



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

With confidential attachment

TRACKING NO.: 2025-160

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 licence agreement with Maple Leaf Sports & Entertainment Partnership (the "Licensee") with respect to part of the property referred to as the West Annex of the Enercare Centre which is municipally known as 100 Princes' Blvd, Toronto, Ontario, M6K 3C3 for the purpose of equipment storage, dressing room and exercise facility in connection with the Licensee's operation of the premises under the sublease at the Coca-Cola Coliseum (the "Sublease Premises") for the professional sports teams currently playing at the Exhibition Place lands, for permitted licensees of the Sublease Premises, as a dressing room, exercise and equipment storage facility or other reasonable operational needs in connection with its operation of the Sublease Premises, and for its professional sports teams currently playing at the Exhibition Place lands and licensees of the Sublease Premises as approved by the Licensee. (the "Licence Agreement").		
Property	A portion of the property municipally known as 100 Princes' Blvd, Toronto, Ontario, M6K 3C3, being part of the first and second floor of the West Annex of the Enercare Centre within the Exhibition Place grounds (the "Property"), as shown on the Location Map and sketches in Appendix "B".		
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee, 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>By adoption of Item 2025.EP16.16 at its meeting on April 28, 2025, The Board authorized the Licence Agreement 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 Licence as set out in Appendix "A" and Confidential Attachment 1.</p> <p>As the Licensee has been currently using the Premises, primarily for storage, the proposed Licence, and the uses thereunder, will benefit Exhibition Place in the form of additional revenue and visitors to the grounds for games played at Coca-Cola Coliseum.</p> <p>The proposed licence fee and other major terms and conditions of the Licence 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 Confidential Attachment 1.		
Property Details	Ward:	10 – Spadina-Fort York	
	Assessment Roll No.:	19 04 041 040 001 11	
	Approximate Size:		
	Approximate Area:	1,020.45 m ² ± (10,984 ft ² ±)	
	Other Information:		

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 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 \$3 Million. Request/waive hearings of necessity delegated to less senior positions.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million. Request/waive hearings of necessity delegated to less senior positions.
3. Issuance of RFPs/REOs:	<input type="checkbox"/> Issuance of RFPs/REOs.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	<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:	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	<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 \$3 Million. <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. Delegated to a more senior position.	<input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million. <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. <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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$3 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	<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 Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds	<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 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. 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.: 2025-160	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 checked="" type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management Patrick Matozzo	May 26, 2025	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Approved by: Deputy City Manager, Corporate Services David Jollimore	May 29 th , 2025	Signed by David Jollimore

Appendix "A"

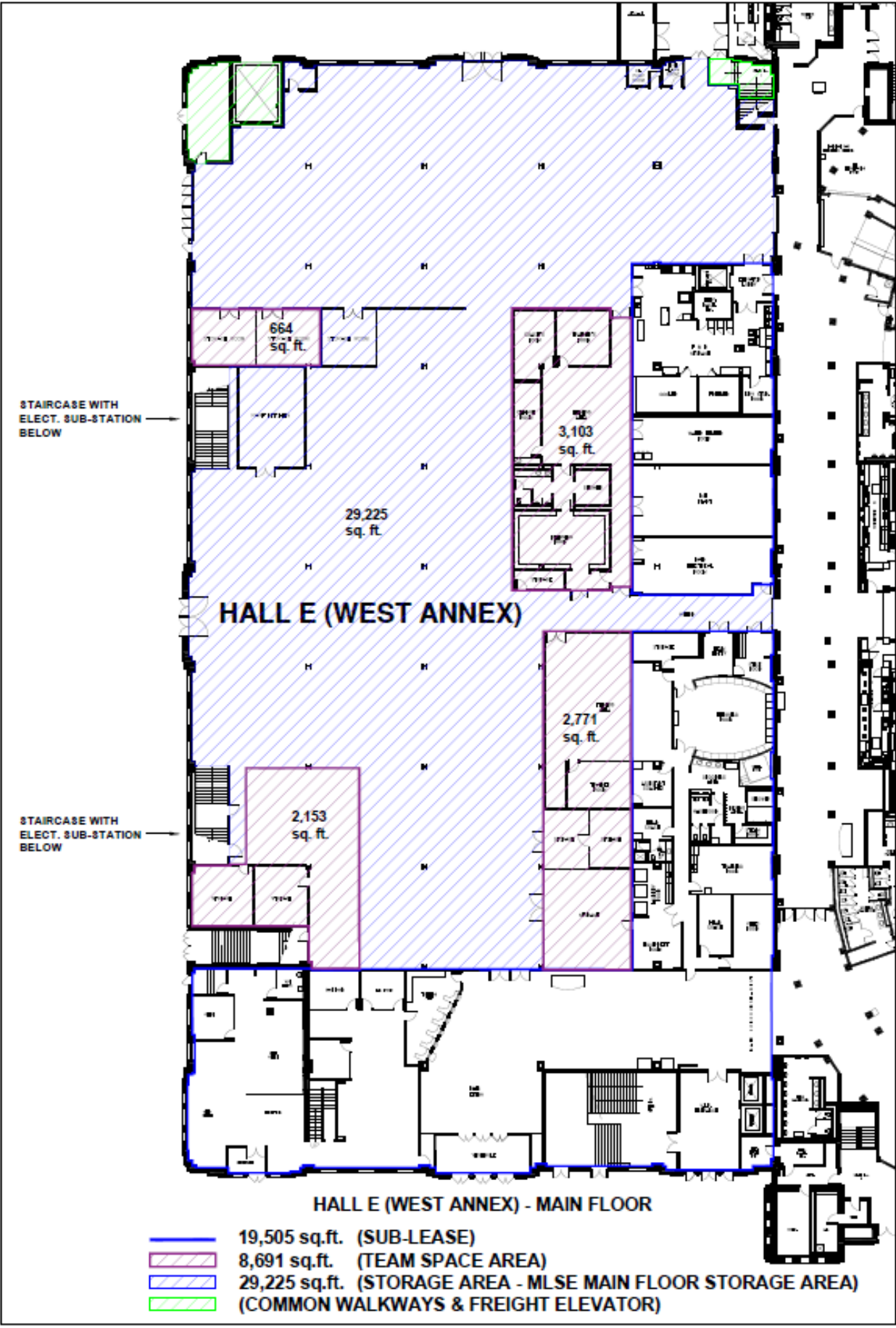
Major Terms and Conditions

- **Licensor:** City of Toronto.
- **Licensee:** Maple Leaf Sports & Entertainment Partnership.
- **Licensed Premises:** a portion of the first and second floor of the West Annex of the Enercare Centre municipally known as 100 Princes' Blvd, Toronto, Ontario, M6K 3C3
- **Use:** for the purpose of: (i) an equipment storage facility for use by the Licensee in connection with its operation of the premises under to the Sublease at the Coca-Cola Coliseum (the "Sublease Premises"), for the professional sports teams currently playing at the Exhibition Place lands, for permitted licensees of the Sublease Premises; (ii) as a dressing room, exercise and equipment storage facility or other reasonable operational needs in connection with its operation of the Sublease Premises, and for its professional sports teams currently playing at the Exhibition Place lands (including the Toronto WNBA team) and licensees of the Sublease Premises as approved by the Licensee; and (iii) such other purposes agreed to by the Licensee and Board, in their sole discretion.
- **Effective Date:** August 1, 2024
- **Term:**
 - August 1, 2024 - June 30, 2035
 - In the event that the Licensee, as subtenant, exercises its right to extend the Sublease for a further ten-year period expiring June 30, 2045, the Term shall automatically be extended for the same period, and shall expire on June 30, 2045.
 - In the event that the term of the Sublease expires, is terminated or is forfeited for any reason whatsoever, this Agreement shall immediately be terminated.
- **License Fee:** As outlined in Confidential Attachment 1.
- **Utilities:** The Licensee shall pay, as Additional Rent under the Sublease, the cost of any utilities provided to the Licensed Property.
- **Property Taxes:** In the event that any applicable authority determines that Taxes are payable with respect to the Premises, Licensee shall be responsible to pay all such amounts to the Licensor upon demand.
- **Signage:** The Licensee has the right, throughout the Term, to maintain the existing freestanding sign located outside of the Building at the location set out in Schedule "B" (the "Freestanding Sign"). The Freestanding Sign shall be subject to, and comply with, all applicable provisions of the Sublease. The Toronto WNBA team (the "Tempo") shall have the right to install, at no cost to the Licensor or Board, signage and branding within the WNBA Areas relating to the Tempo or the WNBA, provided such signage does not materially damage or deface the WNBA Areas. The Licensee shall not install, or permit to be installed, any other signage within or on the outer demising walls of the Premises, without the prior written consent of the Board.
- **Royal Agricultural Winter Fair:** In each year of the Term, during the period of the Royal Agricultural Winter Fair (the "RAWF"), the RAWF will be granted exclusive use of a portion of the main floor of the Building, which includes part of the Premises, as outlined in red on Schedule "C" (the "RAWF Areas"). During such period, Licensee shall have no rights to use the RAWF Areas. The Licensor and Board release the Licensee from any liability for the use of the RAWF Areas by RAWF.
- **Maintenance and Alteration and WNBA Toronto:** The Licensee shall maintain and repair the Premises in good condition in keeping with the standard of repair and maintenance of the premises in the Sublease. Prior to making any Improvements (as such term is defined in the Sublease) to the Premises, the Licensee shall obtain the Licensor's and Board's approval and all other necessary permits and approvals, and provide any security required by the Licensor and Board. Licensor and the Board acknowledge and agree that the Tempo shall, at its sole cost and expense, be permitted to make alterations, modifications and/or renovations to the WNBA Areas (as defined below) in accordance with design plans, specifications and construction schedule approved by the Licensor and/or the Board. The Licensee shall not be required to remove and improvements that have been approved by the Licensor.
- **Insurance:** Licensee shall at all times during the Term, at its own expense, take out and keep in full force and effect

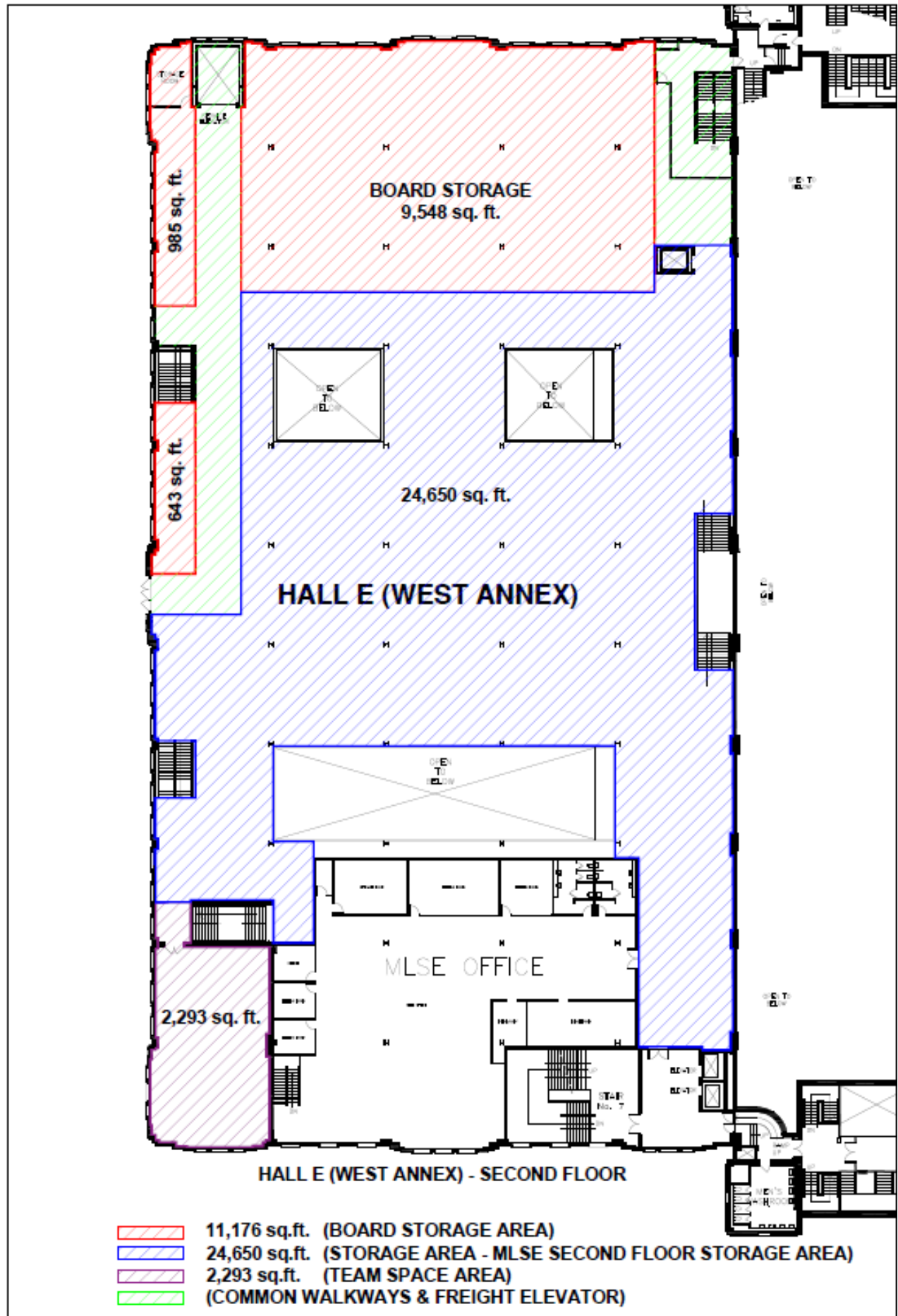
insurance upon the Premises, by adding the Premises to insurance coverage required to be carried by the Licensee pursuant to the Sublease.

- **Assignments or Transfer and Consent for WNBA Toronto:** Save and except as expressly provided herein, Licensee shall not assign, sublicense, share possession, transfer or encumber the Licence, the Premises or any part thereof without the consent of Licensor which consent may be unreasonably and arbitrarily withheld. The Licensor consents to the Licensee sublicensing to the Tempo those portions of the Premises identified in Schedule "B" (the "WNBA Areas") for the uses contemplated above, including a team dressing room area.
- **Indemnities:** The Licensee shall indemnify the Licensor and Board, and their officers, employees, and agents, and the Licensor and the Board, shall indemnify the Licensee, its employees, directors, officers and agents, on the terms set out in the Licence.

Appendix "B"
Sketch of Premises
Main Floor of West Annex



Second Floor of West Annex

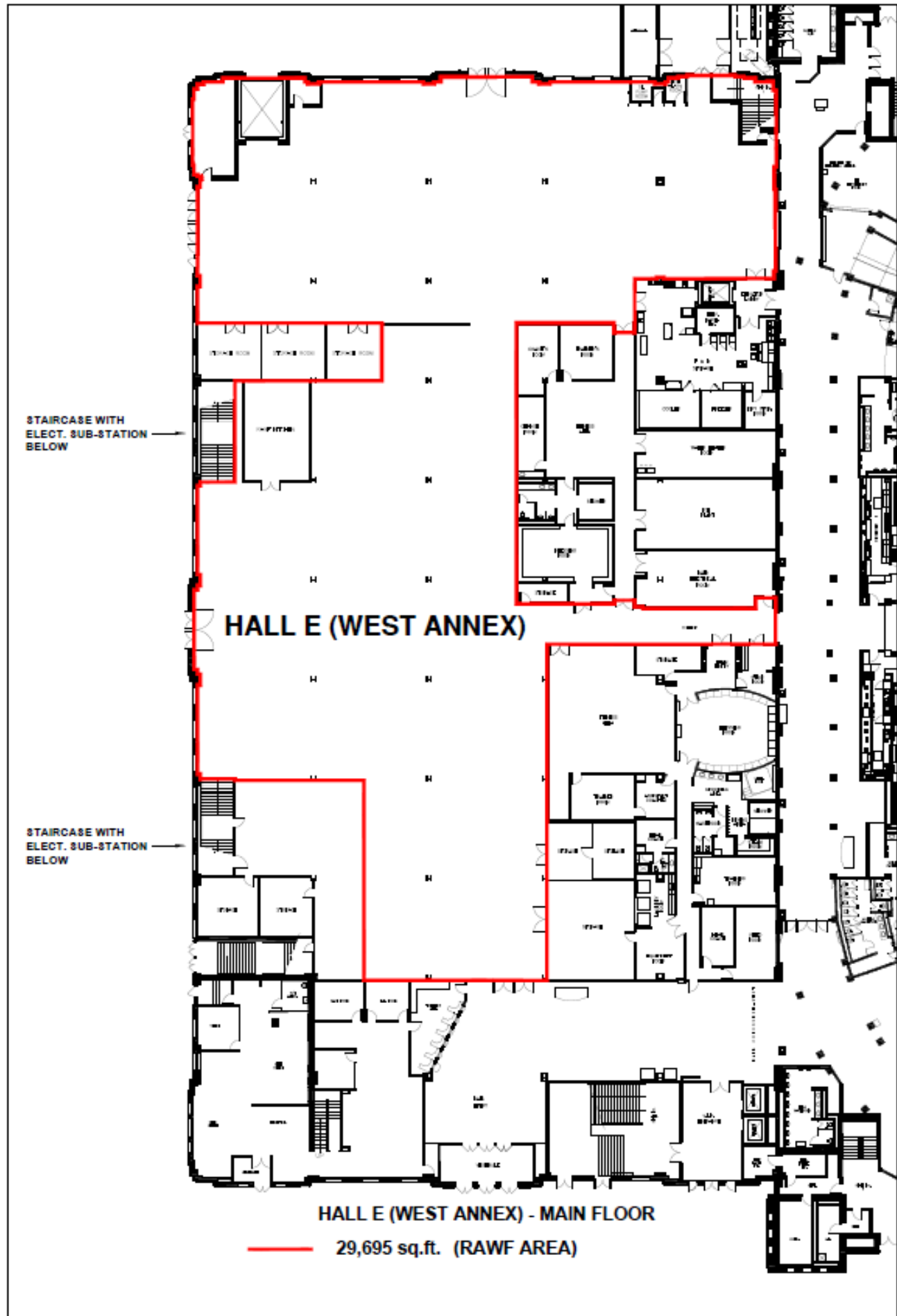


Schedule B
Directional Sign Location & Design

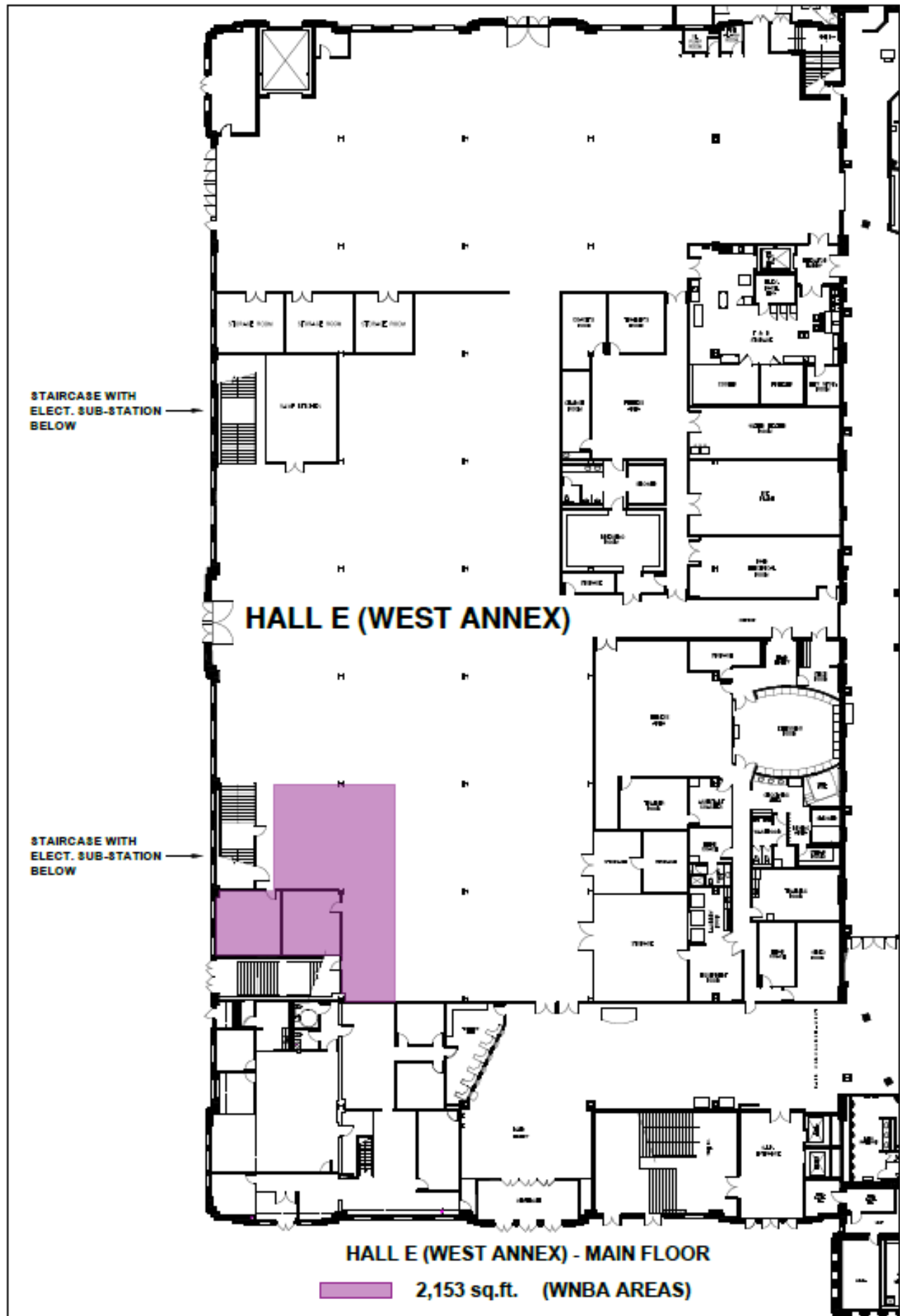


Sign Location

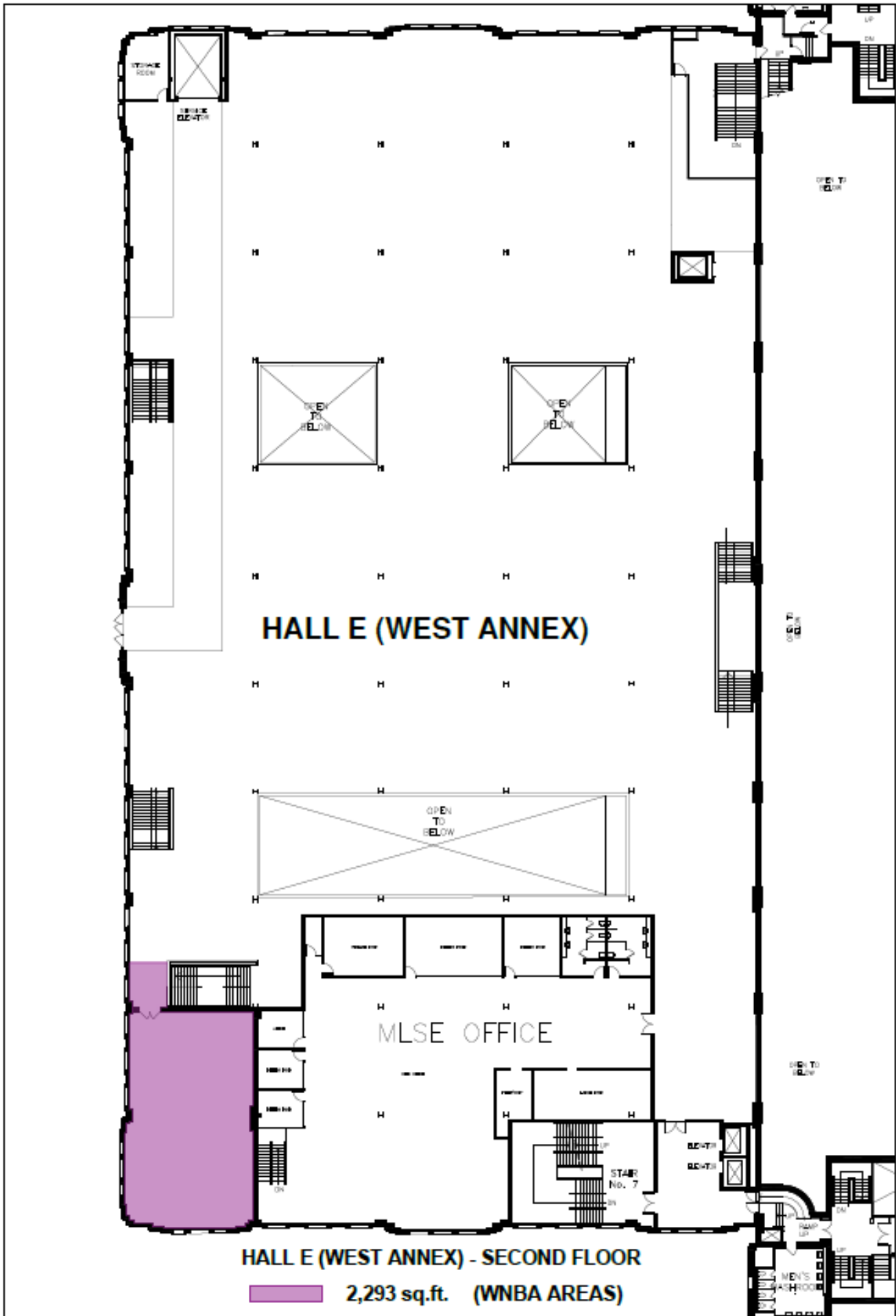




WNBA AREAS WITHIN THE PREMISES MAIN FLOOR OF BUILDING



SECOND FLOOR OF BUILDING



HALL E (WEST ANNEX) - SECOND FLOOR

2,293 sq.ft. (WNBA AREAS)