

Appendix 1

TERMS AND CONDITIONS FOR ALL TRANSFER AGREEMENTS

1. Closing on such date as the parties may agree.
2. Properties to be transferred “as is,” for nominal consideration, with Build Toronto to assume and be responsible for any and all liabilities arising from or connected with the state, quality, matter or condition of the properties, whether or not known, including, but not limited to, any expense or costs incurred in connection with or relating to the environmental condition of the properties.
3. Build Toronto will be responsible for all costs associated with development.
4. Build Toronto will pay any applicable Land Transfer Tax, HST, registration charges that would normally be for the account of the purchaser in a transaction of purchase and sale, and other taxes and costs.
5. Build Toronto will provide such usual closing documents as the City may require.
6. The City makes no representations about permitted use, zoning, Official Plan designation or any similar matter.
7. Build Toronto will obtain from any purchaser or tenant of the properties an agreement releasing Build Toronto and the City from liability for environmental contamination, and an indemnity in favour of Build Toronto and the City in respect of claims arising on the basis of environmental contamination.
8. Nothing in the transfer agreement will interfere with the exercise by the City of all of its rights as a municipality, or prejudice the City in carrying out its statutory rights and responsibilities, including planning rights and responsibilities.
9. No dealings between the City and Build Toronto as parties to the transfer agreement will relieve Build Toronto from the responsibility of discharging its obligations imposed by any shareholder direction, statute, regulation, by-law or in any other lawful manner.
10. Build Toronto will consult with the local councillor in planning the development of the properties.
11. Such other and amended terms and conditions as may be approved by the Chief Corporate Officer in a form satisfactory to the City Solicitor.

Appendix 2

4620 Finch Avenue East - Ward 41

BACKGROUND

The property was acquired in 1961 by Metropolitan Toronto and developed as C.O. Bick College, a 92,860 ft² training facility for Toronto Police Service (TPS). TPS relocated the training facility to a new and larger building at 70 Birmingham Street in the fall of 2009. TPS advise the building will be vacated by May 1, 2011.

DETAILS OF PROPERTY

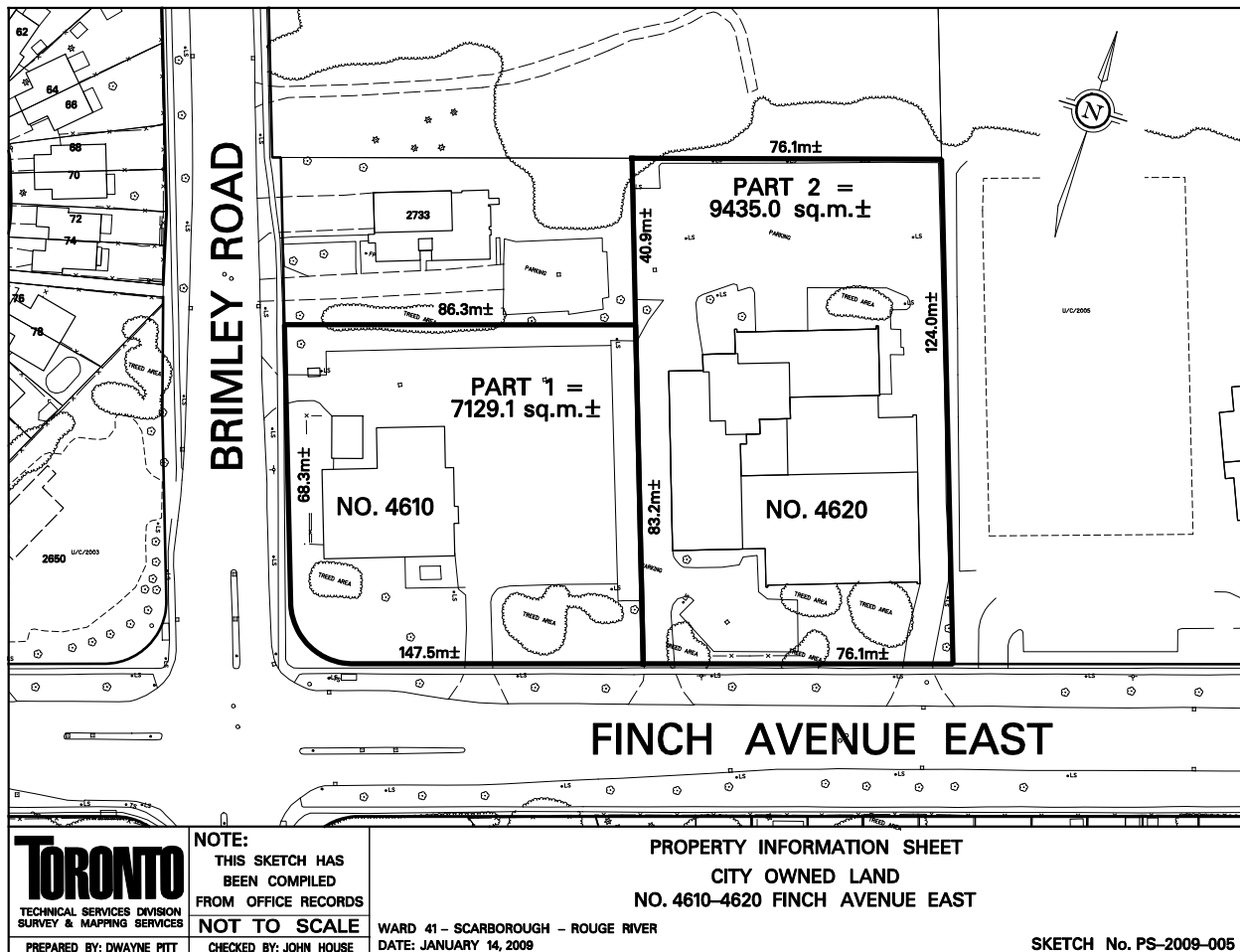
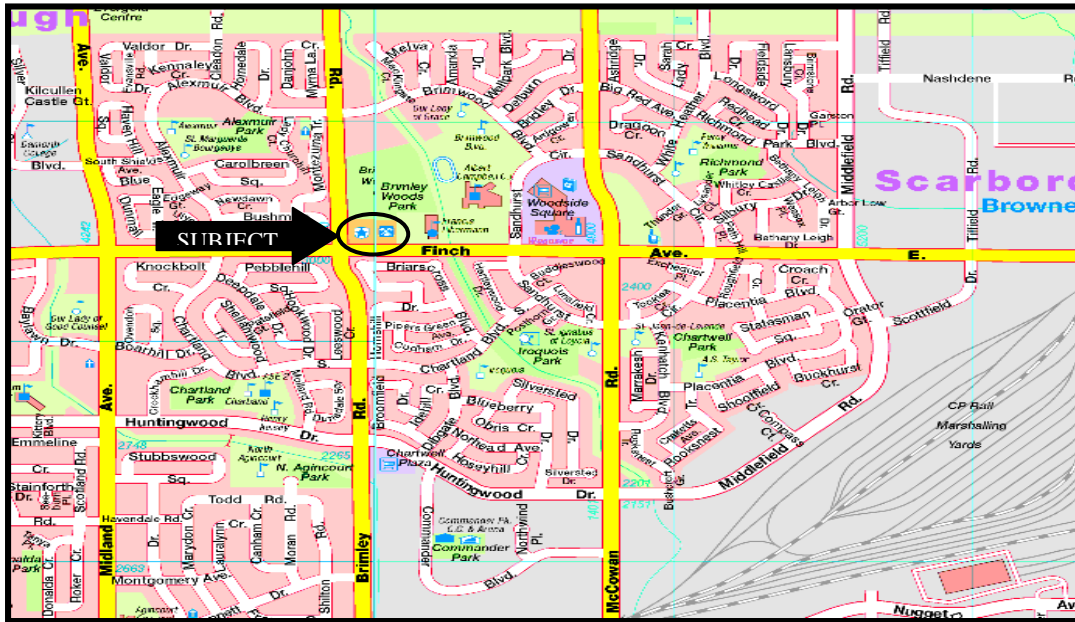
Legal Description Part Lot 24, Concession 4, Scarborough, described as Part 4, Plan 64R-2011, and shown as Part 2 on Sketch No. PS-2009-005.

Approximate Site Area 9,435 m² (2.3 acres)

TERMS AND CONDITIONS OF TRANSFER

1. Build Toronto will acknowledge that a row of parking currently serving the building encroaches onto the adjoining parcel, shown as Part 1 on the Sketch and as Part 1 on Plan 64R-2011.
2. Build Toronto will acknowledge that portions of the building are contaminated with lead due to the prior operation of a firing range.
3. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property including, but not limited to:
 - a. SC527012 - Site Plan Agreement between Metropolitan Toronto and the Borough of Scarborough.

4620 Finch Avenue East



Appendix 3

4334 and 4340 Lawrence Avenue East & Lands South of Green Ash Terrace – Ward 44

BACKGROUND

Metropolitan Toronto acquired 4334 Lawrence Avenue East, 4340 Lawrence Avenue East and adjoining lands south of Green Ash Terrace, shown as Parts 1-8 on Sketch. PS-2007-276 (the Sketch), for the purpose of constructing the Scarborough Transportation Corridor (STC) project. Plans for the STC project were abandoned in the 1970's. The owner of 4338 Lawrence Avenue East (Parts 9 and 10 on the Sketch), Inaugural Source Inc., has proposed that development should occur on its lands in conjunction with the surrounding property. Parts 2 and 5 on the Sketch are being retained for the planned extension of Asterfield Drive to Lawrence Avenue East, as provided for in the Official Plan and Part 7 on the Sketch is being retained for the widening of Lawrence Avenue East.

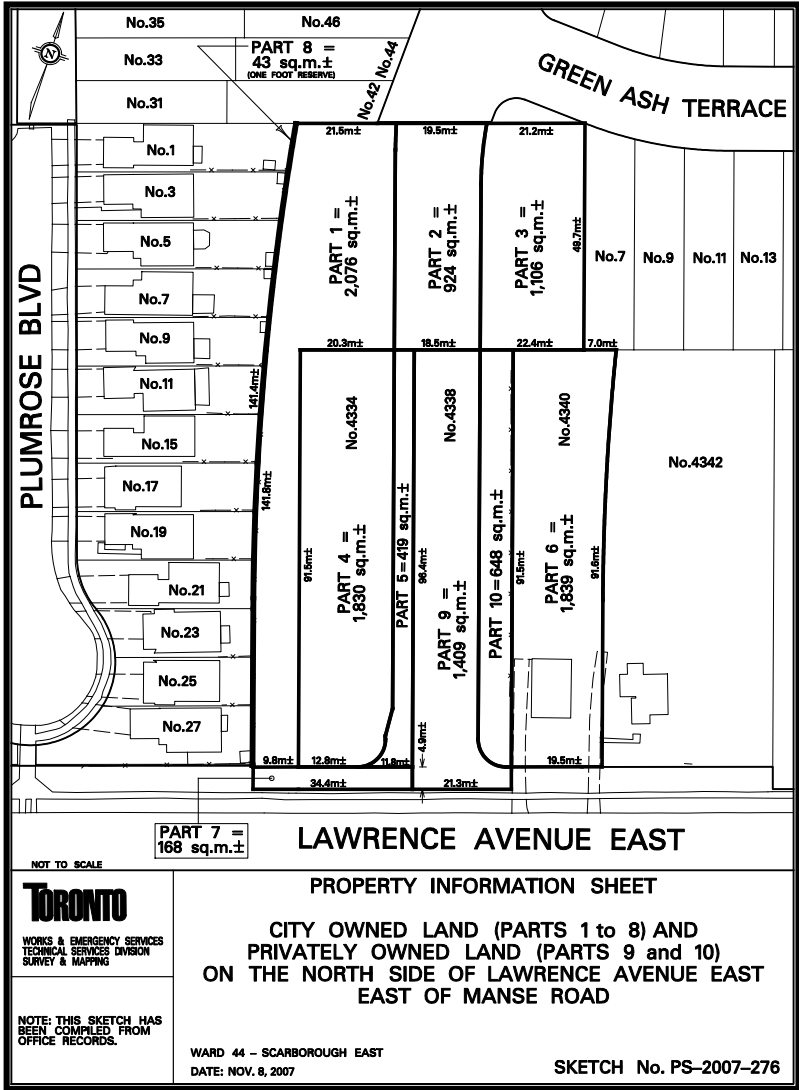
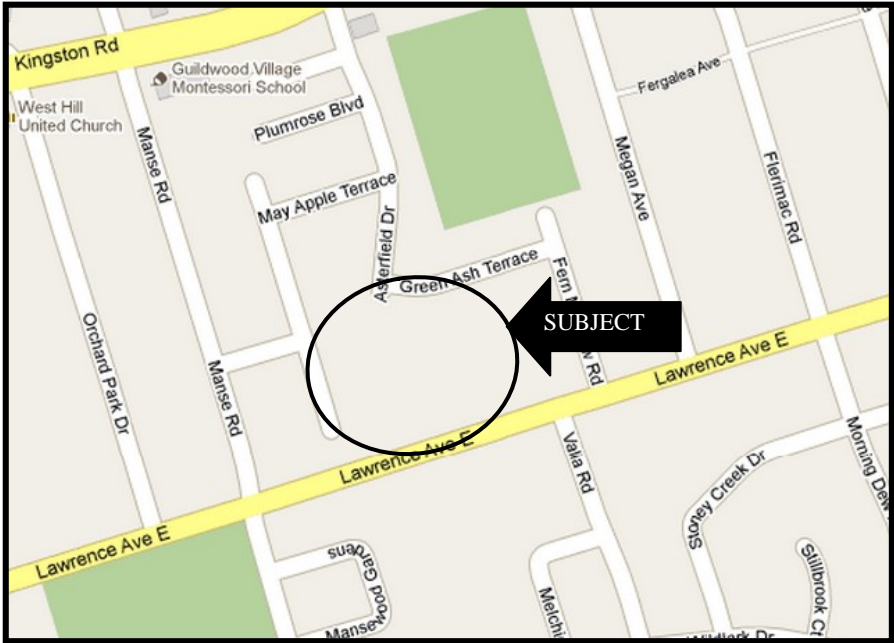
DETAILS OF THE PROPERTY

Location	4334 Lawrence Ave E	4340 Lawrence Ave E	Lands south of Green Ash Terrace
Legal Description	Part of Lot 6, Plan 1502; Part 4 on the Sketch	Part of Lots 6 & 7, Plan 1502; Part 6 on the Sketch	Part of Lots 5 & 6 on Plan 1502 & Block 18 on 66M-2236, shown as Parts 1, 3 & 8 on the Sketch
Approx. Area	1,830 m ² (19,699 ft ²)	1,839 m ² (19,795 ft ²)	Part 1: 2,076 m ² (22,347 ft ²) Part 3: 1,106 m ² (11,905 ft ²) Part 8: 43 m ² (463 ft ²)

TERMS AND CONDITIONS OF TRANSFER

1. Build Toronto will be required to work with the local Councillor and the General Manager, Parks, Forestry & Recreation to preserve as many trees as possible in the future development of the lands.
2. Build Toronto acknowledges that:
 - a. in order to maximize the return to the City, it will consider whether it is appropriate to advance the development of this property by means of a joint venture or some other arrangement;
 - b. Asterfield Drive is planned to be extended from Green Ash Terrace to Lawrence Avenue East in order to implement the Official Plan.
3. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property including, but not limited to, the following:
 - a. a temporary easement is required for the construction of a watermain in Parts 1, 4, and 5 on the Sketch;
 - b. a permanent easement is required for a valve chamber in Parts 1, 4, & 5 on the Sketch for this watermain should it not become part of the future road allowance for the Asterfield Drive extension;
 - c. SC115973 - By-law 5485.

4334 and 4340 Lawrence Avenue East & Lands South of Green Ash Terrace



Appendix 4

Northwest Corner of Eglinton Avenue West & Widdicombe Hill Boulevard – Ward 4

BACKGROUND

The property was acquired by Metropolitan Toronto in 1971 for the purpose of constructing the Richview Expressway, but the project was abandoned. Eglinton Avenue West has a planned width in this section of 45 m.

DETAILS OF PROPERTY

Legal Description	A portion of Block D, Plan 8834, described as Parts 2 – 4 on Plan 64R-1532 and a portion of a one foot reserve, Block Y on Plan 8834, shown as Part 1 on Sketch No. PS-2011-038 (“the Sketch”), subject to the reservation of an easement approximately 12 m in width along the north limit of the parcel and approximately 15 m in width parallel to the west limit of the parcel, designated as Part 3 on Plan 64R-1532, for municipal services.
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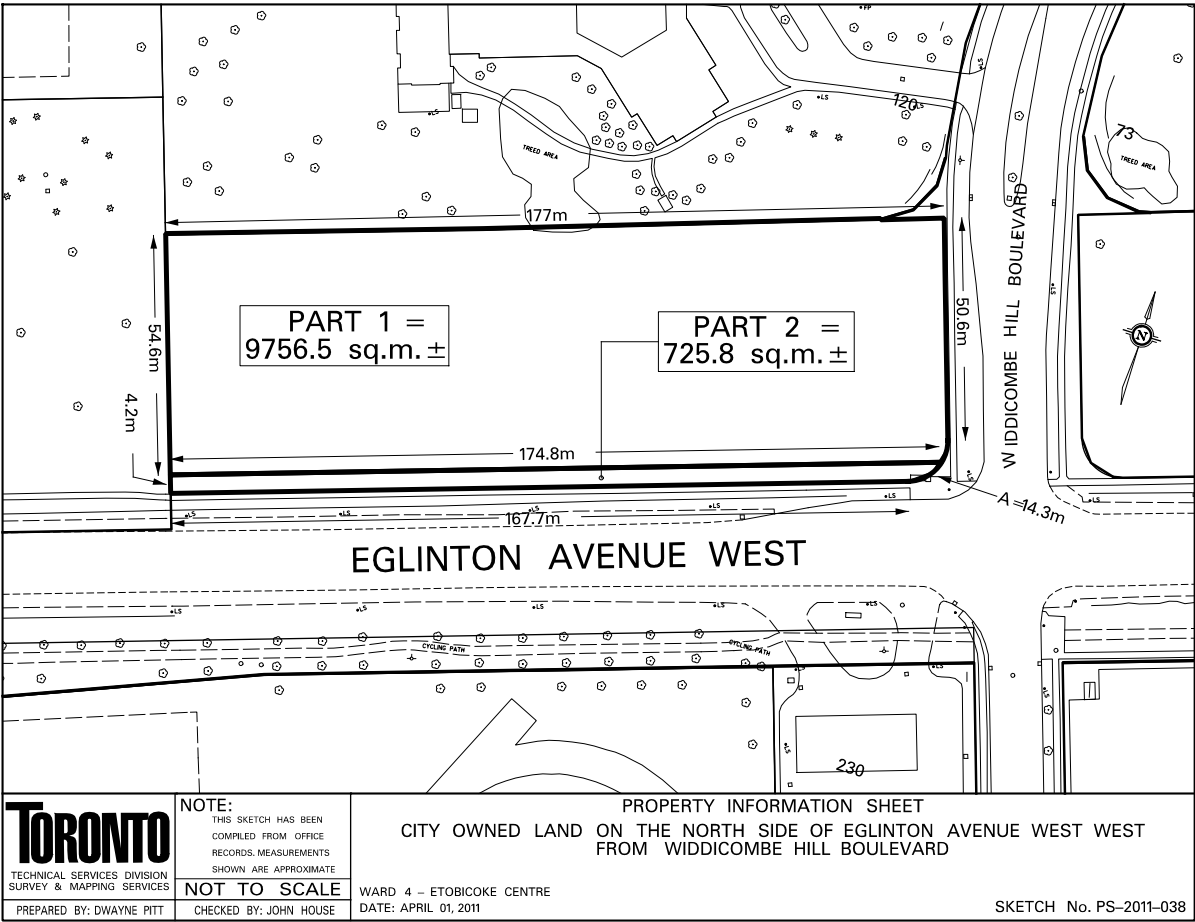
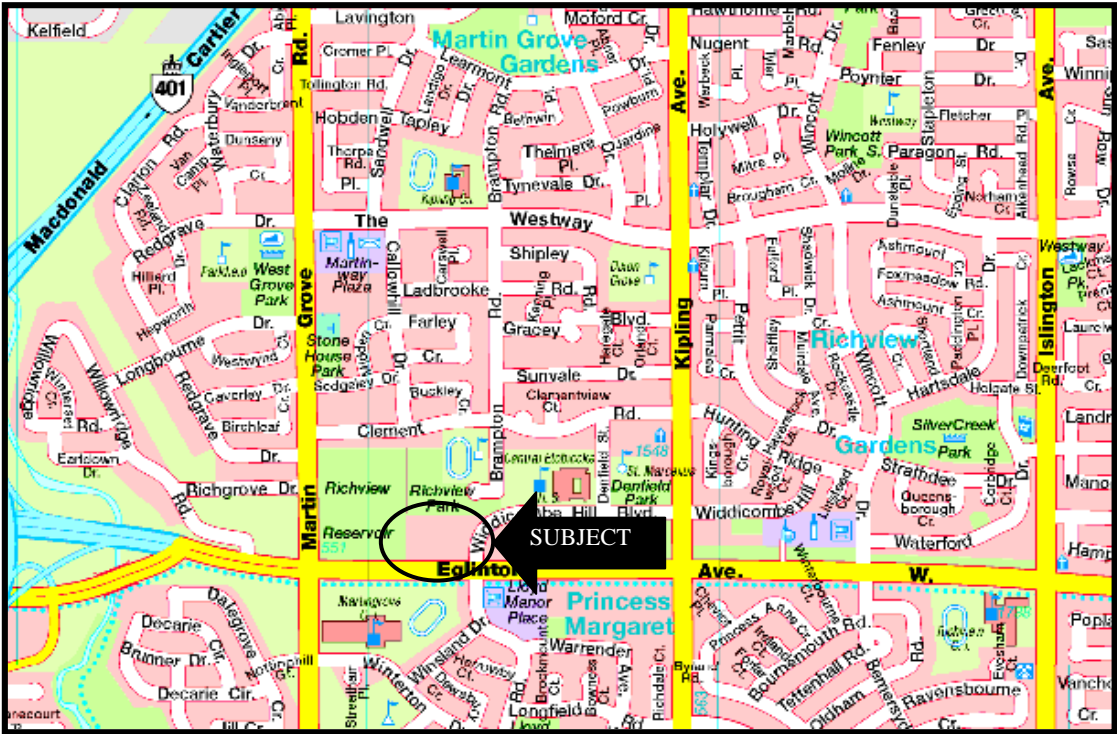
Approximate Site Area	9,956.5 m ² (2.5 ac)
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TERMS AND CONDITIONS OF TRANSFER

1. As required by the Real Estate Audit Committee (REAC), Build Toronto will address, to the satisfaction of the City Manager, ABCD and local Councillor issues and requirements raised in the March 2011 Technical Working Committee review relevant to this property.
2. Build Toronto will address the affordable housing interest in this property subject to the terms of a Memorandum of Understanding entered into by Build Toronto and the Deputy City Manager responsible for the Affordable Housing Office dated May 20, 2010, as it may be amended from time to time.
3. Build Toronto will acknowledge that:
 - a. an additional right-of-way width for Eglinton Avenue West is currently identified in the Official Plan and a 4.2 m strip of land adjacent to the south limit of the property is being retained for a future widening;
 - b. a future transit line is planned for the Eglinton Avenue West corridor and Build Toronto will make provision to accommodate future TTC infrastructure related to this transit service, such as an entrance facility, stairs, electrical substations, fire vent structures, etc.
4. Build Toronto will be authorized to seek an amendment of the Official Plan to reduce the Eglinton Avenue West right-of-way in this area, subject to the approval of the CCO.
5. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property including, but not limited to, the following:

- a. a 1050 mm storm sewer along the north limit of the property and extending south to Eglinton Avenue West approximately within Part 3 of Plan 64R-1532;
- b. a 375 mm sanitary sewer along the north limit of the property and extending south to Eglinton Avenue West approximately within Part 3 of 64R-1532;
- c. EB216574 – Notice – Pearson Airport Zoning Regulations;
- d. EB255931 – Notice – Pearson Airport Zoning Regulations;
- e. EB412063 – Notice – Pearson Airport Zoning Regulations;
- f. E317117 – Notice – Pearson Airport Zoning Regulations.

Northwest Corner of Eglinton Avenue West & Widdicombe Hill Boulevard



Appendix 5

North of Eglinton Avenue West, East of Widdicombe Hill Boulevard – Ward 4

BACKGROUND

The property was acquired by Metropolitan Toronto in 1971 for the purpose of constructing the Richview Expressway, but the project was abandoned. Eglinton Avenue West has a planned width in this section of 45 m.

DETAILS OF PROPERTY

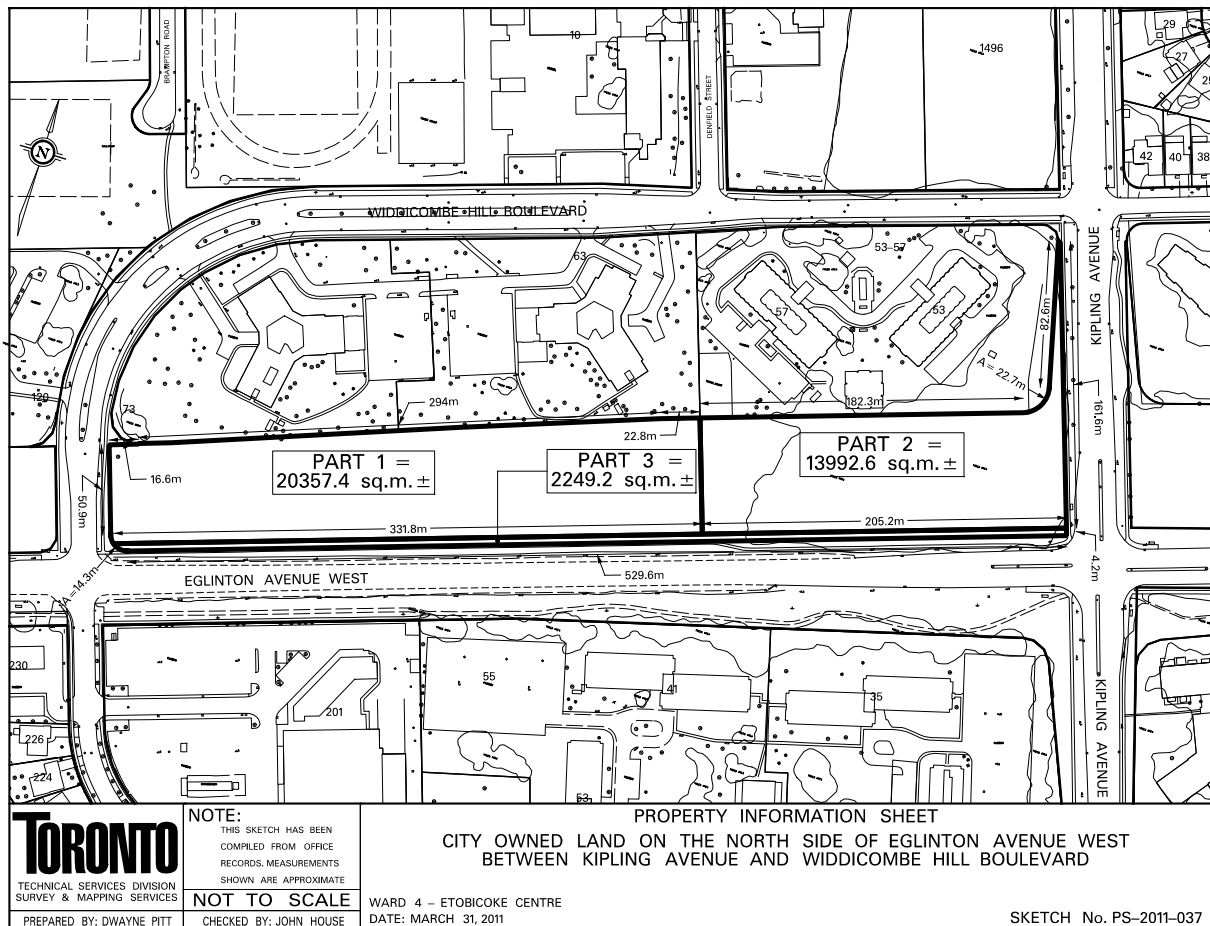
Legal Description	A portion of Block C, on Plan 8834 and a portion of a one foot reserve, Block Z on Plan 8834, shown as Part 1 on Sketch No. PS-2011-037 (“the Sketch”)
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Approximate Site Area	20,357.4 m ² (5 acres)
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TERMS AND CONDITIONS OF TRANSFER

1. As required by REAC, Build Toronto will address, to the satisfaction of the City Manager, ABCD and local Councillor issues and requirements raised in the March 2011 Technical Working Committee review relevant to this property.
2. Build Toronto will address the affordable housing interest in this property subject to the terms of a Memorandum of Understanding entered into by Build Toronto and the Deputy City Manager responsible for the Affordable Housing Office dated May 20, 2010, as it may be amended from time to time.
3. Build Toronto will acknowledge that:
 - a. an additional right-of-way width for Eglinton Avenue West is currently identified in the Official Plan and a 4.2 m strip of land adjacent to the south limit of the property is being retained for a future widening;
 - b. a future transit line is planned for the Eglinton Avenue West corridor and Build Toronto will make provision to accommodate future TTC infrastructure related to this transit service, such as an entrance facility, stairs, electrical substations, fire vent structures, etc.
4. Build Toronto will be authorized to seek an amendment of the Official Plan to reduce the Eglinton Avenue West right-of-way in this area, subject to the approval of the CCO.
5. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property including, but not limited to, the following:
 - a. EB216574 – Notice – Pearson Airport Zoning Regulations;
 - b. EB255931 – Notice – Pearson Airport Zoning Regulations;
 - c. EB412063 – Notice – Pearson Airport Zoning Regulations;
 - d. E317117 – Notice – Pearson Airport Zoning Regulations.

A detailed street map of a residential area in London. The map shows a grid of streets with various names such as Macdonald, Carter, Martin Grove, and Eglinton. A black arrow points to a specific location labeled 'SUBJECT' near 'Richview Gardens' and 'Eglinton'. The map also shows several parks and green spaces, including 'Richview Gardens' and 'Eglinton'. The map is color-coded with different shades of green, yellow, and red to distinguish between different types of areas.



Appendix 6

North of Eglinton Avenue West, Kipling Avenue to Wincott Drive – Ward 4

BACKGROUND

The property was acquired by Metropolitan Toronto in 1971 for the purpose of constructing the Richview Expressway, but the project was abandoned. Eglinton Avenue West has a planned width in this section of 45 m.

DETAILS OF PROPERTY

Legal Description	A portion of Block O, Plan 6864, described as Parts 2 and 3 on Plan 64R-1521, and a one foot reserve, Block Q on Plan 6864 shown as Parts 1-3 on Sketch No. PS-2011-036 (“the Sketch”)
Approximate Site Area	9978.2 m ² ± (8.5 ac)

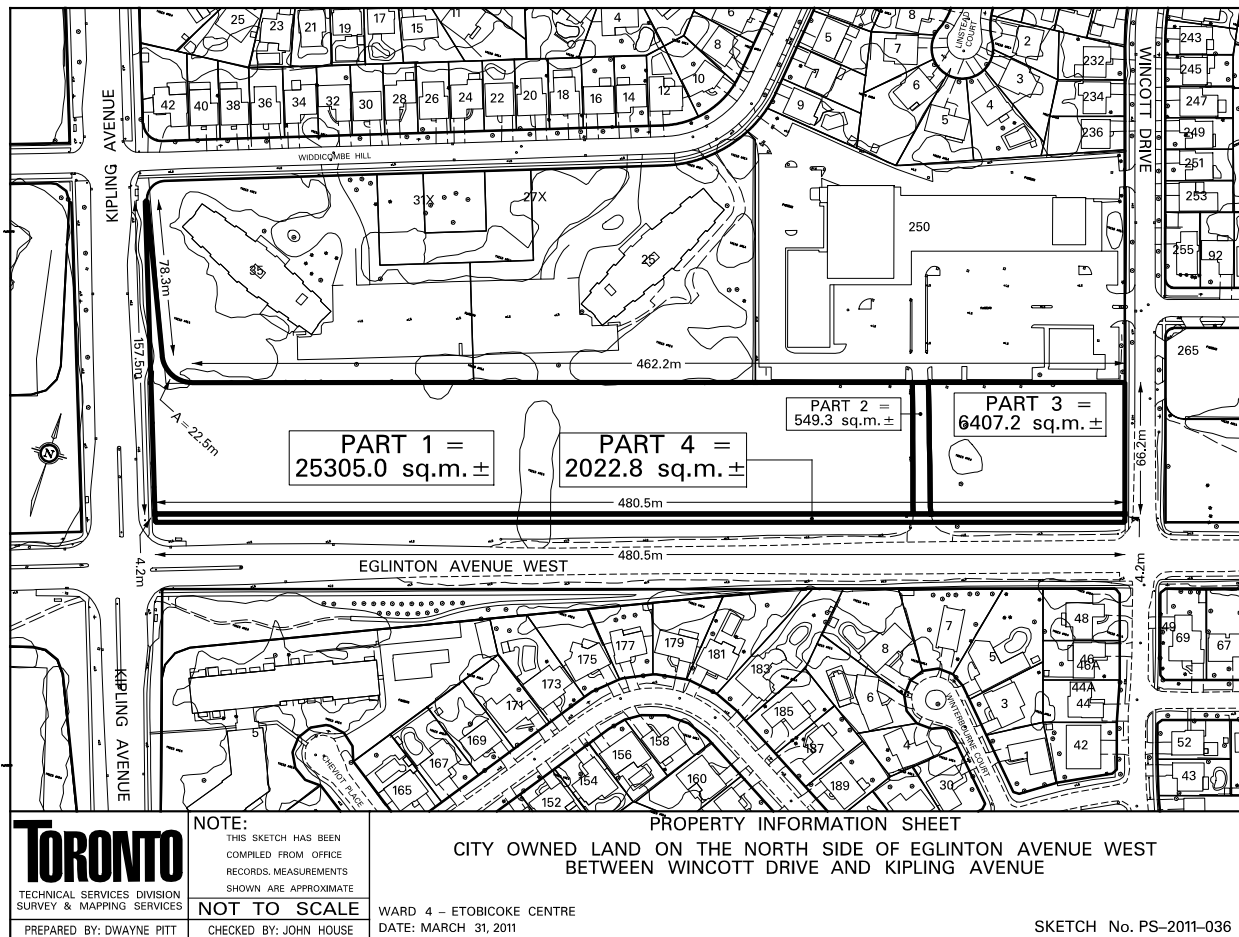
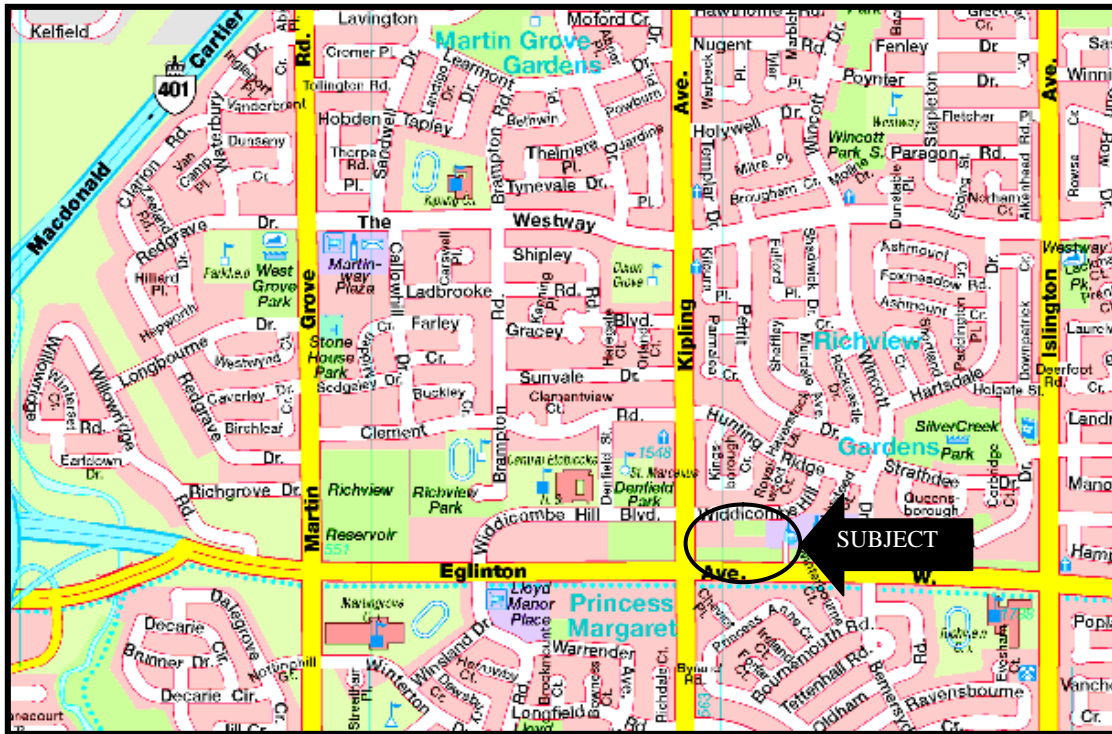
TERMS AND CONDITIONS OF TRANSFER

1. As required by REAC, Build Toronto will address, to the satisfaction of the City Manager, ABCD and local Councillor issues and requirements raised in the March 2011 Technical Working Committee review relevant to this property.
2. Build Toronto will address the affordable housing interest in this property subject to the terms of a Memorandum of Understanding entered into by Build Toronto and the Deputy City Manager responsible for the Affordable Housing Office dated May 20, 2010, as it may be amended from time to time.
3. Build Toronto will acknowledge that:
 - a. an additional right-of-way width for Eglinton Avenue West is currently identified in the Official Plan and a 4.2 m strip of land adjacent to the south limit of the property is being retained for a future widening;
 - b. a future transit line is planned for the Eglinton Avenue West corridor and Build Toronto will make provision to accommodate future TTC infrastructure related to this transit service, such as an entrance facility, stairs, electrical substations, fire vent structures, etc.
4. Build Toronto will be authorized to seek an amendment of the Official Plan to reduce the Eglinton Avenue West right-of-way in this area, subject to the approval of the CCO.
5. Build Toronto acknowledges that the owner and occupants from time to time of the property municipally known as 250 Wincott Drive have made use of an undocumented access way over the portion of the property shown as Part 2 on the Sketch for an indeterminate period of time (the "Access"). Build Toronto further acknowledges that it will be required in its use and development of the property to deal with the Access and issues associated with the use of the Access. Build Toronto agrees to obtain the same

acknowledgment from every transferee and tenant of the property and from every person or entity with whom or with which, as the case may be, Build Toronto enters into a joint venture, partnership or other arrangement in respect of the property.

6. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property including, but not limited to, E31717 – Notice – Pearson Airport Zoning Regulations.

North of Eglinton Avenue West, Kipling Avenue to Wincott Drive



Appendix 7

28 Bathurst Street – Ward 19

BACKGROUND

The property is the residual portion of a former secondary lead smelter site acquired by the City under a Section 31 Agreement after the City initiated expropriation proceedings in 1988 due to pollution issues and the proposed the Front Street Extension. The northern portion of the original site was remediated to residential standards. A public lane was established to service the rear of the adjoining Niagara Street properties and parcels were sold to these adjoining owners for parking purposes. A daycare centre and a transitional residence, municipally known as Nos. 34 and 38 Bathurst Street, respectively were established south of the public lane. The westerly portion of the property, designated as Parts 2 & 4 on Plan 64R-16673, has also been remediated. The property is currently licensed to Toronto Abattoirs Limited until December 30, 2012 for parking purposes and this license will be assigned to Build Toronto.

DETAILS OF PROPERTIES

Legal Description: Blocks B, D and Part of Block A on Plan 655, designated as Parts 2, 3, and 4 on Plan 64R-16673, shown as Part 1 on Sketch No. PS-2011-035 (“the Sketch”), subject to the retention of a 4 m wide right of way for pedestrian and bicycle access along the southerly limit of the property.

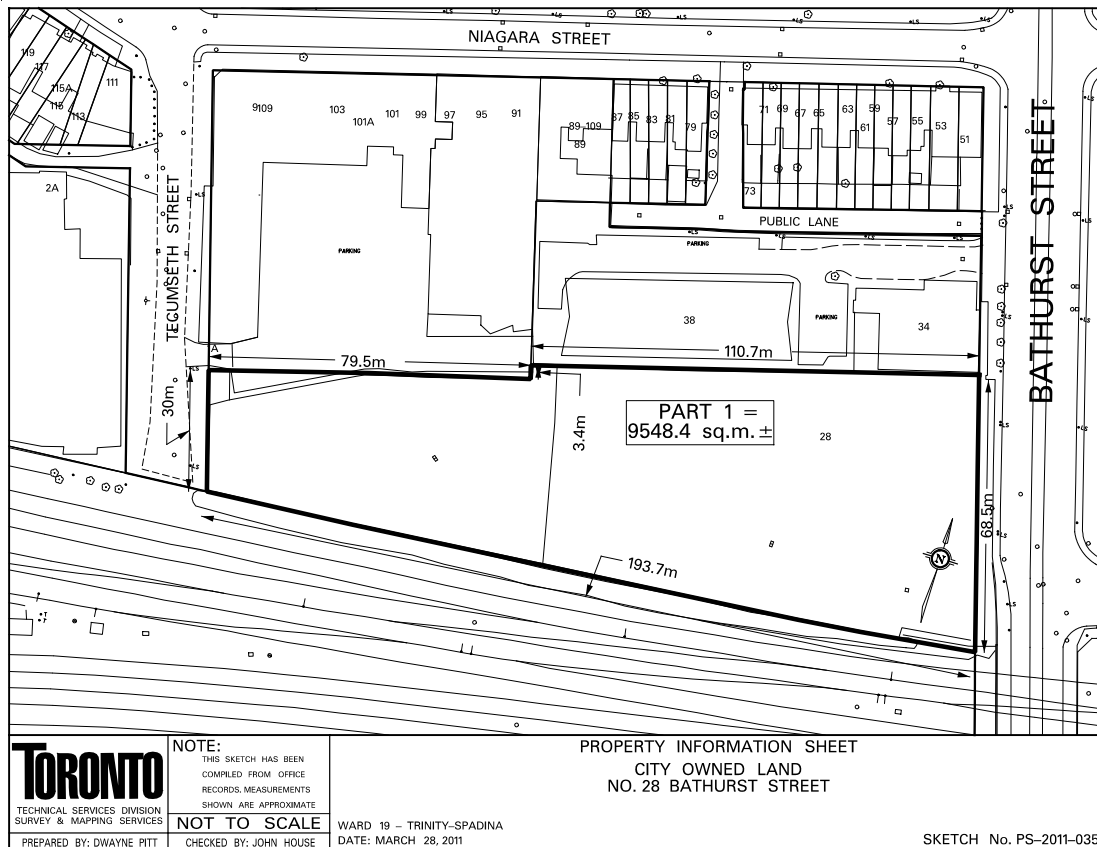
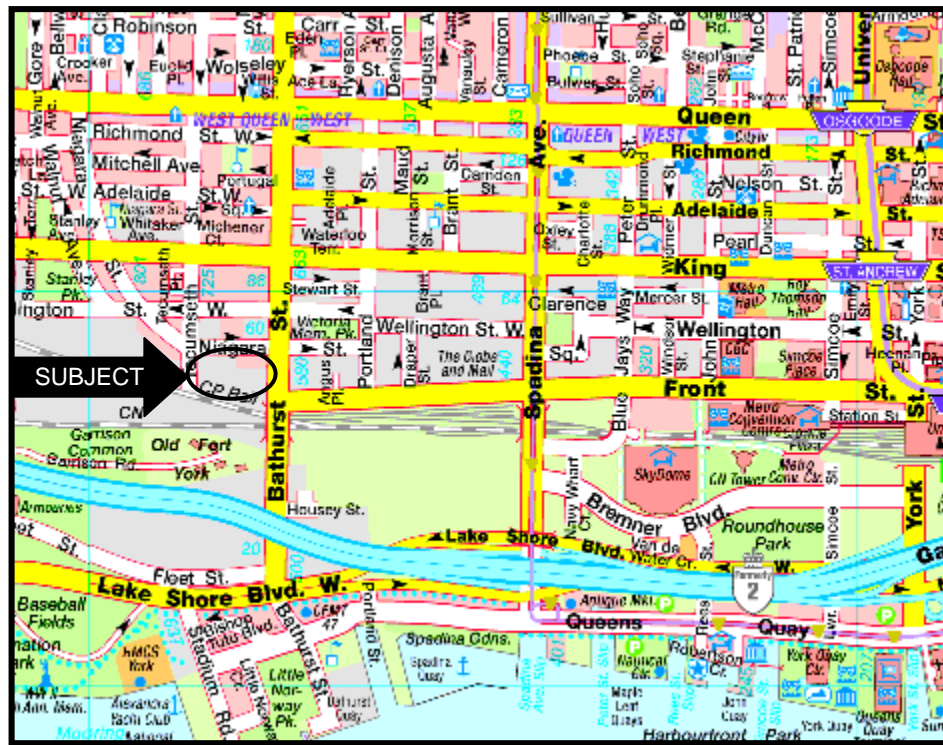
Approximate Site Area: 9,548 m² (2.4 ac)

TERMS AND CONDITIONS OF TRANSFER

1. As required by REAC, Build Toronto will address, to the satisfaction of the City Manager, ABCD and local Councillor issues and requirements raised in the March 2011 Technical Working Committee review relevant to this property.
2. Build Toronto will address the affordable housing interest in this property subject to the terms of a Memorandum of Understanding entered into by Build Toronto and the Deputy City Manager responsible for the Affordable Housing Office dated May 20, 2010, as it may be amended from time to time.
3. Build Toronto will assume the existing licence entered into with Toronto Abattoirs Limited for permitting parking on the property, which has a term that ends December 31, 2012. Build Toronto will allow this parking use to continue until development of the property requires its removal.
4. Build Toronto acknowledges that:
 - a. the eastern portion of the property is contaminated and a Ministry of Environment Order is registered on title for the decommissioning of the portion of the property designated as Part 3 on Plan 64R-16673;

- b. the property is adjacent to a listed heritage property at 89 Niagara Street and to the designated Fort York Heritage Conservation District and thus subject to Official Plan policy 3.1.5 (2) that requires development to respect the scale, character and form of heritage buildings and landscapes. A heritage easement may be required for the development of properties in the vicinity of a heritage designated property.
- 5. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property including, but not limited to, the following:
 - a. a 150 mm water dead end located in the southern portion of the property;
 - b. reservation of a 4 m easement for public right-of-way for pedestrians and bicycle access along the southern limit of the property;
 - c. CT968523 – Agreement of Purchase & Sale between City of Toronto and the Municipality of Metropolitan Toronto.

28 Bathurst Street



Appendix 8

Rear of 3090-3122 Eglinton Avenue East – Ward 38

BACKGROUND

The property was acquired in 1957 and 1960 by Metropolitan Toronto for the purposes of the Scarborough Transportation Corridor, which was subsequently not undertaken. On October 3, 4 and 5, 2000, and its special meetings held on October 6, 10, 11 and 12, 2000, City Council adopted Clause No. 22 of Administration Committee Report No. 19 and declared the entire City-owned property located at the rear of 3132 Eglinton Avenue East surplus to municipal requirements. Council authorized the manner of disposal of the easterly portion of the property to be a direct sale to the adjoining property owner, subject to satisfactory access being provided to the westerly portion of the City-owned lands, and the manner of disposal of the westerly portion to be sale on the open market. The residential development of the easterly parcel resulted in the development of a public road, Conn Smythe Drive, to the eastern limit of the property, and an agreement with the City for a temporary turning circle on Part 6 on the Sketch until the road is extended to the south. The CCO, by authority delegated to him, amended the method of disposal to be a transfer to Build Toronto.

DETAILS OF PROPERTY

Legal Description	A portion of Lot M, Plan 1098, described as Parts 1, 4 and 6, on Plan 66R-19814, shown as Part 1 on Sketch PS-2011-034
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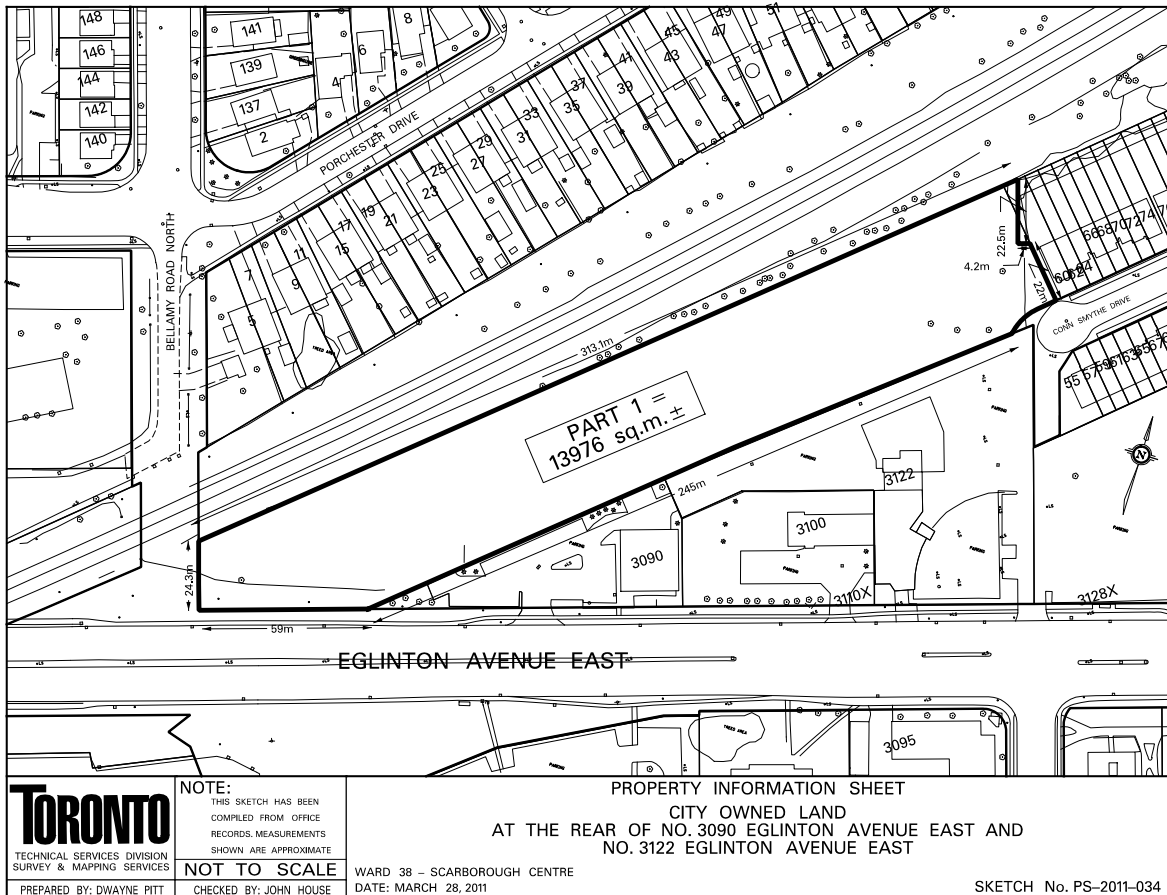
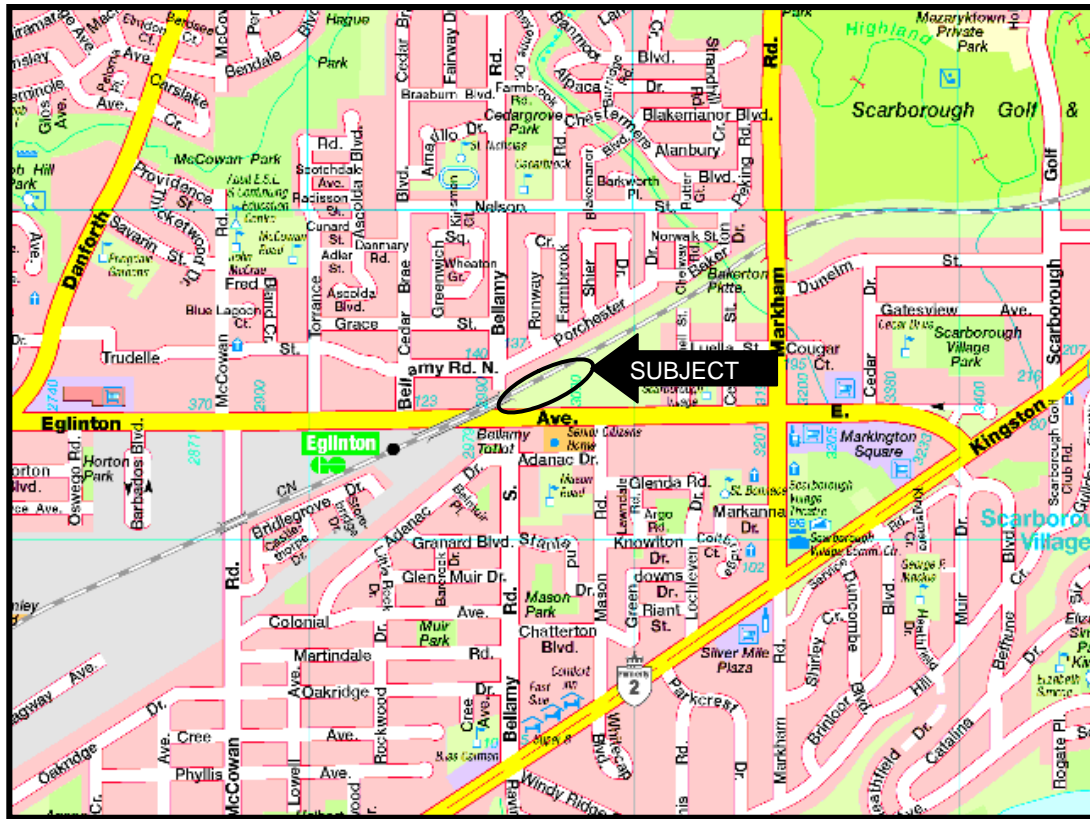
Approximate Site Area	13,976 m ² (3.45 acres)
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TERMS AND CONDITIONS OF TRANSFER

1. Build Toronto will address the affordable housing interest in this property subject to the terms of a Memorandum of Understanding entered into by Build Toronto and the Deputy City Manager responsible for the Affordable Housing Office dated May 20, 2010, as it may be amended from time to time.
2. Build Toronto acknowledges that the property is occupied by a sign owned by CBS for which the license agreement with the City has been terminated.
3. Build Toronto acknowledges that the owner and occupants from time to time of the property municipally known as 3122 Eglinton Avenue East have made use of an undocumented access way and parking area over the portion of the property on the eastern portion of Part 1 on the Sketch for an indeterminate period of time (the "Access"). Build Toronto further acknowledges that it will be required in its use and development of the property to deal with the Access and issues associated with the use of the Access. Build Toronto agrees to obtain the same acknowledgment from every transferee and tenant of the property and from every person or entity with whom or with which, as the case may be, Build Toronto enters into a joint venture, partnership or other arrangement in respect of the property.

4. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property, including but not limited to the following:
 - a. AT10998 – Agreement between City of Toronto and Hudson Developments Inc. for a temporary turning circle on Part 6 on Plan 66R-19814 until the public road, Conn Smythe Drive is extended south to Lawrence Avenue East;
 - b. AT10995 - Development Agreement between the City of Toronto and Hudson Developments providing for a public road to be constructed on Part 3 and 6 on Plan 66R-19814 which has been completed and Part 3 dedicated as public road in March 2011 (AT2636782) for the benefit of the property;
 - c. TB403838 – Easement in favour of the Public Utilities Commission of the City of Scarborough over Part 4 on Plan 66R-19814;
 - d. TB652288 – Easement in favour of Consumers Gas Co. over Part 4 on Plan 66R-19814;
 - e. AT537817 By-law – Part Lot Control.

Rear of 3090-3122 Eglinton Avenue East



Appendix 9

1978 Lake Shore Boulevard West & Part of 2000 Lake Shore Boulevard West – Ward 13

BACKGROUND

The City acquired 1978 Lake Shore Boulevard, Part 1 on the Sketch, in 1995 from the Toronto Harbour Commission, subject to a pre-existing lease which had been assigned to 123003 Canada Inc., associated with OLCO Petroleum Group (OLCO). As required by the terms of the lease, OLCO has remediated the site to residential standards and monitoring continues. The historic Joy Oil buildings, originally located on the property, have been relocated to the parkland south of Lake Shore Boulevard West and the property is vacant. 2000 Lake Shore Boulevard West, Part 2 on the Sketch, was acquired by Metropolitan Toronto in 1990 for the purpose of the Gardiner Expressway construction and related access, but is no longer required for this purpose. Both portions of the property were previously declared surplus with the intended manner of disposal to be a long-term lease with the Fred Victor Centre. In July 2005, the Fred Victor Centre decided to relocate its proposed project, and the Chief Corporate Officer, by authority delegated to him, amended the method of disposal to be a transfer to Build Toronto.

DETAILS OF PROPERTY

Legal Description	Part of Block 3 on Plan D1409, described as Part 3 on Plan 63R-5011 and Part 2 on Plan 66R-20379, and shown as Parts 1 and 2 on Sketch PS-2006-100 (the "Sketch"),
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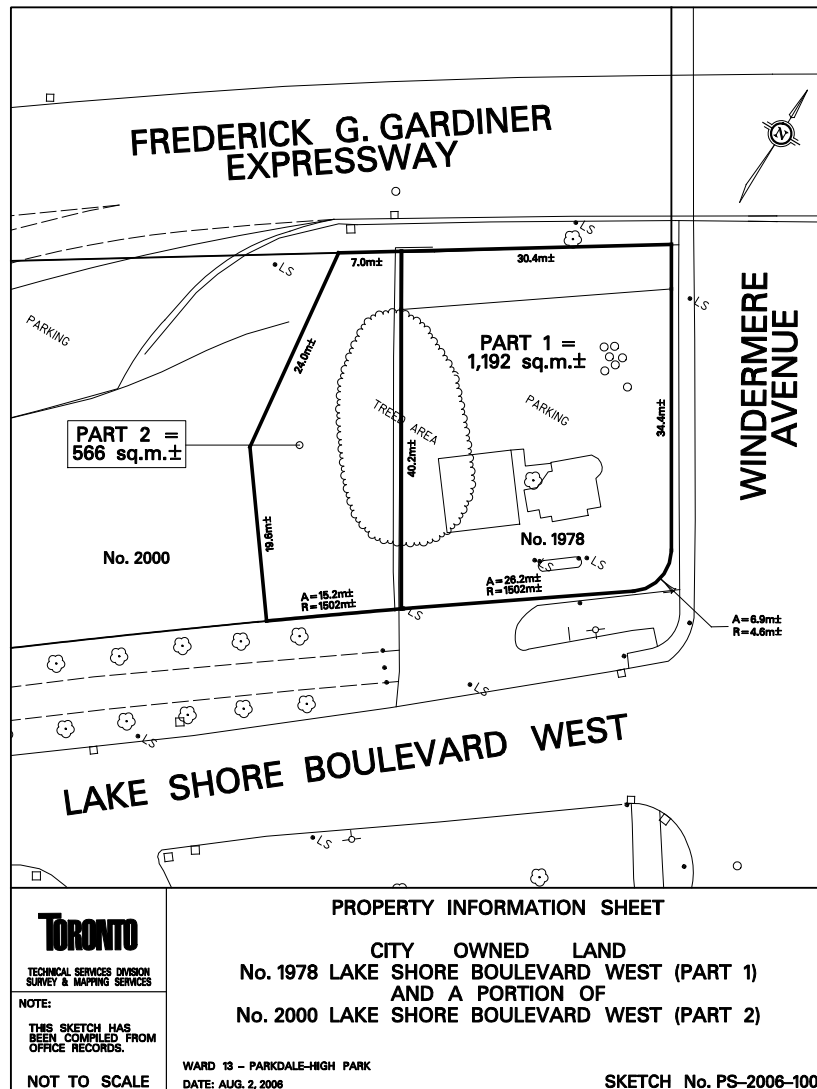
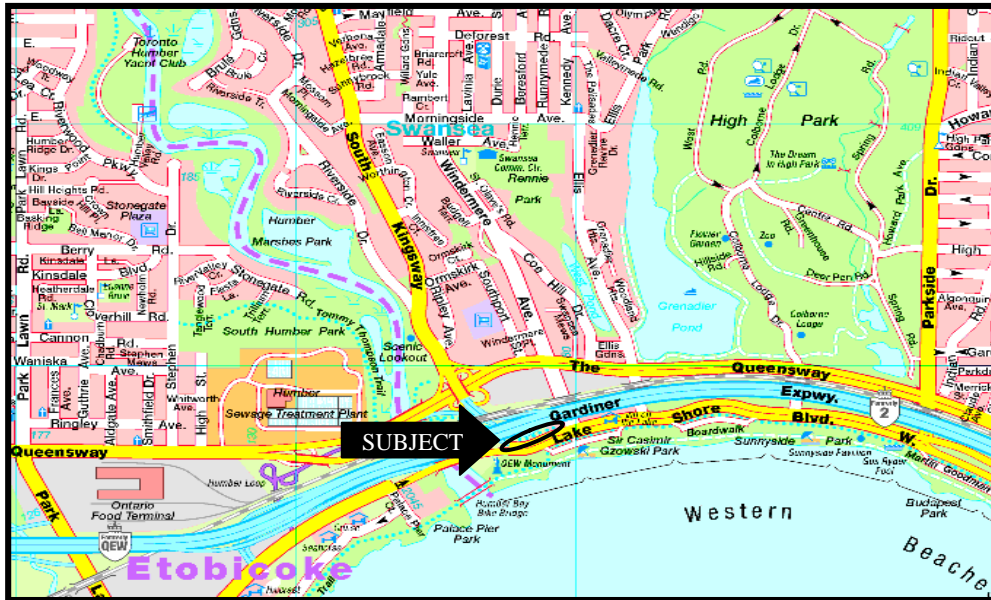
Approximate Site Area	1,758 m ² (0.4 acres)
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TERMS AND CONDITIONS OF TRANSFER

1. As required by REAC, Build Toronto will address to the satisfaction of the City Manager, ABCDs and the local Councillor issues and requirements raised in the March 2011 Technical Working Committee review relevant to this property.
2. Build Toronto will address the affordable housing interest in this property subject to the terms of a Memorandum of Understanding entered into by Build Toronto and the Deputy City Manager responsible for the Affordable Housing Office dated May 20, 2010, as it may be amended from time to time.
3. Build Toronto acknowledges that :
 - a. Part 1 on the Sketch is still the process of remediation and wells on site are still being monitored and that a Record of Site Condition has not been approved by the Ministry of the Environment;
 - b. the Western Waterfront Master Plan, approved by City Council on August 5 and 6, 2009 proposed the relocation of an existing parking lot south of Lake Shore Boulevard West to this property in order to optimize parkland along Lake Ontario

- and Build Toronto will meet with the Waterfront Secretariat to discuss the implications of the Western Waterfront Masterplan on these lands;
- c. Part 1 on the Sketch is subject to by-law 415-89 passed on June 15, 1989, in recognition of the only intact Chateau style Joy Oil gas station in the City of Toronto that occupied the site at that time;
 - d. the Official Plan requires that a heritage easement be secured prior to the sale of a designated property;
 - e. the property abuts the Gardiner Expressway and would be subject to noise, vibration and air quality issues resulting from this proximity.
4. Title to the property will be taken "as is" and will be subject to existing interests and to such easements or other interests as are required for existing and future utility installations and municipal services on the property, including but not limited to the following:
- a. CA35276 – By-law 415-89, a heritage designation by-law on title;
 - b. WF51214 – Lease - Joy Oil Company Limited;
 - c. WF51215 – Assignment of Lease - Joy Oil Limited;
 - d. WF51216 – Consent - Assignment of Lease (WF51215);
 - e. WF53661 – Assignment of Lease - Premium Oil Company Limited;
 - f. WF53662 – Consent - Assignment of Lease (WF53661);
 - g. WF60651 – Assignment of Lease - Independent Gas Station (1966) Ltd.;
 - h. WF60652 – Consent - Assignment of Lease (WF60651);
 - i. CT139250 – Assignment of Lease - Natomas of Canada Ltd.;
 - j. CT362934 – Lease - Natomas of Canada Ltd.;
 - k. CT764488 – Assignment of Lease - 123003 Canada Inc.;
 - l. WF61210 – Lease - The Seaway Hotels (Ontario) Limited;
 - m. CT687248 – Cable TV Bulk Agreement – Cablecasting Limited.

1978 and Part of 2000 Lake Shore Boulevard West



Appendix 10

TERMS AND CONDITIONS FOR ALL TURNOVER AGREEMENTS

1. Consultation - Build Toronto will consult with the local councillor and the current site occupants in planning the development of the properties.
2. Proceeds of Development – Turnover Agreements will provide for the distribution of the proceeds of transactions entered into by Build Toronto.
3. No Disposal Without Council Authority – Build Toronto may not sell or otherwise dispose of City lands (including leases of 21 years or more), or mortgage or charge City lands, without the prior consent of Council.
4. Appraisals – Build Toronto will cause an appraisal of the property to be prepared, on terms satisfactory to the City, and will deliver a copy of such appraisal to the City within 6 months of the turnover of the property.
5. Financial Incentives – Build Toronto may not enter into agreements that provide for the delivery of financial incentives without the prior consent of Council or as delegated from time to time.
6. Acknowledgments of Build Toronto-
 - (i) properties are turned over on an "as is" basis, including their environmental condition;
 - (ii) the City has no liability or obligation with respect to the value, state, or condition of the property;
 - (iii) Build Toronto assumes all responsibilities and liabilities arising out of the property;
 - (iv) Build Toronto releases the City from any claim relating to the property and will obtain the same release from every tenant, occupier or joint-venturer in respect of the property.
7. Application of City Policies - Build Toronto will comply (and will require any third party with which it deals, to comply) with all City policies, as amended from time to time, governing City-owned lands.
8. Concurrence of ABCDs – Where a portion of an operating/programming site has been declared surplus to the operating needs of a City ABCD and is subsequently turned over to Build Toronto, in managing, marketing and/or developing such lands Build Toronto shall consult with the operating ABCD and shall obtain the concurrence of such ABCD to those components of any proposed transaction which affect the operations or costs of such ABCD prior to entering into any transaction with a third party in respect of such lands.
9. Rights in Favour of the City and Others – In considering any lease or other agreement in respect of a property, Build Toronto will provide for the rights and interests required by or at the direction of the City.

10. Confidentiality – Build Toronto will not disclose to anyone or use for any purpose other than the purposes contemplated by the Turnover Agreement information concerning the property.
11. Taxes – Build Toronto will pay all taxes, if any, payable in respect of or resulting from the turnover of a property.
12. No Assignment – Build Toronto may not assign a Turnover Agreement without the prior consent of the City.
13. City as Municipal Authority – Build Toronto acknowledges that the City will not be prejudiced by any Turnover Agreement in carrying out its statutory rights and responsibilities. The City acts in its capacity as a land owner only under the Turnover Agreement, and nothing in any Turnover Agreement fetters the exercise by the City of all of its rights as a municipality and as a shareholder in Build Toronto, or imposes any obligation on the City in its role as a municipality or as a shareholder in Build Toronto.
14. Consents – The City consents, in its capacity as land owner only (and not in its capacity as a planning/regulatory authority), to the submission by Build Toronto of documents required in connection with any required planning approvals and to the submission of any documents within the Ministry of Environment’s process under the *Environmental Protection Act*.
15. Exercise of Rights – Any of the rights and obligations of the City under a Turnover Agreement may be exercised and performed by the Chief Corporate Officer from time to time, or by his or her successors and designate(s) from time to time.
16. Taxes Payable by Third Parties – Build Toronto will include in any transaction with a third party in respect of a property a requirement to pay all taxes (including, but not limited to, realty and sales taxes and HST) resulting from such transaction.
17. Payment of City Solicitor’s Fees – Build Toronto will include in every agreement with any tenant, occupier or joint-venturer a requirement to pay the City Solicitor’s fees, as approved by Council from time to time, for processing requests for documents related to the property.
18. Additional Terms – Such other terms as are required by the City Manager, in consultation with the City Solicitor, in form satisfactory to the City Solicitor.

Appendix 10 (a)

45 Strachan Avenue and 10 Ordnance Street – Ward 19

DECLARE SURPLUS

45 Strachan Avenue and 10 Ordnance Street, shown as Parts 2 and 3 on Sketch PS-2011-031, be declared surplus, subject to the retention of any Required Interests which are those interests required by law as well as those City and other interests required to be protected, with the intended method of disposal to be by way of turnover to Build Toronto.

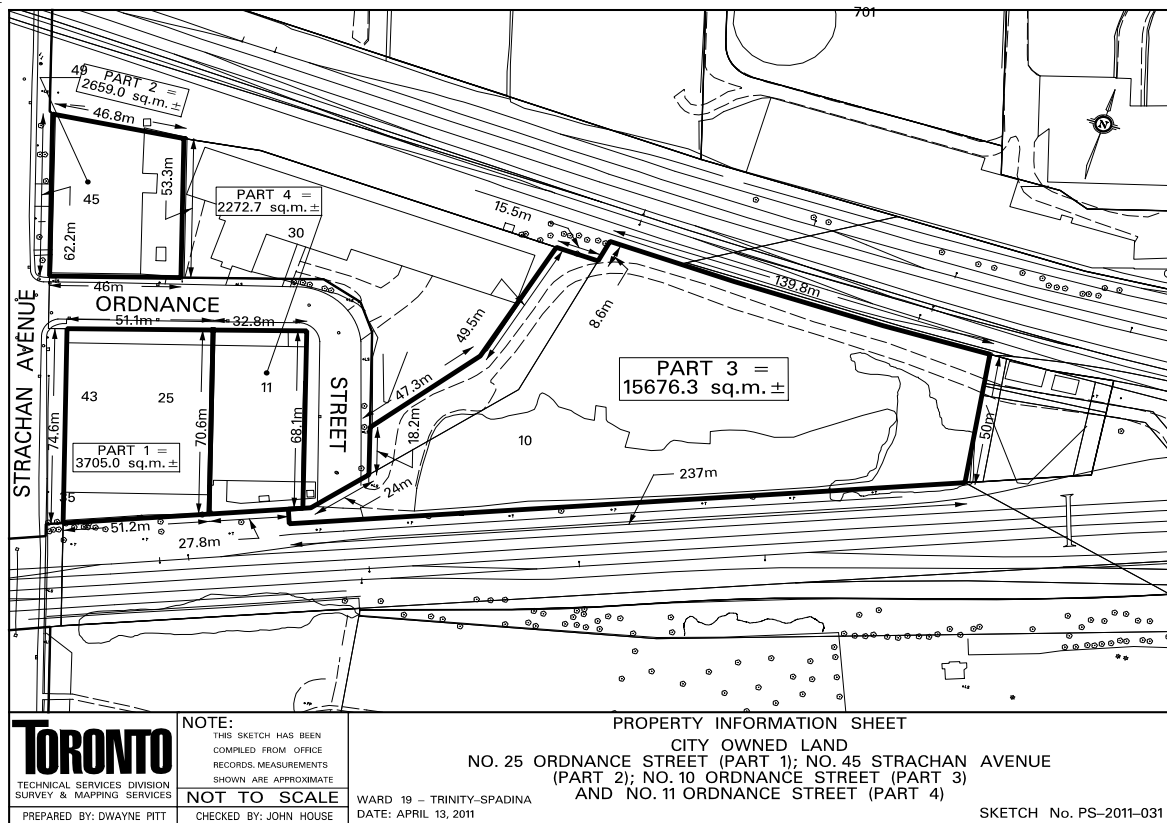
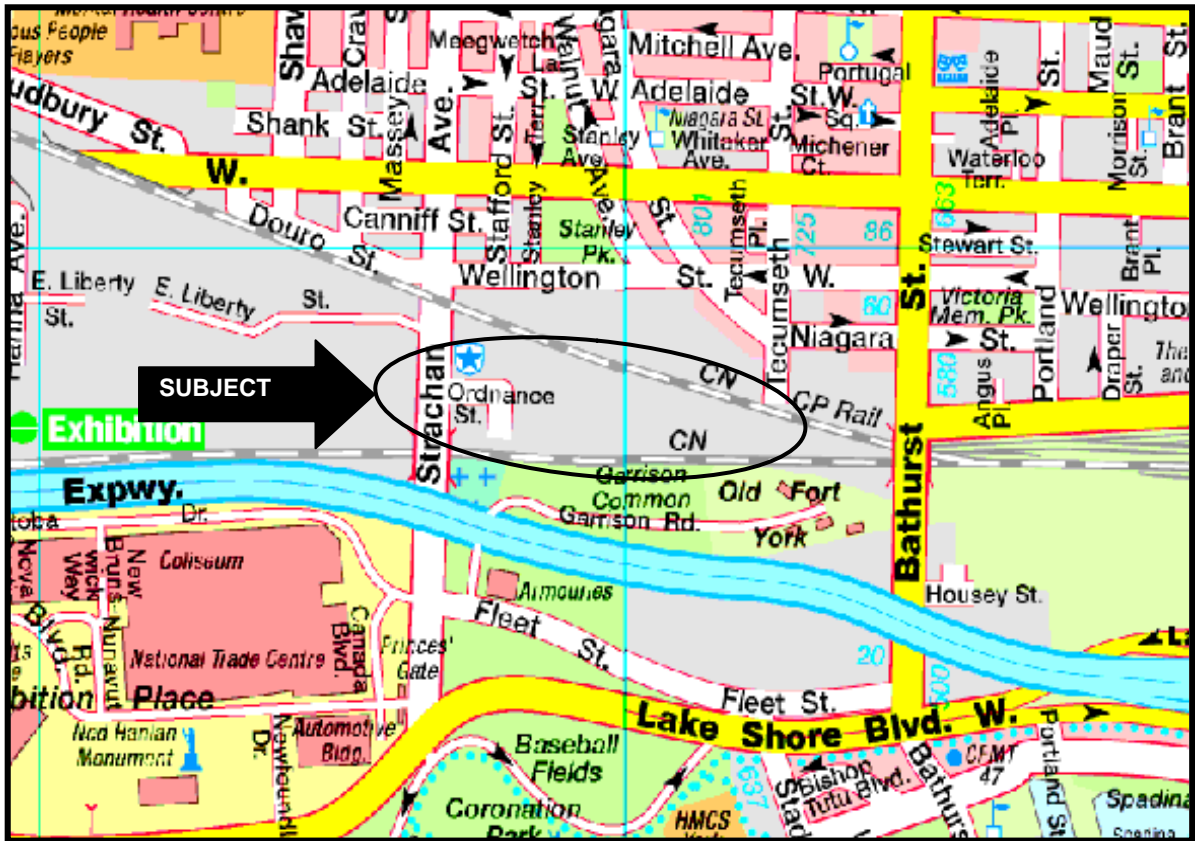
DETAILS OF PROPERTY

Address:	45 Strachan Ave	10 Ordnance St
Approximate Area:	0.7 acres	3.9 acres
Current Use:	Municipal Licensing & Standards office	Vacant land
Issues/Comments:	45 Strachan Ave – financing, staging & relocating MLS to alternative space. 10 Ordnance St – required for construction staging for the Fort York Pedestrian & Cycle Bridge and for a major support pier of the bridge. Council has directed the rezoning of the lands to "G" Park Land.	

TERMS AND CONDITIONS OF TURNOVER

1. Build Toronto to facilitate master planning for the site.
2. As required by REAC, Build Toronto to work with the current site occupants and develop a financial and logistic relocation plan that addresses to the satisfaction of the City Manager, the ABCD and Councillor issues and requirements raised in the March 2011 Technical Working Committee review.
3. Build Toronto acknowledges being advised that, at the direction of City Council, a rezoning of 10 Ordnance Street to parkland has been commenced (TE 30.42 on January 26 and 27, 2010).

45 Strachan Avenue and 10 Ordinance Street



Appendix 10 (b)

1250 Eglinton Avenue West – Ward 21

DECLARE SURPLUS

1250 Eglinton Avenue West, shown as Part 1 on Sketch PS-2009-029, be declared surplus, subject to the retention of those areas and interests required to satisfy TTC's operational requirements and subject to the retention of any Required Interests which are those interests required by law as well as those City and other interests required to be protected, with the intended method of disposal to be by way of turnover to Build Toronto.

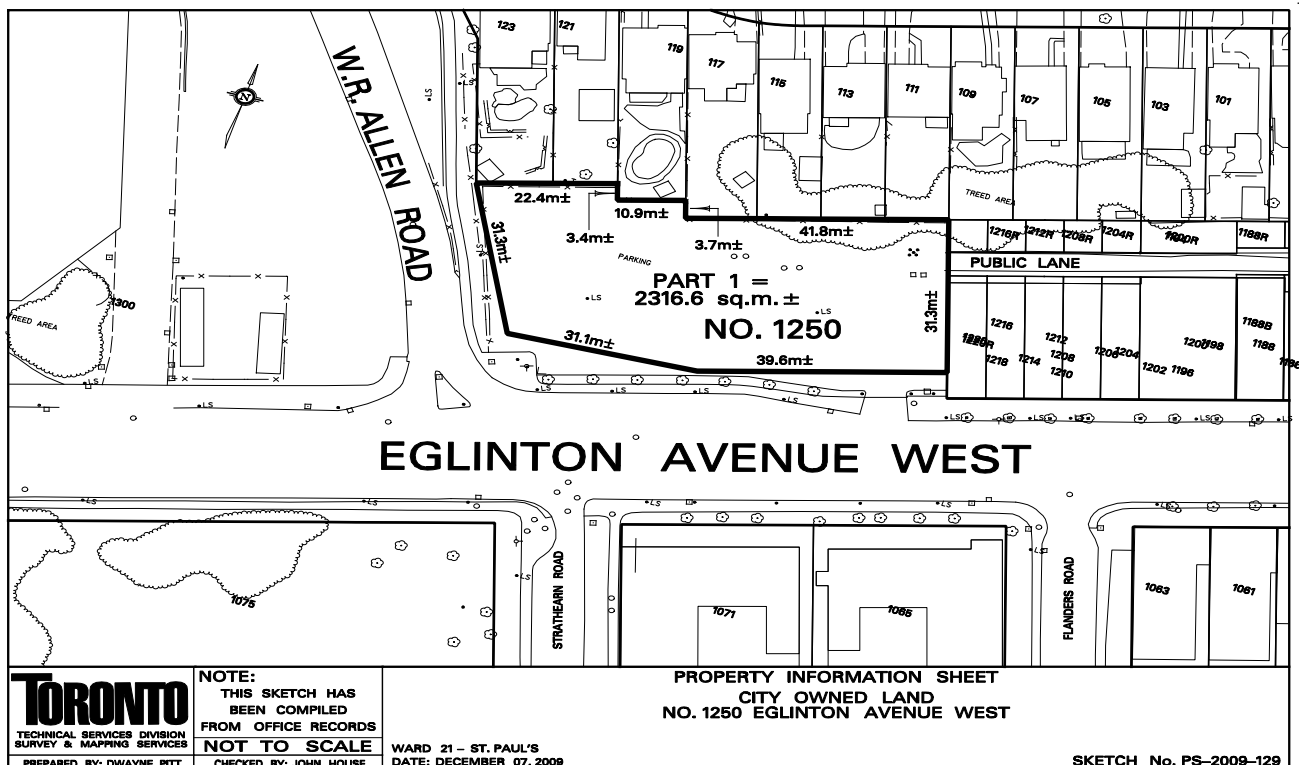
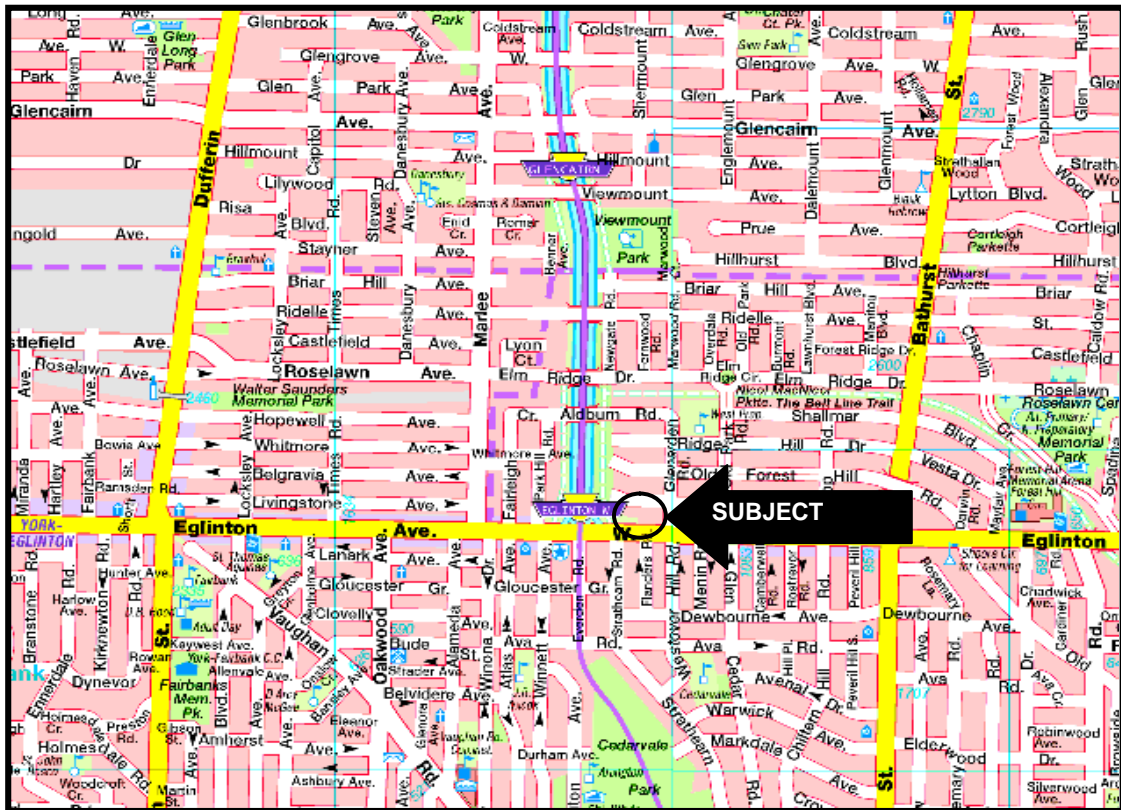
DETAILS OF PROPERTY

Approximate Area:	0.6 acres
Current Use:	Commuter parking lot
Issues/Comments:	TTC requires the property for construction staging for the Eglinton transit line and for related TTC infrastructure. Existing municipal services will require the reservation of easements. There is an Affordable Housing interest in the property.

TERMS AND CONDITIONS OF TURNOVER

1. Build Toronto to facilitate master planning for the site.
2. As required by REAC, Build Toronto will work with the Toronto Transit Commission to address its needs within an integrated redevelopment strategy.

1250 Eglinton Avenue West



Appendix 10 (c)

1350 Eglinton Avenue West – Ward 21

DECLARE SURPLUS

1350 Eglinton Avenue West, shown as Part 1 on Sketch PS-2009-030, be declared surplus, subject to the retention of those areas and interests required to satisfy TTC's operational requirements and subject to the retention of any Required Interests which are those interests required by law as well as those City and other interests required to be protected, with the intended method of disposal to be by way of turnover to Build Toronto.

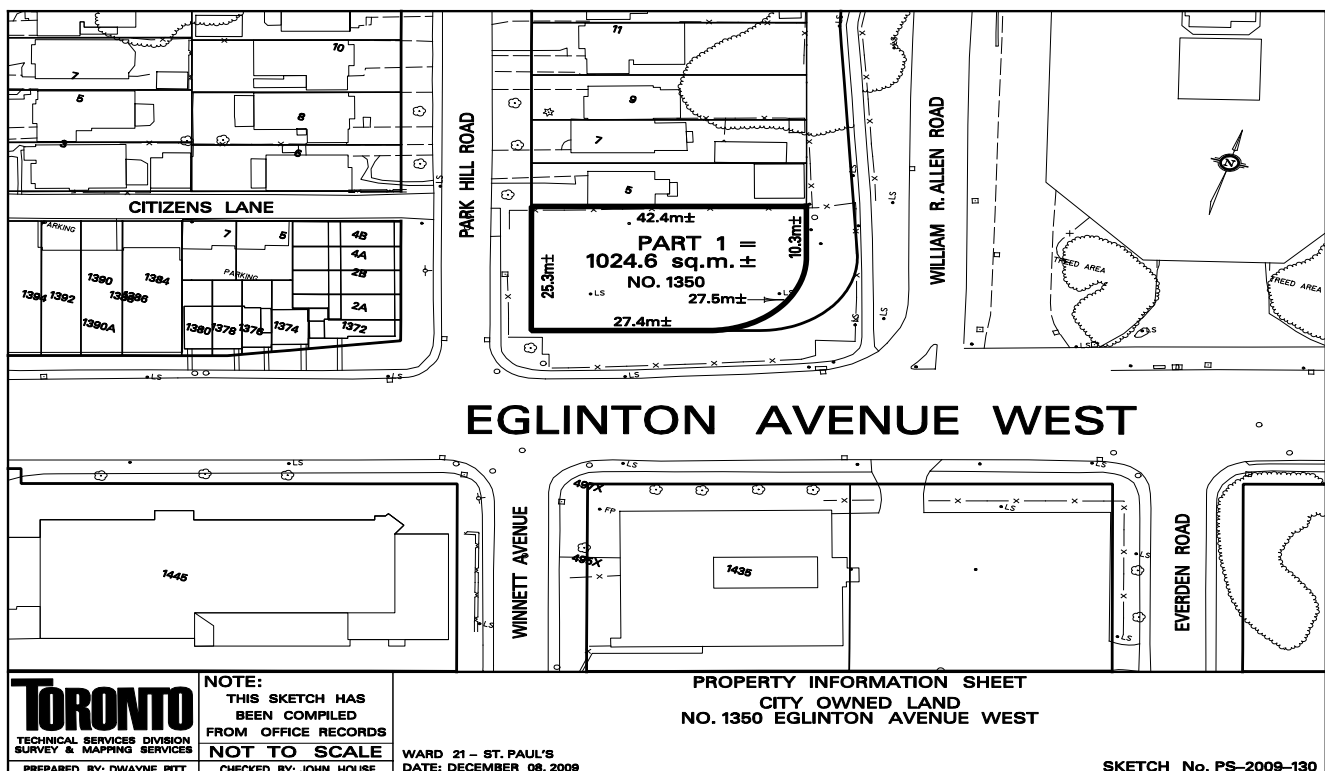
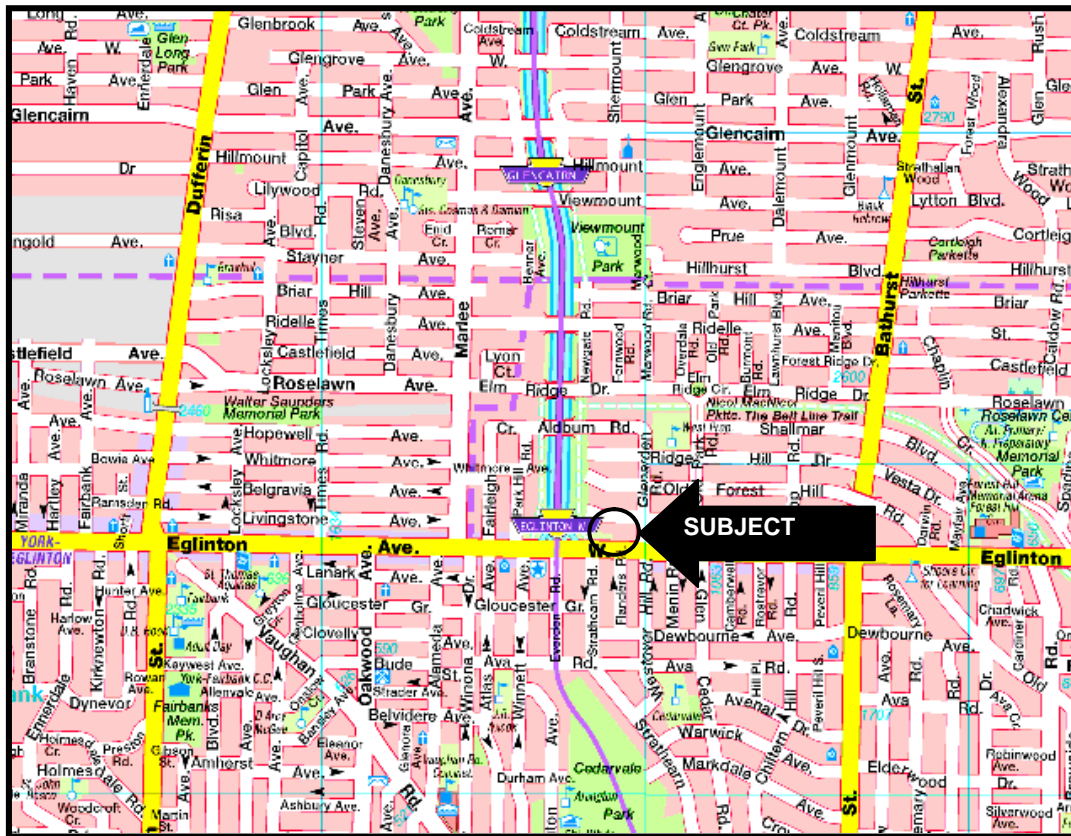
DETAILS OF PROPERTY

Address:	1350 Eglinton Avenue West
Approximate Area:	0.3 acres
Current Use:	Commuter parking lot
Issues/Comments:	TTC requires the property for construction staging for the Eglinton transit line and for related TTC infrastructure. Existing municipal services will require the reservation of easements. There is an Affordable Housing interest in the property.

TERMS AND CONDITIONS OF TURNOVER

1. Build Toronto to facilitate master planning for the site.
2. As required by REAC, Build Toronto will work with the Toronto Transit Commission to address its needs within an integrated redevelopment strategy.

1350 Eglinton Avenue West



Appendix 11 (a)

5 Eireann Quay – Ward 20

5 Eireann Quay, shown as Part 1 on Sketch PS-2011-030, is to be the subject of a master planning process by Build Toronto.

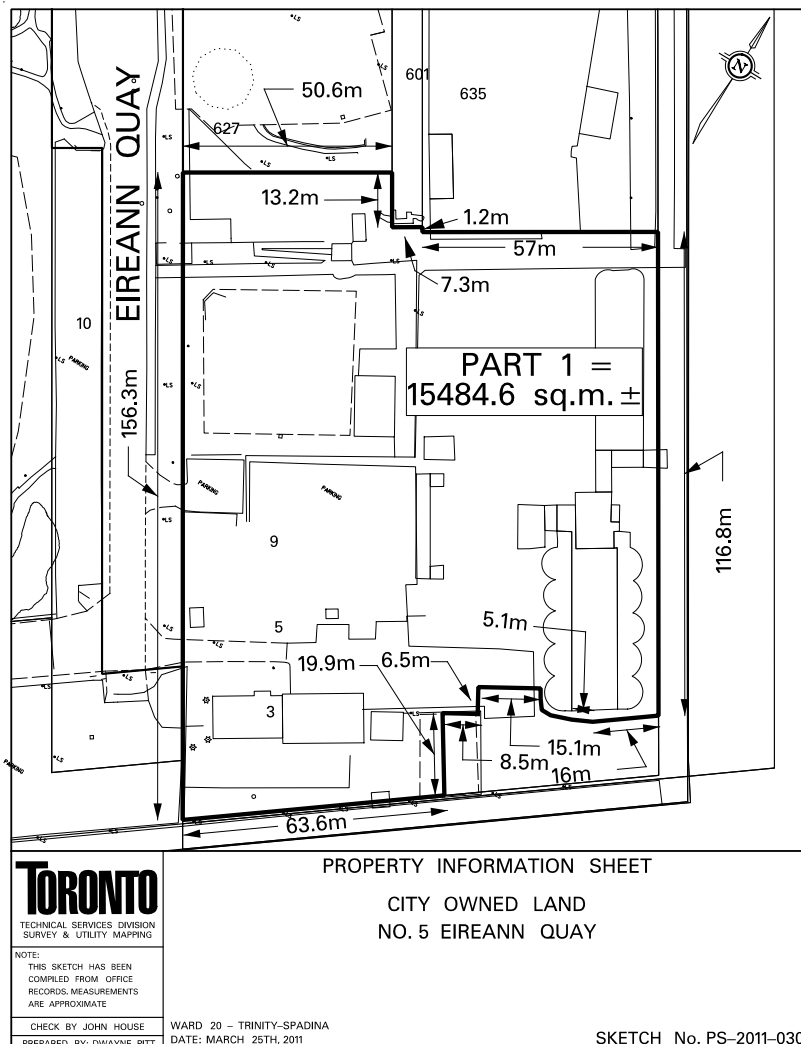
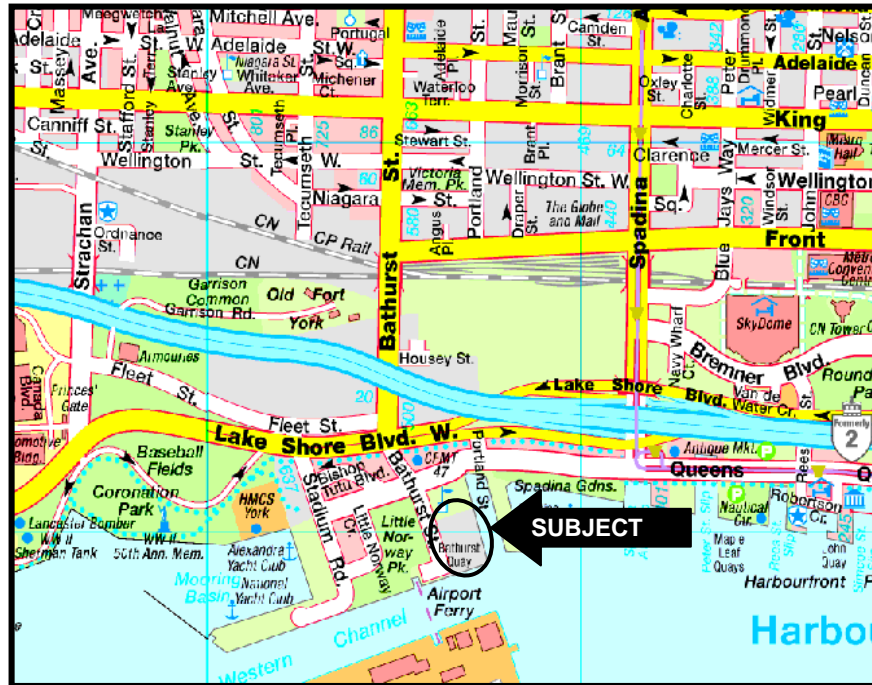
DETAILS OF PROPERTY

Approximate Area:	15,484.6 m ² (3.8 acres)
Current Use:	Parks and Forestry Yard, Silos, vacant lands adjoining Ireland Park and Harbourfront Community Centre and School
Issues/Comments:	Designated Parks in the Official Plan

TERMS AND CONDITIONS OF ARRANGMENT FOR MASTER PLANNING PROCESS

1. Build Toronto to facilitate master planning for the site.
2. Build Toronto to work with the current site occupants to address, to the satisfaction of the City Manager, ABCD issues and requirements raised in the March 2011 Technical Working Committee review.
3. Any application for planning approvals, including any amendment of the Official Plan, to be on terms satisfactory to the Chief Corporate Officer.

5 Eireann Quay



Appendix 11 (b)

11 Bay Street – Ward 28

11 Bay Street, shown as Part 1 on Sketch PS-2011-033, is to be the subject of a master planning process by Build Toronto.

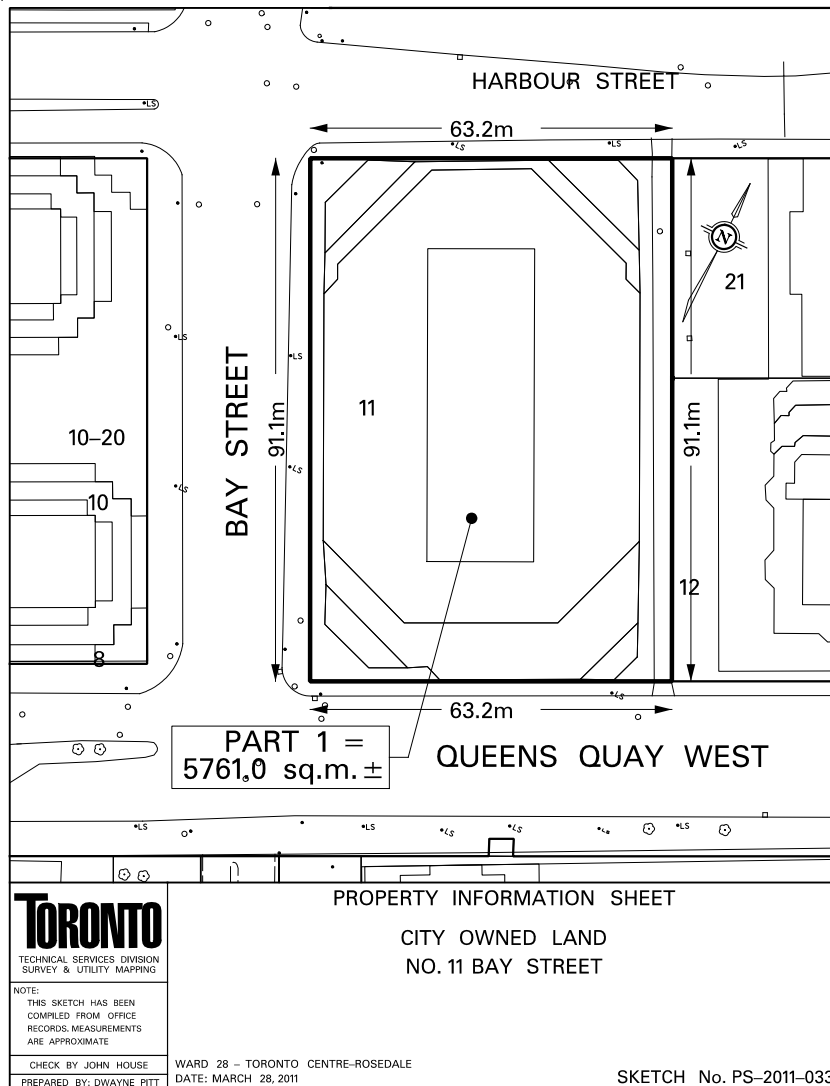
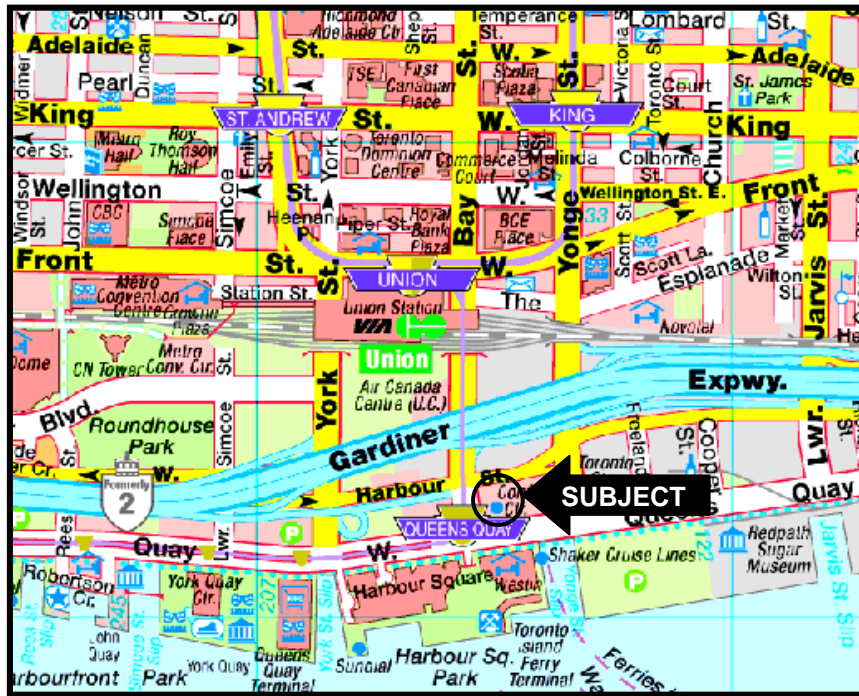
DETAILS OF PROPERTY

Approximate Area:	5573.7 m ² (1.4 acres)
Current Use:	Toronto Westin Harbour Castle Convention Centre

TERMS AND CONDITIONS OF ARRANGMENT FOR MASTER PLANNING PROCESS

1. Build Toronto to facilitate master planning for the site.
2. Build Toronto to work with the current site occupants to address, to the satisfaction of the City Manager, ABCD issues and requirements.
3. Any application for planning approvals, including any amendment of the Official Plan, to be on terms satisfactory to the Chief Corporate Officer.

11 Bay Street



Appendix 11 (c)

Northeast Corner of Eglinton Avenue East and Don Mills Road – Ward 26

The City-owned property at the northeast corner of Eglinton Avenue East and Don Mills Road, approximately as shown on the accompanying sketch, is to be the subject of a master planning process by Build Toronto.

DETAILS OF PROPERTY

Approximate Area:	11,410 m ² (2.8 acres)
Current Use:	snow melter compound no longer required by the City
Issues/Comments:	The Environmental Assessment for the Eglinton transit line has proposed a bus terminal on this property. Property is designated as part of Eglinton Ave East and the developable portion must be stopped up and closed. There is an Affordable Housing interest in the property.

TERMS AND CONDITIONS OF ARRANGMENT FOR MASTER PLANNING PROCESS

1. Build Toronto to facilitate master planning for the site.
2. Build Toronto to address to the satisfaction of the City Manager, ABCDS and the local Councillor issues and requirements raised in the March 2011 Technical Working Committee review relevant to this.
3. Build Toronto to work with the Toronto Transit Commission to determine if a new TTC bus terminal for the Eglinton Crosstown LRT can be integrated into the site redevelopment strategy.
4. Build Toronto acknowledges that Transportation Services does not intend to remove the above/below ground snow melter currently located on the property.

Northeast Corner of Eglinton Avenue East and Don Mills Road

