



DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

With confidential attachment

TRACKING NO.: 2025-161

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:	May 13, 2025	Phone No.:	416-338-3586										
Purpose	To obtain authority to enter into a lease agreement with Maple Leaf Sports & Entertainment Partnership (the "Tenant") with respect to part of the second floor of the West Annex of the Enercare Centre which is municipally known as 100 Princes' Blvd, Toronto, Ontario, M6K 3C3 for the purpose of general business offices in conjunction with the permitted use set out in Section 7.1 of the Sublease, as defined below (the "Lease").												
Property	A portion of the property municipally known as 100 Princes' Blvd, Toronto, Ontario, M6K 3C3, being part of the second floor of the West Annex of the Enercare Centre, within the Exhibition Place grounds, (the "Property"), as shown on the Location Map and sketch in Appendix "B".												
Actions	<ol style="list-style-type: none"> Authority be granted to enter into the Lease with the Tenant, substantially on the major terms and conditions set out in Appendix "A", Confidential Attachment 1, 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>See Confidential Attachment 1.</p> <p>Revenue will be directed to the 2025 Council Approved Operating Budget for Exhibition Place under cost center EX0200.</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>												
Comments	<p>Following the \$38.0M upgrade to the Coliseum Arena to become the Ricoh Coliseum in 2003, the Tenant and BPC Coliseum Inc., an affiliate of OMERS, entered into a sublease, on terms and conditions approved by Exhibition Place and City Council (the "Sublease"). Under the Sublease, the Tenant subleased the arena building and 19,900 square feet on the ground floor within the West Annex building of which 10,863 square feet was to be used as the Tenant's ticketing operation and staff offices.</p> <p>In 2013, The Board of Governors of Exhibition Place (the "Board") approved a 4-year lease to the Tenant for use of area on the second floor of the West Annex as office space. At the end of the initial lease, the Board approved a new 4-year lease for the period from January 1, 2017 to December 31, 2021. The Tenant has been in overhold since then.</p> <p>By adoption of Item 2025.EP16.15 at its meeting on April 28, 2025, the Board authorized the Lease on the terms and conditions set out in Appendix "A" and Confidential Attachment 1 to the Item's staff report, subject to City authorization. CREM and Board staff have negotiated terms and conditions of the Lease as set out in Appendix "A" and Confidential Attachment 1 hereto.</p> <p>The proposed rent and other major terms and conditions of the Lease Agreement are considered to be fair, reasonable and reflective of market rates.</p> <p>Since this land is located in the Designated Waterfront Area, as defined in the Toronto Waterfront Revitalization Corporation Act, 2002, the approval of the Director, Waterfront Secretariat has been obtained.</p>												
Terms	See Appendix "A" and Confidential Attachment 1.												
Property Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Ward:</td> <td>10 – Spadina-Fort York</td> </tr> <tr> <td>Assessment Roll No.:</td> <td>19 04 041 040 001 11</td> </tr> <tr> <td>Approximate Size:</td> <td></td> </tr> <tr> <td>Approximate Area:</td> <td>768.87 m² ± (8,276 ft² ±)</td> </tr> <tr> <td>Other Information:</td> <td></td> </tr> </table>			Ward:	10 – Spadina-Fort York	Assessment Roll No.:	19 04 041 040 001 11	Approximate Size:		Approximate Area:	768.87 m ² ± (8,276 ft ² ±)	Other Information:	
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Other Information:													

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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 & Parks & 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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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; 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B. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- 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 Ausma Malik	Councillor:	
Contact Name:	Nora Cole	Contact Name:	
Contacted by:	Phone <input checked="" type="checkbox"/> E-Mail <input 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:	Exhibition Place	Division:	Financial Planning
Contact Name:	Steven Nushis	Contact Name:	Ciro Tarantino
Comments:	Comments incorporated	Comments:	Comments incorporated

Legal Services Division Contact

Contact Name:	Jack Payne
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DAF Tracking No.: 2025-161	Date	Signature
Recommended by: Manager, Real Estate Services Eric Allen	13-MAY-2025	Signed by Eric Allen
Recommended by: Director, Real Estate Services Alison Folosea	26-May-2025	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management	May 26, 2025	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Approved by: Patrick Matozzo		

Appendix "A"

Major Terms and Conditions

- **Landlord:** City of Toronto.
- **Tenant:** Maple Leaf Sports & Entertainment Partnership.
- **Property:** a portion of the second floor of the West Annex of the Enercare Centre municipally known as 100 Princes' Blvd, Toronto, Ontario, M6K 3C3,
- **Use:** Solely for the purpose of general business offices in conjunction with the permitted use set out in Section 7.1 of the Sublease.
- **Commencement Date:** August 1, 2024
- **Term:**
 - 10 years and 11 months (August 1, 2024 - June 30, 2035)
 - In the event that the Tenant exercises its right to further extend the Sublease for a period commencing July 1, 2035 and expiring June 30, 2045 (the "Sublease Extension"), the Tenant shall have the right to extend the term of the Lease for the whole of the Property for a period commencing on July 1, 2035 and expiring upon the expiry of, or, if applicable, earlier termination of the Sublease Extension (the "Extended Term"). The Extended Term shall be on the same terms and conditions as the Term, save and except:
 - there will be no further right to extend the Extended Term;
 - the Basic Rent for the Extended Term shall be the then fair market basic rent rate for comparable premises in the area, provided that in no event shall such rate be less than the Basic Rent payable during the last twelve (12) month period immediately preceding the commencement of the Extended Term
- **Basic Rent:** As outlined in Confidential Attachment 1.
- **Additional Rent:** The Lease is net to the Landlord. The Tenant shall pay Additional Rent as follows:
 - all Taxes, charges, impositions, costs and expenses of every nature and kind;
 - all costs of utilities and supplies for the Leased Property, including electrical power to the Tenant's outdoor signage, and all costs of operation, maintenance, replacement and repair of the Leased Property except as otherwise provided in the Lease;
 - all other costs, expenses and charges incurred in and about the operation and management of the Leased Property except for such costs, expenses and charges which are required to be paid by the Landlord; and
 - any and all sums of money or charges required to be paid by the Tenant under the Lease, other than Basic Rent.
 - All payments of Basic Rent and Additional Rent shall, unless the Landlord advises otherwise, be paid to the Board
- **Tenant's Maintenance/Repairs:** Subject to the repair obligations of the Landlord, the Tenant shall, at its sole cost, at all times during the Term operate, maintain and repair the Leased Property and the Improvements in good condition in keeping with the standard of repair and maintenance of the subleased Premises required of the Tenant and Sublandlord set out in the Sublease.
- **Insurance:** The Tenant, at all times during the Term, and any renewal thereof, at its own expense, shall take out and keep in full force and effect insurance upon the Leased Property, by adding the Leased Property to insurance coverage required to be carried by the Subtenant pursuant to the Sublease.
- **Indemnification:** The Landlord and the Tenant shall indemnify each other on the terms and conditions set out in the previous office lease in favour of the Tenant for the Leased Property.
- **Assignment, Subletting:** The Lease can only be Assigned (as defined in the Lease), in conjunction with an approved Assignment of the Sublease, and an approval of an Assignment of the Sublease is deemed an approval of an Assignment of the Lease to the same party.
- **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.

Leased Property