

Appendix “A”
Land Exchange Agreement Between City of Toronto and
York Bremner Developments Limited (the “Developer”)

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| Lands to be conveyed to City: | A below-grade portion of Bremner Boulevard, shown as Part 2 on Sketch PS-2006-112 (the “Private Lands”). |
| Lands to be conveyed to Developer: | A below-grade portion of Bremner Boulevard, shown as Part 1 on Sketch No. PS-2006-112 subject to the reservation by the City of a permanent easement of continuing support of the public highway Bremner Boulevard (the “Highway”) |
| Closing Date: | 45 days following enactment of the closing by-law by City Council or at such earlier or late date as mutually agreed to by both parties. In the event that City Council has not enacted the Closing By-law on or before July 31, 2010, the Land Exchange Agreement will be at an end and the City will not be liable for any costs or damages. |
| Other Terms and Conditions: | <ol style="list-style-type: none">1. The Developer will, from and after the passing of the closing by-law, fully indemnify the City from and against all claims which may be brought against or made upon the City and/or which the City may sustain, suffer, be at or be put unto, resulting from or arising out of or in any way incidental to the enactment of the closing by-law and the permanent closure of the Highway.2. The Developer shall pay the applicable Land Transfer Tax for both parcels of land.3. The Developer shall pay for the registration of the closing by-law and any other documents necessary or incidental to the closing of the Highway and the exchange of the Highway for the Private Lands.4. The Developer shall provide a Strata Reference Plan of Survey, integrated with the Ontario Co-ordinate System, delineating thereon, as separate PARTS, the Highway and the Private Lands.5. The developer shall accept title to the Highway on an “as is” basis and, on closing, execute and |

deliver a release in favour of the City, in a form satisfactory to the City Solicitor, in respect of all loss, cost, damage, liability or actions relating to the environmental condition of the closed Highway.

6. On closing the Developer will, at its sole cost and expense, provide a solicitor's title opinion, in form and content satisfactory to the City Solicitor, confirming that the City is acquiring good and marketable title to the Private Lands in fee simple, free from all encumbrances, save and except any encumbrances which are satisfactory to the General Manager of Transportation Services and the City Solicitor, in their sole and absolute discretion.

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