

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-049

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

Prepared By:	Daniel Picheca	Division:	Corporate Real Estate Management												
Date Prepared:	February 10, 2024	Phone No.:	416-937-7561												
Purpose	To obtain authority to enter into (i) a lease extension agreement (the " Lease Extension Agreement ") with EUGENE WHITEHOUSE LTD c.o.b. as WHITEHOUSE MEATS (the " Tenant "); and (ii) an assignment and consent agreement (the " Assignment Agreement ") with the Tenant and ST. LAWRENCE GOURMET DELICATESSEN LTD (the " Assignee ") with respect to the property municipally known as 93 Front St. E., Store No. UL16.														
Property	South St. Lawrence Market at 93 Front Street East, Unit No. UL16, Toronto, ON M5E 1C3 (location as shown on Schedule "A" attached hereto, comprising approximately 1,086.14 sq. ft. (the " Leased Premises ").														
Actions	Authority be granted to enter into: 1) the Lease Extension Agreement with the Tenant; 2) the Assignment Agreement with the Tenant and the Assignee, substantially on the major terms and conditions set out in Schedule "B", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.														
Financial Impact	<p>The City will receive rental revenues in the amount of \$592,455.01 (with HST) over the five (5) year term. 2024 Revenues to the City will be directed to the 2024 Council Approved Operating Budget for Corporate Real Estate Management (CREM), under cost center FA1375 and functional area code 3220200000, and included in CREM's 2024 Operating Budget and future submissions for Council consideration.</p> <p>Revenues remitted to the City for each fiscal year are as follows:</p> <table border="1"> <tr> <td>2020</td><td>\$124,035.30</td></tr> <tr> <td>2021</td><td>\$124,035.30</td></tr> <tr> <td>2022</td><td>\$124,035.30</td></tr> <tr> <td>2023</td><td>\$102,586.81</td></tr> <tr> <td>2024</td><td>\$117,762.28</td></tr> <tr> <td></td><td>\$592,455.01 with HST</td></tr> </table>			2020	\$124,035.30	2021	\$124,035.30	2022	\$124,035.30	2023	\$102,586.81	2024	\$117,762.28		\$592,455.01 with HST
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Comments	<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> <p>The St. Lawrence 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 proposed rent and other major terms and conditions of the Lease are considered to be fair, reasonable and reflective of market rates.</p> <p>The Tenant entered into an agreement of purchase and sale to sell its business at the Leased Premises to the Assignee. The Assignee proposes to run the business under the current business name "Urban Fresh" and has committed to maintain the quality and popularity of the business which are acceptable to St. Lawrence Market Management.</p> <p>Due to the sale of the Tenant's business, the City has agreed to consent to the assignment of the lease, provided that the Assignee assumes the terms, covenants and conditions of the lease.</p>														
Terms	See Schedule "B" for major terms and conditions.														
Property Details	Ward:	13- Toronto Centre													
	Assessment Roll No.:														
	Approximate Size:														
	Approximate Area:	1,086.14 Square feet of rentable area													
	Other Information:														

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
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"/> (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"/> (b) Request Hearings of Necessity.
	<input type="checkbox"/> (c) Waive Hearings of Necessity.	<input type="checkbox"/> (c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<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:	Delegated to more senior positions.	Delegated to more senior positions.
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:	Delegated to more senior positions.	<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 checked="" 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 three (3) months, including licences for environmental assessments and/or testing, etc.	<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.
	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):	<input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.	<input 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.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	<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:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	<input checked="" 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 Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (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

☐ Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Chris Moise	Councillor:	
Contact Name:	Edward LaRusic	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Concur to extension	Comments:	

Consultation with Divisions and/or Agencies

Division:	Financial Planning	Division:	Financial Planning
Contact Name:	Ciro Tarantino	Contact Name:	
Comments:	Reviewed and approved	Comments:	

Legal Services Division Contact

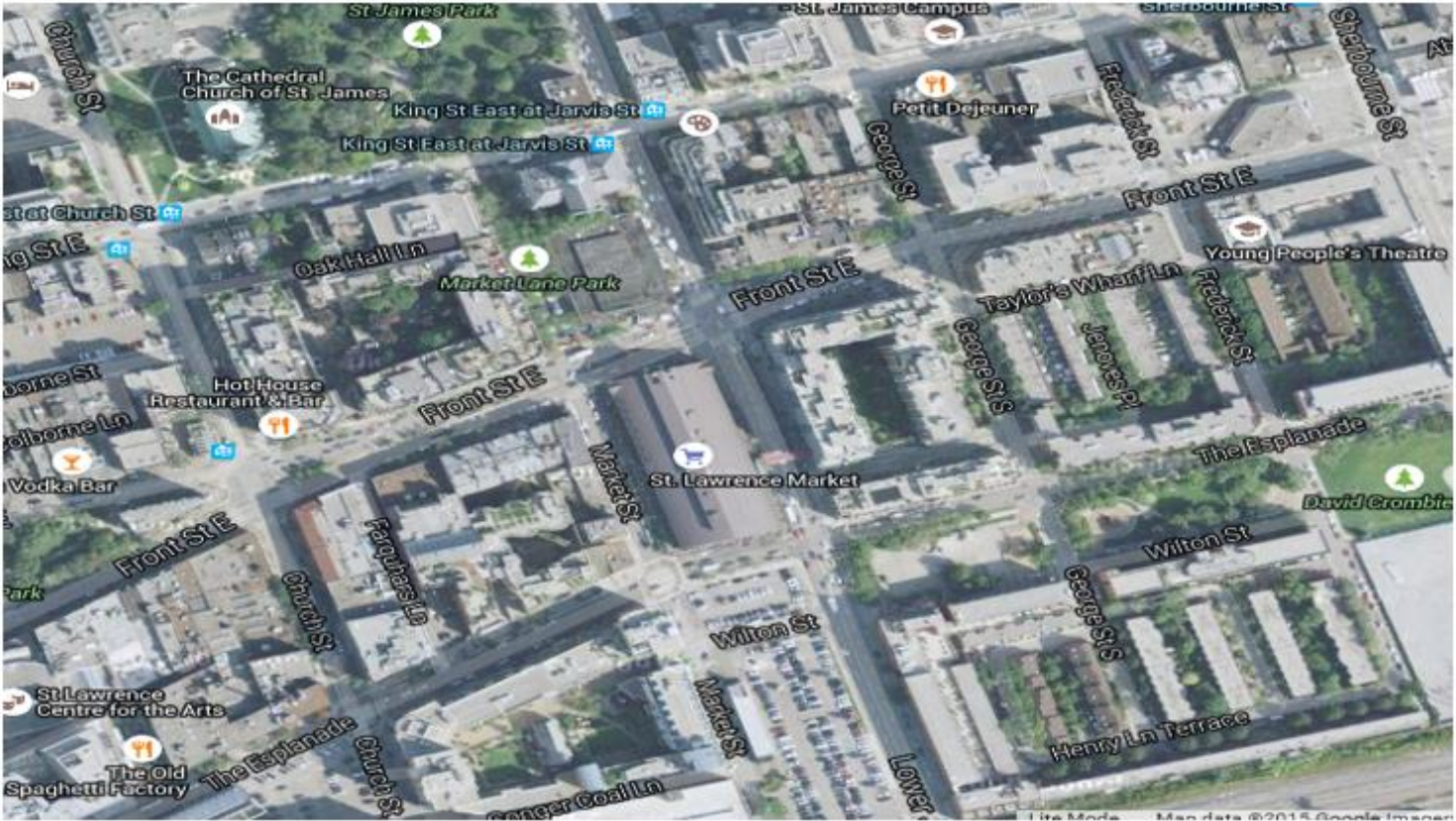
Contact Name:	Gloria Lee
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DAF Tracking No.: 2024-049	Date	Signature
		X
<input type="checkbox"/> Recommended by: Manager, St Lawrence Market Complex <input checked="" type="checkbox"/> Approved by: Daniel Picheca	February 16, 2024	Signed by Daniel Picheca
<input checked="" type="checkbox"/> Approved by: Director, Property Management Graham Leah	February 16, 2024	Signed by Graham Leah

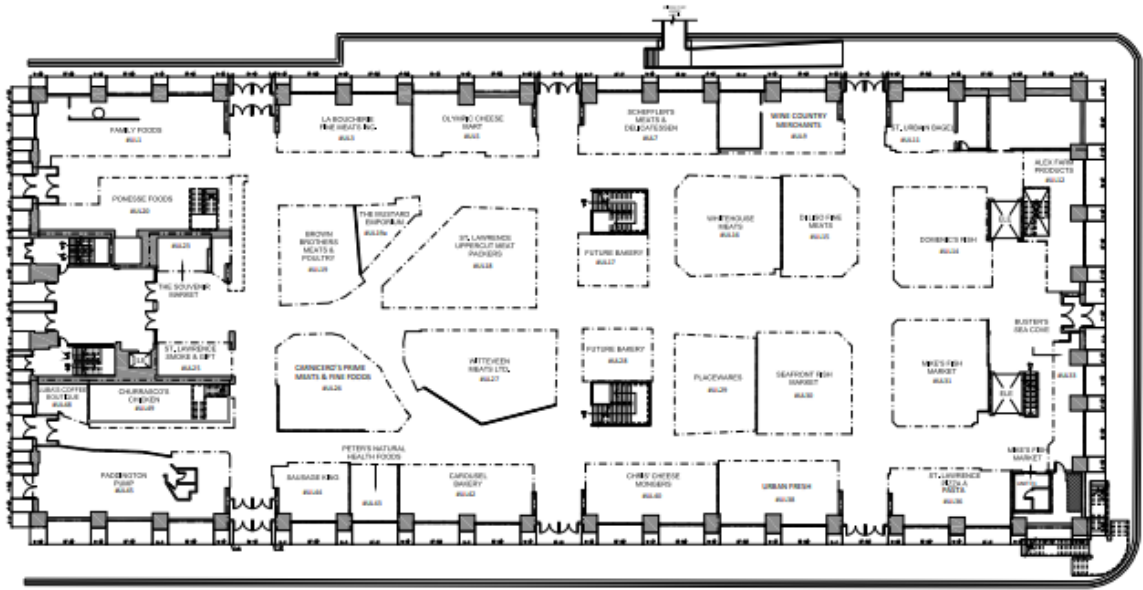
Schedule "A"

Map of South Market- St. Lawrence Market
93 Front St, Toronto, ON

Street View



Floor Plan of the Centre



GROSS FLOOR AREA = 48 810sf

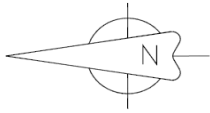


ANTONIO VISCA ARCHITECT
100-1000
v. 905.426.4584 e. info@visca.com

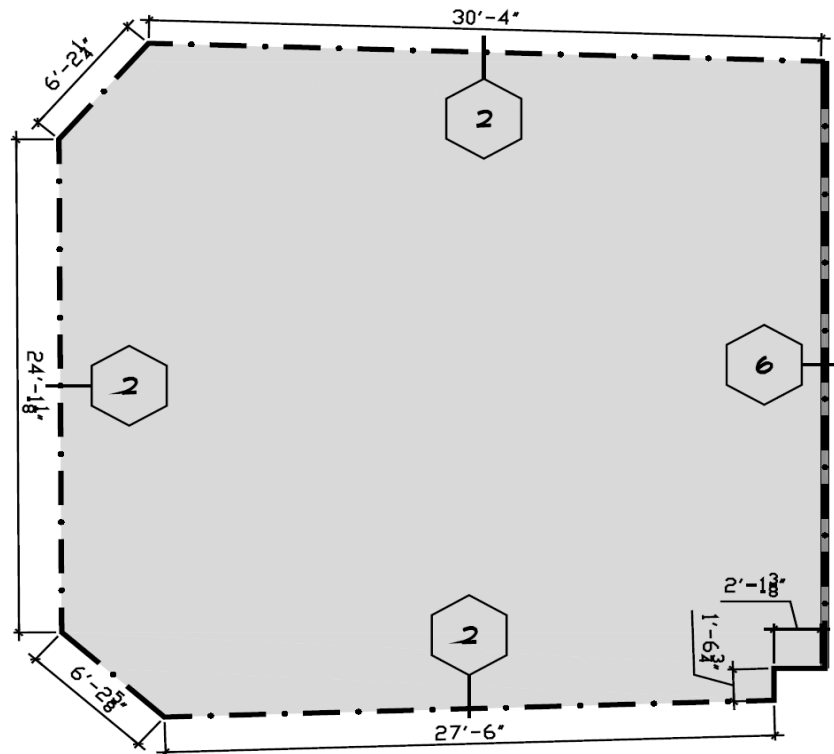
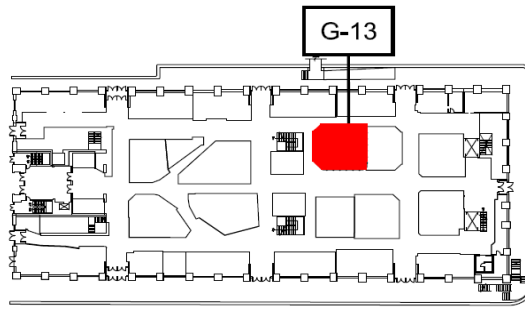
SHEET NAME:
St. Lawrence Market Ground Level
PROJECT:
St. Lawrence Market
40 Front Street East, 2nd Fl.
Toronto
SCALE: 1/8"=1'-0"
DATE: 04/09/2005

PROJECT No.
3000
CADD FILE
BLP
SHEET No.
0-2

Certificate of Land Surveyor



KEY PLAN - GROUND FLOOR



DEFINITIONS

DIMENSIONS PROVIDED ARE MEASURED INTERIOR DIMENSIONS OF THE LEASE SPACE

<p>1 THE LEASE LINE IS DEFINED BY THE BULKHEAD WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>2 THE LEASE LINE IS DEFINED BY THE COUNTER WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>3 THE LEASE LINE IS DEFINED BY THE GATE WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>4 THE LEASE LINE IS DEFINED BY THE FLOOR WHICH PROJECTS FURTHEST OUT OF THE TENANT SPACE</p>	<p>5 - 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 - BOTH NET AND GROSS AREAS ARE DEFINED BASED ON THE CENTERLINE OF DEMISING WALL</p>	<p>7 - NET AREAS EXCLUDE THE STRUCTURAL ELEMENTS OF THE BUILDING AS WELL AS STACKS AND SHAFTS</p>
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ANTONIO VISCA ARCHITECT
51 Anstead Crescent
v. 905.426.4984
Ajax Ontario Canada
e. info@avrcitex.com

SHEET TITLE:
Whitehouse Meats #UL16

PROJECT:
**St. Lawrence Market
95 Front Street East
Toronto M5E 1C2**

GROSS AREA: 1086.14sf

NET AREA: 1086.14sf

SCALE: N.T.S.

PLOT SCALE: N.T.S.

DATE: 09/12/2010

PROJECT No.
2010.03

CAD FILE
SLM

DWG No:

G-13



Schedule "B" – Major Terms and Conditions

A. Lease Extension Agreement

1. **Tenant:** EUGENE WHITEHOUSE LTD
2. **Term:** January 1, 2020 to December 31, 2024
3. **Semi-gross rent:**

<u>Period</u>	<u>Semi-Gross Rent</u>
January 1, 2020 to December 31, 2022	\$72.88 per sq. ft. per year (\$ per year)
January 1, 2023 to December 31, 2023	\$75.07 per sq. ft. per year (\$ per year)
January 1, 2024 to December 31, 2024	\$77.32 per sq. ft. per year (\$ per year)

4. **Option to Extend:** Provided the tenant is not in default and has not been in default during the lease term, the tenant shall have the right to extend for a further period of five (5) years, upon delivery of a notice to the City not more than 12 months and not less than 6 months before the expiry of the lease term.
5. **Percentage Rent and Breakpoint:** 2% of annual gross sales which exceed the estimated breakpoint of \$3,957,894.16 for 2020.
6. All other terms and condition to remain the same.

B. Assignment Agreement

1. **Assignor:** EUGENE WHITEHOUSE LTD
2. **Assignee:** ST. LAWRENCE GOURMET DELICATESSEN LTD
3. **Amendment to the Lease:** The assignee shall only be required to pay additional rent from Oct. 1, 2023 to March 31, 2024 due to renovation of the Leased Premises and all rent as required under the lease shall become payable on April 1, 2024.
4. Effective date of agreement: October 1, 2023
5. The City consents to the assignment of the Lease from the Assignor to the Assignee on the terms and conditions of the Assignment.