREA = 48 810sf



**ANTONIO VISCA ARCHITECT**  
 51 Anstead Crescent Ajax Ontario Canada  
 v.905.426.4884 e.info@avrobex.com

SHEET TITLE  
**St. Lawrence Market Ground Level**

PROJECT:  
**St. Lawrence Market**  
 46 Front Street East  
 Toronto RBE 1C2

Revised April 2016

SCALE: KTA PLOT SCALE: 1/8"=1'-0" DATE: MAR2016

PROJECT No.  
**2010.03**

CAD FILE  
**SLM**

DWG No:  
**0-2**