

## Appendix 2 Major Terms and Conditions – Lease of City Land

<b>Property A</b>	
Address:	200 Madison Avenue
Location:	Northwest corner of Madison Avenue and MacPherson Avenue
Legal Description:	Parcel 259-1 for Section M-2, in the City of Toronto.
Property ID No.	21219-0009 (LT)
Ownership:	City of Toronto
Tax Ledger No.:	1904-05-4-130-02100
Assessment:	\$1,321,000
Appraised Value:	\$4,400,000
Encumbrances:	None
Ward:	22 (St Paul's)
Dimensions:	Rectangular shaped property with: <ul style="list-style-type: none"> <li>• 61m frontage on Madison Avenue</li> <li>• 39m frontage on MacPherson Avenue</li> </ul>
Area:	2,391m <sup>2</sup>
Tenant	St Clare's Multifaith Housing Society

<b>Property B</b>	
Address:	194 Dowling Avenue/1495 Queen Street West
Location:	Southwest corner of Dowling Avenue and Queen Street West
Legal Description:	Lots 4 and 5 and Part of Lot 6, Plan 1231.
Property ID No. :	21342-0265 (LT)
Ownership:	City of Toronto
Tax Ledger No.:	1904-02-1-220-03700
Assessment:	\$413,000
Appraised Value:	\$600,000
Encumbrances:	None
Ward:	14 (Parkdale-High Park)
Dimensions:	Rectangular shaped property with: <ul style="list-style-type: none"> <li>• 29m frontage on Queen Street West</li> <li>• 16m frontage on Dowling Avenue</li> </ul>
Area:	486m <sup>2</sup>
Tenant	Parkdale Activity - Recreation Centre (Toronto)

## **Terms and conditions for Properties A and B.**

- (1) **Term:**  
A term of fifty years less a day from August 31, 2007, or such other date that is mutually agreed to by the parties.
- (2) **Use:**  
The Tenant shall only use the Property as affordable rental housing accommodation and ancillary facilities in accordance with the requirements of the Landlord under the City's Contribution Agreement and the lease.
- (3) **Rent:**  
The basic rent shall be the current market rent for the highest and best use of the Property, as if vacant, as of the time when the Landlord invokes its right to receive payment and to be agreed to by the Landlord and the Tenant. If the Landlord and the Tenant cannot reach agreement, then the rent shall be determined by arbitration.  
  
Provided the Tenant is not in default of the Lease Agreement and/or the Contribution Agreement, the Landlord shall waive the basic market rent, such below market rent constituting a grant within the meaning of the Municipal Act, but which grant, being in the best interests of the Municipality.
- (4) **Additional Rent:**  
The tenant accepts the property "as is" and will be responsible for all costs associated with the construction, maintenance and repair of all structures. The Tenant acknowledges and agrees that it is intended that this Lease is a completely carefree net lease to the Landlord, and the Tenant shall pay all charges, impositions, costs and expenses of every nature and kind whatsoever relating to the Property including, without limitation, the costs of utilities, insurance and all taxes. The Tenant shall at its sole cost be responsible for all capital construction and operating expenses including any subsequent repairs, replacements and maintenance of any component in relation to new construction buildings throughout the entire Term.
- (5) **Insurance:**  
The Tenant shall obtain adequate insurance of all types in an amount and form satisfactory to the City Solicitor and/or Chief Financial Officer, with the City of Toronto shown as an additional insured and loss payee.
- (6) **Default:**  
If the Tenant is in default of the Lease Agreement and/or the Contribution Agreement and fails to rectify any default within the specified time, the Landlord shall have access to the remedies as set out in the lease including and not limited to, re-entry, reletting and/or termination and enforcing of market rent. It would constitute an event of default of both the Lease Agreement and the Contribution Agreement if construction of the Project was not completed within pre-determined time frames.
- (7) **Assignment:**  
The Tenant shall not assign all or part of the Demised Premises without obtaining prior written consent of the Landlord, which consent shall not be unreasonably or arbitrarily withheld or delayed.