

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

Approv	ed pursuant to the Delegated Authori	ty contained in Article 2 of City of T	oronto Municipal Code Chapter 213, Real Property				
Prepared By:	Jag Prajpati	Division:	Corporate Real Estate Management				
Date Prepared: Purpose	"Indemnifier"), with respect to		ease agreement with Dipped Donuts Inc. (the " Tenant ") and Jiten Grover (the property municipally known as Unit 1, 161 Baldwin Street, Toronto for the purpose				
Property	The property municipally known as Unit 1, 161 Baldwin Street, Toronto, legally described as LT 11, 14-16 PL D15 TORONTO; LT 1-3 PL 1092 CITY WEST; PT LT 5, 12, 17 PL D15 TORONTO; PT LT A PL 1092 CITY WEST PT 1 63R1240, PT 1 - 14 WA83703 T/W CT320074 EXCEPT PT 2 & 3 63R1240; CITY OF TORONTO, being all of PIN 21235-0366, as shown on the Location Map in Appendix "B" (the " Premises ").						
Actions	major terms and condition		with the Tenant and the Indemnifier, substantially on the including such other terms as deemed appropriate by the he City Solicitor.				
Financial Impact	The City will receive revenues of \$209,986.10 plus HST over the five (5) years term, inclusive of base rent, operating and maintenance costs and property taxes. The base rent revenue will be \$157,150.10 and the expense reimbursement will be \$52,836.00.						
	The property taxes and operating and maintenance costs associated with the Premises will be paid by the Tenant. Actual expenses and revenues will be reported through the Toronto Parking Authority's (" TPA ") variance reports and will be included in future year operating budget submissions for TPA.						
	The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.						
Comments	In February 2018, the City entered into an offer to lease with the Tenant, authorized by DAF No. 2018-059, granting use of the Premises for a term of five (5) years expiring on April 30, 2023. Both parties agreed to enter into a new lease agreement for the use of the Premises.						
	The proposed base rent and o reasonable and reflective of m		s of the Lease Agreement are considered to be fair,				
Terms	Refer Appendix "A"						
Property Details	Ward:	Ward 11 – University	/-Rosedale				
	Assessment Roll No.:						
	Approximate Size:						
	Approximate Area:	34.4 m ² ± (370 ft ² ±)					
	Other Information: Lease Renewal						

Α.	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.
 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.
 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
		(j) Documentation relating to Land Title 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

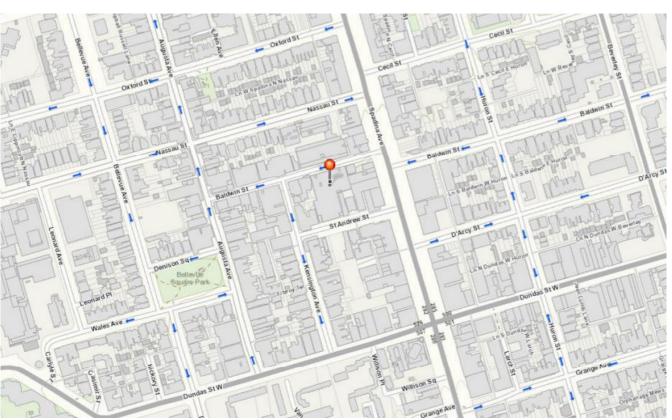
X Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

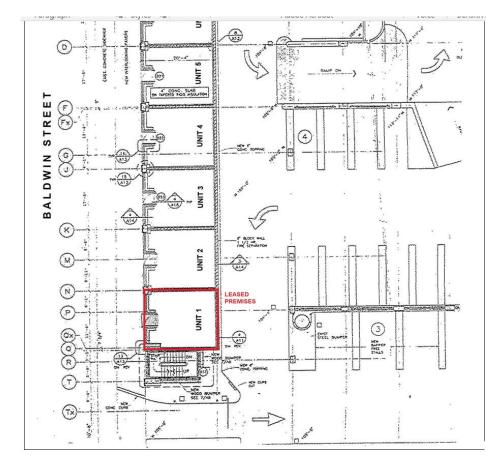
Consultation with Councillor(s)								
Councillor:	Councillor Dianne Saxe		Councillor:					
Contact Name:	Andrew Greene, Chief of Staff		Contact Name:					
Contacted by:	Phone X E-Mail Memo	Other	Contacted by:	Phone	E-mail	Memo	Other	
Comments:	No objection	Comments:						
Consultation w	ith Divisions and/or Agencies							
Division:	Toronto Parking Authority		Division:	Financial Pla	Financial Planning			
Contact Name:	Miguel de Jesus		Contact Name:	Ciro Tarantino				
Comments:	Comments incorporated		Comments:	Comments incorporated				
Legal Services	Division Contact							
Contact Name:	Gloria Lee							

DAF Tracking No.: 202	4-217	Date	Signature
X Recommended by: Approved by:	Manager, Real Estate Services Niall Robertson	Nov. 18, 2024	Signed by Niall Robertson
X Approved by:	Director, Real Estate Services Alison Folosea	Nov. 21, 2024	Signed by Alison Folosea

Major Terms and Conditions

Leased Premises:	Unit 1, 161 Baldwin Street
Landlord:	City of Toronto
Tenant:	Dipped Donuts Inc.
Indemnifier	Jiten Grover
Leased Area:	Approximately 370 square feet (34.4 square meters)
Base Rent:	Year 1: \$72.50 per sq.ft. per annum Year 2: \$78.25 per sq.ft. per annum Year 3: \$84.45 per sq.ft. per annum Year 4: \$91.15 per sq.ft. per annum Year 5: \$98.38 per sq.ft. per annum
Additional Rent:	Approximately \$28.56 per sq.ft. per annum
Lease Commencement Date:	October 1, 2024
Fixturing Period:	N/A
Term:	Five (5) years
Option to Extend:	None
Use / Purpose:	The Tenant shall use the Premises solely for the business of the preparation and sale of gourmet donuts, baked goods, coffee, tea and other desserts and beverages in a reputable manner. Any addition/change in menu items is to be approved by the Landlord.
Insurance:	The Tenant shall take out, at its expense, Commercial General Liability Insurance of not less than two million dollars (2,000,000.00) per occurrence. Such insurance shall include the Landlord as an additional insured and/or loss payee and contain cross-liability and severability of interest provisions, as applicable
Security Deposit:	\$3,427.72 (including HST)
Pre-Paid Rent:	\$3,033.38 (last month's base rent) + \$880.56 (additional rent) = \$3,913.98 + HST = \$4,422.80.
Indemnifier:	The Indemnifier agrees to indemnify and hold harmless the City from any loss, damage or injury arising from any default of the Tenant under the Lease Agreement and shall guarantee the performance and observation of the covenants, obligations and agreements under the Lease Agreement.





Location Map