



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

With confidential attachment
TRACKING NO.: 2025-173

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:	June 24, 2025	Phone No.:	416-338-3586										
Purpose	To obtain authority to enter into an Extension Agreement with Toronto Equestrian (the "Tenant") with respect to a portion of the building referred to as the Horse Palace municipally known as 15 Nova Scotia Avenue, Toronto, Ontario, M6K 3C3, for the purpose of an equestrian riding school (the "Extension Agreement").												
Property	A portion of the property municipally known as 15 Nova Scotia Avenue, Toronto, Ontario, M6K 3C3, Toronto (the "Leased Property"), as shown on the plans attached as Appendix "B"												
Actions	1. Authority be granted to enter into the Extension Agreement with the Tenant, substantially on the major terms and conditions set out in Appendix "A" and 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>The Tenant was originally selected through an RFP process and has been operating a successful riding school at the Property pursuant to a lease with a term commencing January 1, 2021 and which expired on December 31, 2024 (the "Original Lease"). Their riding school is currently operating at full capacity serving roughly 300 riders and their families weekly. Their programs have been sold out as of December 2023 and they are running a 12–24 month waitlist for most of their programs.</p> <p>Exhibition Place to date has enjoyed a productive and amicable relationship with the Tenant and wishes to continue this mutually valuable relationship. Accordingly, CREM and Board staff have negotiated terms and conditions of the Extension Agreement, to extend and amend the Original Lease, as set out in Appendix "A" and Confidential Attachment 1.</p> <p>By adoption of Item 2024.EP11.9 at its meeting on September 13, 2024, The Board authorized the Extension 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..</p> <p>The proposed rent and other major terms and conditions of the Extension 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"> <tr> <td>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>695.47 m2 ± (7,486 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:	695.47 m2 ± (7,486 ft2 ±)	Other Information:	
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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/REOs:</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 \$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>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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 (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:	Councillor Ausma Malik	Councillor:	
Contact Name:	Nora Cole	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <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

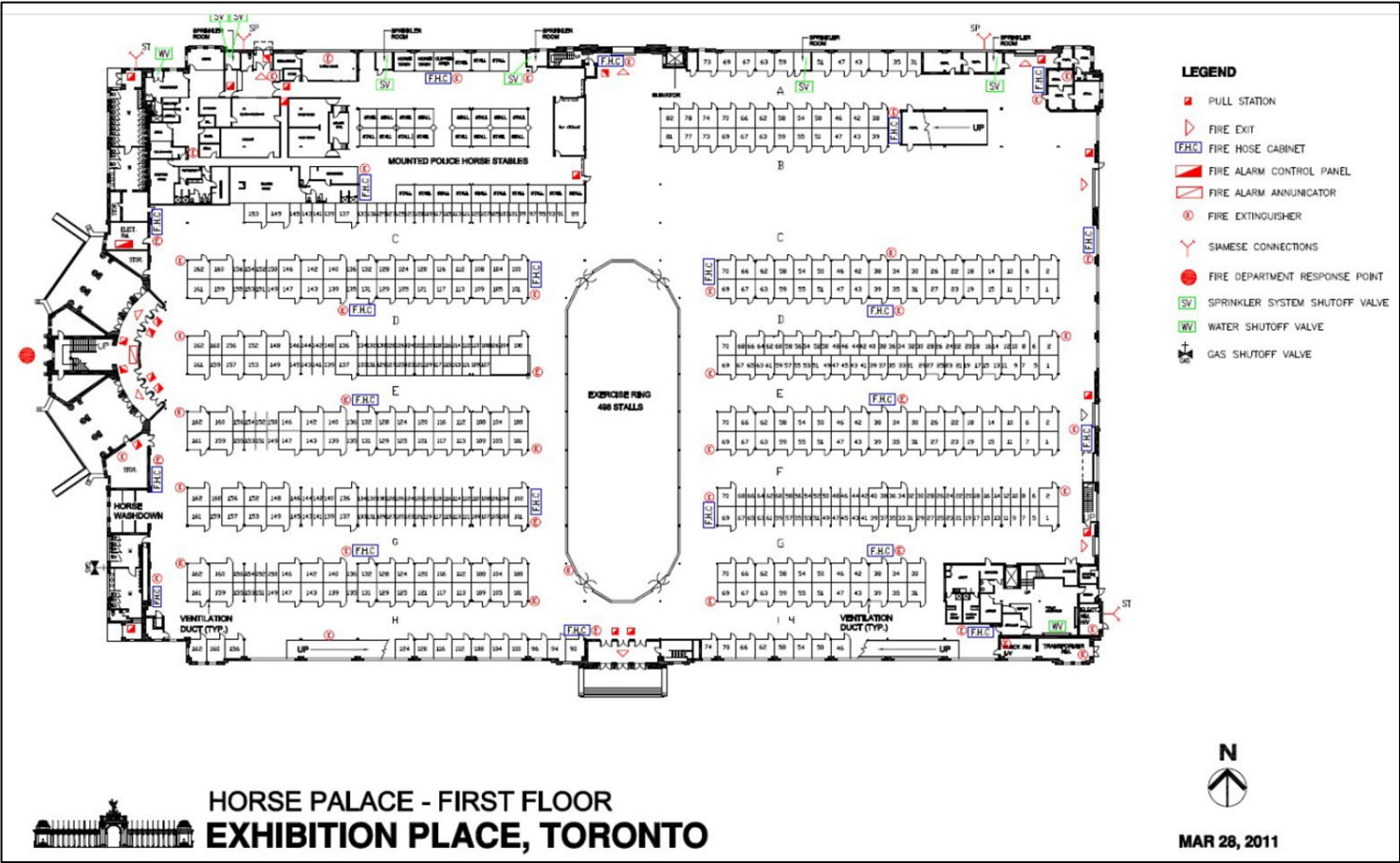
DAF Tracking No.: 2025-173	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Eric Allen	25-JUN-2025	Signed by Eric Allen
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	July 2, 2025	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

- **Landlord:** City of Toronto.
- **Tenant:** Toronto Equestrian
- **Board:** The Board of Governors of Exhibition Place
- **Area of Leased Property:** Approximately 7,486 square feet
- **Term:** 5 years commencing on January 1, 2025 and ending on December 31, 2029.
- **Option to extend:** 1 option of 5 years, upon Tenant providing written notice between twelve (12) and eighteen (18) months before the expiration of the Term. The option to extend is conditional on the Tenant not being in default at any point during the Term and will be on the same terms and conditions as the Term, except for Basic Rent which will be the then fair market value when the option is exercised.
- **Shared Facilities:** Tenant will work co-operatively with the Landlord, the CNEA and RAWF and with other users of the building, with respect to access to and the use of the common areas of the building, the shared exercise ring and areas required for access to the Leased Property (the "Shared Facilities"). The Tenant shall share costs of any maintenance/ repairs with The Toronto Police Services Mounted Unit (the "Mounted Unit") for the Shared Facilities, and is responsible for making a mutually satisfactory arrangement with the Mounted Unit for such costs.
- **Shared Use of the Exercise Ring:** As in the Original Lease, the Tenant and the Mounted Unit share the use of the exercise ring and the Tenant is responsible for making a mutually satisfactory schedule with the Mounted Unit for use of the exercise ring.
- **Basic Rent:** The Tenant will pay Basic Rent during the Term as outlined in Confidential Attachment 1, in ten equal monthly installments, except August and November, each year. If the Landlord agrees to allow the use of additional stalls, the Tenant will pay an additional amount of \$92.00 (plus HST) per stall per month (except for the months of August and November).
- **Additional Rent:** The Tenant shall pay Additional Rent in accordance with the Original Lease.
- **Payment of Rent:** As in the Original Lease, all payments of Basic Rent and Additional Rent shall, unless the Landlord advises otherwise, be paid to the Board.
- **Net Lease:** As in the Original Lease, the Extension Agreement is a carefree and absolutely net lease to the Landlord, except as expressly set out, and that the Landlord shall not be responsible 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..
- **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.
- **Prohibited Uses:** The Leased Property shall not be used for any of the following purposes:
 - a themed dinner theatre;
 - trade and consumer shows and any activities (including the provision of food and beverages) related to trade and consumer shows, save and except where such shows and activities are directly related to the Tenant's business and are limited to twenty-five (25) or fewer exhibitors;
 - conferences, weddings or social events or receptions;
 - professional sports events;
 - banquets;
 - a casino; and
 - a nightclub/concert venue.
- **Capital Investment:** Tenant will pay 1/3 of the capital costs incurred by the Board to renovate the wall and replace the sand in the shared exercise ring, up to the maximum amount set out in Confidential Attachment 1.
- **Original Lease:** Except as amended herein, the terms and conditions of the Original Lease shall continue in full force and effect.

Appendix "B"
Floor Plan



Site Plan for Aisle H

