

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

**TRACKING NO.: 2022-019**  
**with Confidential Attachment**

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

<b>Prepared By:</b>	Elliott Baron	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	August 8, 2022	<b>Phone No.:</b>	416-338-3207

<b>Purpose</b>	To obtain authority to enter into a lease agreement (the "Lease Agreement") between the City of Toronto (the "City"), as landlord, Toronto Equestrian (the "Tenant") and the Board of Governors of Exhibition Place (the "Board") with respect the property municipally known as 15 Nova Scotia Drive, for the purposes of operating a horse riding school from January 1, 2021 to December 31, 2024.
<b>Property</b>	A portion of the Property municipally known as 15 Nova Scotia Avenue, being a portion of Aisle H within the Horse Palace located on Exhibition Place, as highlighted in red on the Floor Plan in Appendix "B" (the "Leased Property").
<b>Actions</b>	1. Authority be granted to enter into the Lease Agreement with the Tenant and the Board, 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.
<b>Financial Impact</b>	See Confidential Attachment 1.  Revenue will be directed to the 2021 Council Approved Operating Budget for Exhibition Place under cost center EX0200. Future year revenue will be referred to the City's annual budget process and will be included as part of future year budget submissions for Council consideration.  The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section
<b>Comments</b>	The Tenant was selected through the Request for Proposal process led by the Board, in consultation with Corporate Real Estate Management. The Agreement recommended in this DAF was approved by the Board via the adoption of item EP13.7 at its meeting on September 18, 2020.  The Tenant will offer private and semi-private lessons, group lessons, introductory classes, in-house schooling shows, and more.  The proposed rent and other major terms and conditions of the Lease Agreement are considered to be fair, reasonable and reflective of market rates.
<b>Terms</b>	See Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	Ward 10 – Spadina-Fort York
	<b>Assessment Roll No.:</b>	1904-04-1-040-00100
	<b>Approximate Size:</b>	N/A
	<b>Approximate Area:</b>	7,486 ft <sup>2</sup> ±
	<b>Other Information:</b>	N/A

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/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><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 (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:	Councillor Joe Cressy	Councillor:	
Contact Name:	Anthony MacMahon	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 – February 10, 2021	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	<b>Exhibition Place</b>	Division:	<b>Financial Planning</b>
Contact Name:	Hardat Persaud, CFO Exhibition Place	Contact Name:	Patricia Libardo
Comments:	Concurrence – August 5, 2021	Comments:	Comments incorporated – May 10, 2021

**Legal Services Division Contact**

Contact Name: Jack Payne – Comments Incorporated February 10, 2021

DAF Tracking No.: 2022-019 with Confidential Attachment	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Susan Lin</b>	Aug. 4, 2022	Signed by Susan Lin
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	Aug. 18, 2022	Signed by Alison Folosea

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

**Landlord:**

City of Toronto (the "**Landlord**")

**Board Execution:**

The Board will also execute the Lease and, unless the Landlord advises otherwise and save as expressly otherwise provided in the Lease, all rights, covenants and obligations of the Landlord may be exercised, performed or complied with by the Landlord and/or the Board

**Tenant:**

Toronto Equestrian (the "**Tenant**")

**Term:**

Four (4) year term commencing on January 1, 2021 and ending on December 31, 2024.

**Use of Leased Property:**

The Tenant shall use the Leased Property solely for the purposes of an equestrian riding school. The Tenant shall comply at its sole cost with all local by-laws governing same and the Landlord shall not be responsible for any damages or additional costs incurred by the Tenant as a result of any changes to these by-laws. The Tenant shall vacate the Leased Property during the CNE and the Royal Agricultural Winter Fair.

**Shared Facilities:**

The Tenant shall have a non-exclusive licence to use the Shared Facilities, as defined in the Lease, together with others entitled to do so. The Tenant will work co-operatively with the Landlord and with other users of the Building with respect to access and the use of the shared facilities.

**Shared Exercise Ring:**

The Tenant shall have non-exclusive use of the Shared Exercise Ring, in common with the Toronto Police Services Mounted Unit (the "**Mounted Unit**"). The Tenant shall be responsible for arriving at a mutually satisfactory schedule with the Mounted Unit for the use of the Shared Exercise Ring.

**Basic Rent:**

See Confidential Attachment 1

**Net Lease:**

The Lease is a carefree and absolutely net lease to the Landlord, except as expressly set out, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Leased Property, the contents, the use or occupancy thereof, or the business carried on therein. The Tenant shall pay all charges, impositions, costs and expenses of every nature and kind, extraordinary as well as, ordinary and foreseen as well as unforeseen, relating to the Leased Property. Any amount and any obligation relating to the Leased Property not expressly declared in the Lease to be the responsibility of the Landlord shall be the responsibility of the Tenant.

**Insurance/Indemnity:**

Tenant shall provide proof of insurance in a form and amount satisfactory to the Landlord and, without limitation to the foregoing, containing provisions including the Board of Governors of Exhibition Place and the City of Toronto, as additional insured with a cross liability/severability of interest clause. Tenant shall indemnify the Board of Governors of Exhibition Place and the Landlord, and their respective elected and appointed officials, directors, officers, employees and agents, from all costs, damages, claims or demands with respect to any occurrence at the Leased Property, except if caused by the gross negligence or misconduct of the Landlord or the Board or whose for whom they are responsible at law.

# Appendix B Location Map & Floor Plan



## Floor Plan



 HORSE PALACE - FIRST FLOOR  
EXHIBITION PLACE, TORONTO

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MAR 26, 2011