

## **Appendix 1**

### **TERMS AND CONDITIONS OF TRANSFER FOR ALL PROPERTIES**

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

### Part of 4610 Finch Avenue East – Ward 41

#### **BACKGROUND**

The property was acquired in 1961 by Metropolitan Toronto and was developed for parking use to serve the adjoining C.O. Bick College at 4620 Finch Avenue East. Toronto Police Service (TPS) has agreed to the transfer of this strip to Build Toronto as it does not interfere with TPS's occupancy of 4610 Finch Avenue East. The strip was declared surplus by DAF No. 2012-247 on October 2, 2012.

Approximate Site Area: 497.9 m<sup>2</sup> (5,359 ft<sup>2</sup>)

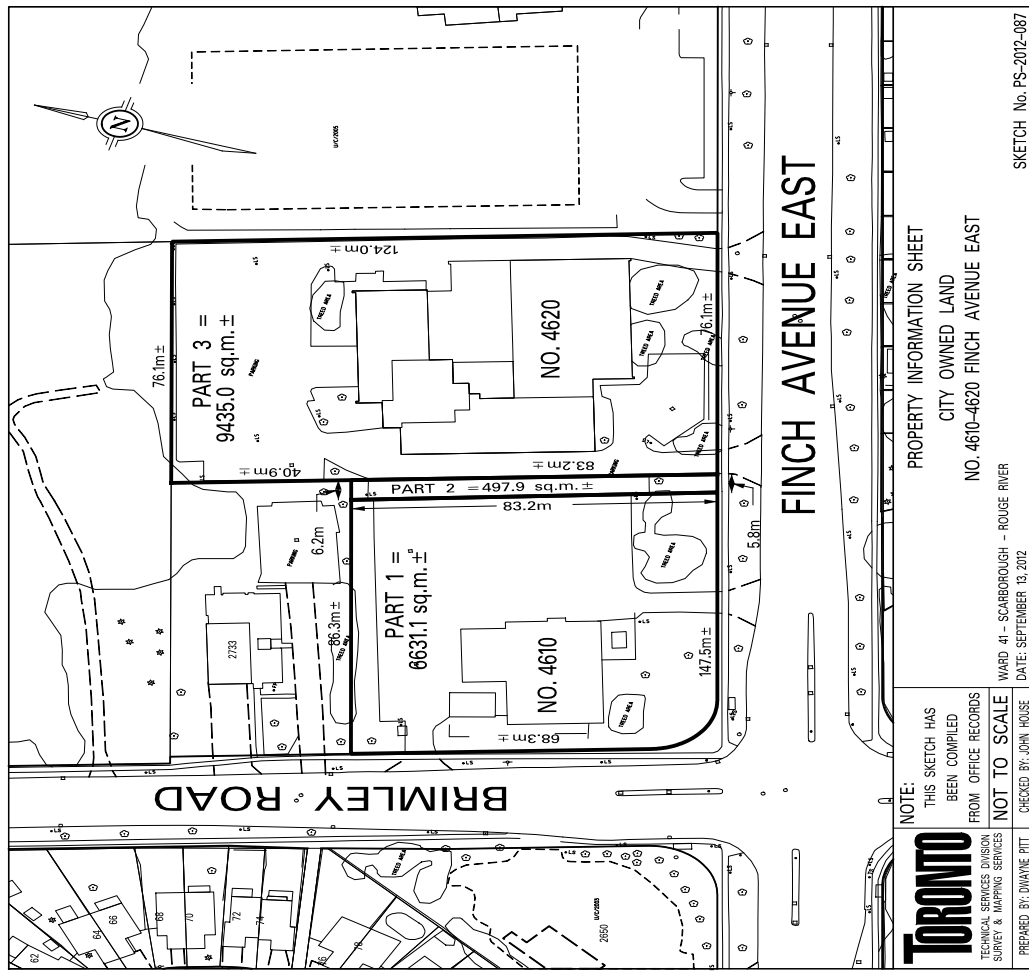
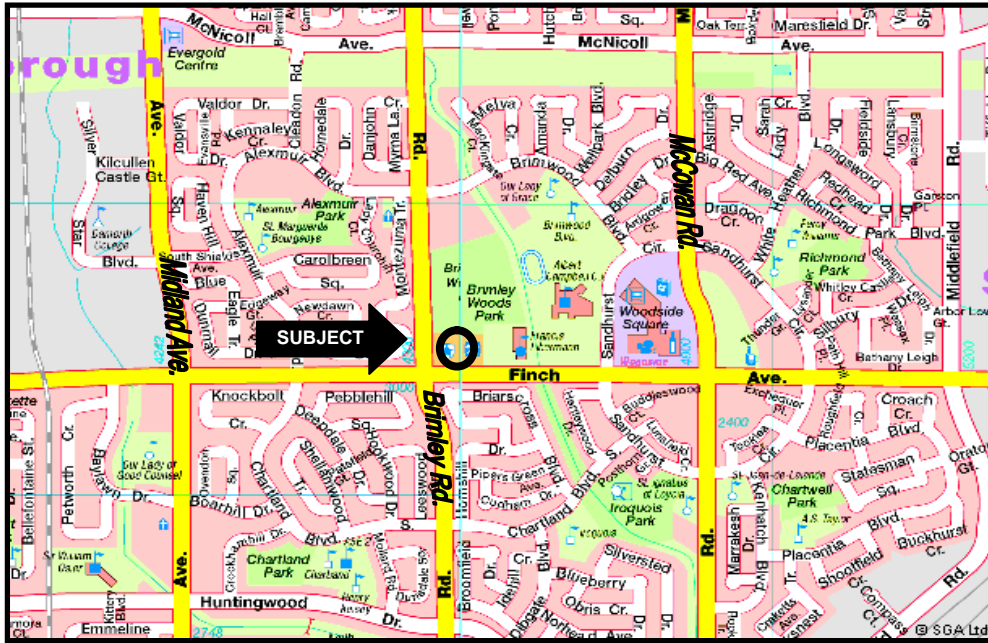
#### **PROPERTY**

Current Legal Description: Part of Lot 24, Concession 4, being part of Part 1, Plan 64R-2011, City of Toronto (formerly Scarborough), shown as Part 2 on Sketch No. PS-2012-087 (the "Sketch"), (the "Property")

#### **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 will acknowledge that:
  - a. The Property is designated Institutional in the Official Plan and zoned Institutional Public Service.
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.

# Part of 4610 Finch Avenue East



## Appendix 3

### Part of 2000 & 2002 Lake Shore Boulevard West – Ward 13

#### BACKGROUND

2000 and 2002 Lake Shore Boulevard West were acquired by Metropolitan Toronto in 1990 and 1992 for the purpose of constructing improvements to the Gardiner Expressway and related access, but a portion of these lands are no longer required for this purpose. This portion was declared surplus by DAF No. 2012-209 on October 2, 2012. City Council approved the transfer to Build Toronto, subject to terms and conditions, of the adjoining lands to the east, 1978 and a portion of 2000 Lake Shore Boulevard West, on May 17-19, 2011, with the adoption of Item GM3.21.

Approximate Site Area: 3018.9 m<sup>2</sup> (0.7 acres)

#### PROPERTY

Current Legal Description: Part of Blocks 1-3 on Plan D1409, also described as part of Part 1 on Plan 63R-5011 and part of Part 1 on Plan 66R-20379, and shown as Parts 1-3 on Sketch No PS-2012-096 (the "Sketch"), subject to the reservation of an easement on and in Parts 2 and 3 for the maintenance of City services and the grant of an easement on and in Parts 2 and 3 for Toronto Hydro and any other utilities, as necessary

Stratification: Transfer limited to 65 metres above grade  
(the "Property")

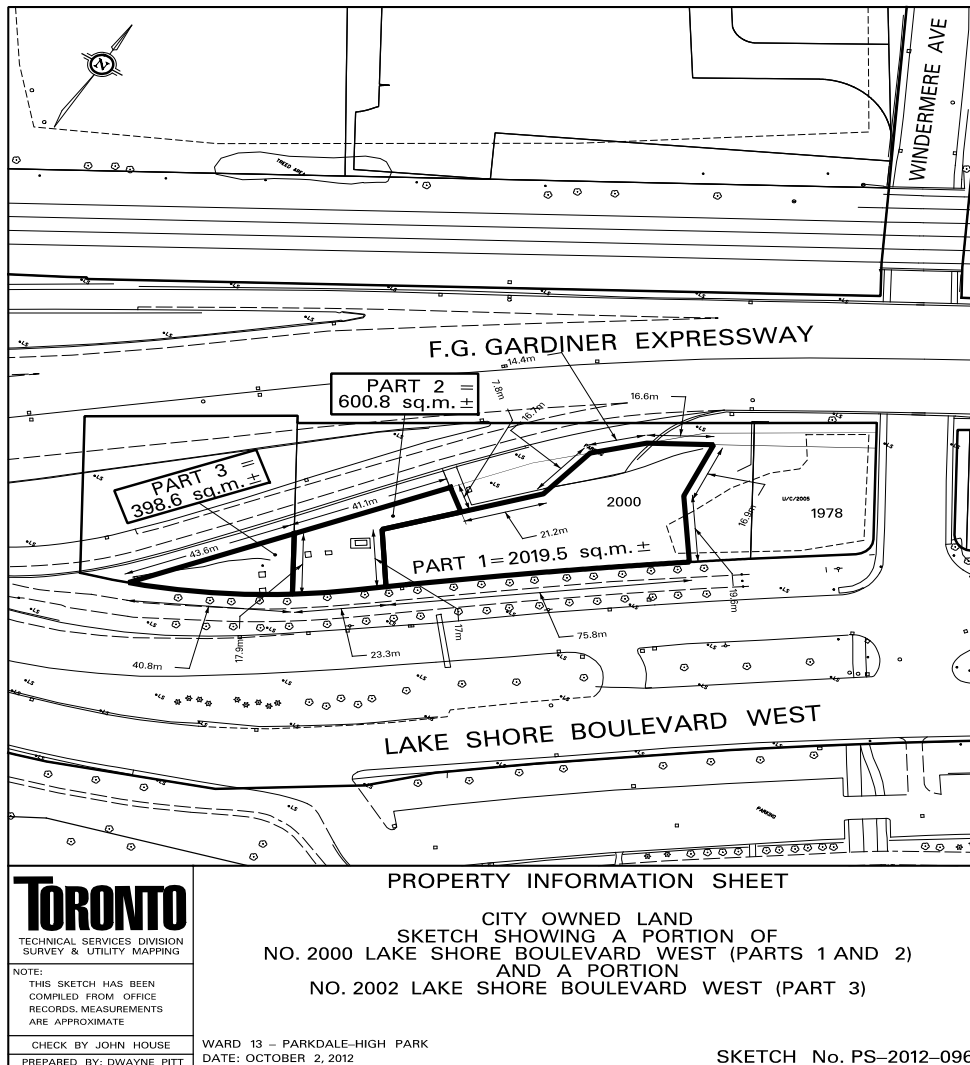
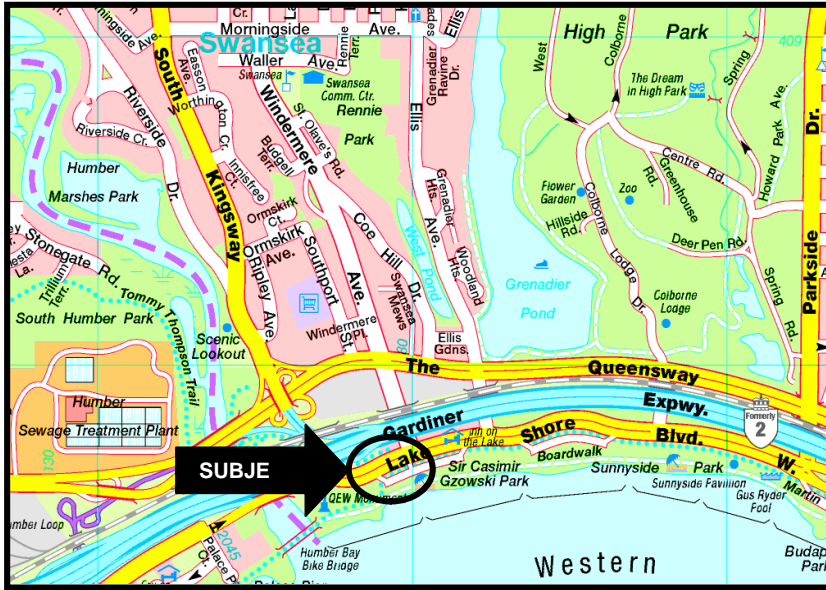
#### TERMS AND CONDITIONS OF TRANSFER

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 will acknowledge that:
  - a. The property is designated Mixed Use Areas and zoned Mixed Use District with a height limit of 14 m;
  - b. The Property is within the Western Waterfront Master Plan which proposes a public parking facility be provided in this location; and
  - c. Any development proposal for the Property will be subject to the standard planning approval process.
3. The City will be reserving an easement on and in Parts 2 and 3 on the Sketch for the operation and maintenance of electrical and optical cables serving a RESCU camera location south of the Gardiner Expressway ramp in this area and for other municipal services. This easement will prohibit any development of Parts 2 and 3 on the Sketch until

the existing City services are relocated by Build Toronto, to the satisfaction of the General Manager of Transportation Services, including all costs associated therewith. If the relocation has not occurred within 5 years of the date of transfer of title to Build Toronto, Parts 2 and 3 will be transferred back to the City at a nominal cost.

4. The City will grant an easement to Toronto Hydro on and in Parts 2 and 3 on the Sketch for the operation and maintenance of electrical equipment and cables. This easement will prohibit any development of Parts 2 and 3 on the Sketch until the existing Toronto Hydro equipment and infrastructure is relocated by Build Toronto, to the satisfaction of Toronto Hydro, including all costs associated therewith.
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:
  - a. WF56458 – lease;
  - b. CA118725 – notice of lease;
  - c. CA177219Z – restrictive covenant;
  - d. WF51634 and WF51635; and
  - e. CT687248 – cable agreement.

## Part of 2000 & 2002 Lake Shore Boulevard West



## Appendix 4

### North of Dale Avenue and West of Kingston Road – Ward 36

#### BACKGROUND

The property was acquired by Metropolitan Toronto in 1986 for the Scarborough Transportation Corridor. It is currently vacant. This area is under review by City Planning as part of the Phase 4 Land Use Study – Scarborough Transportation Corridor. The City is retaining Part 3 on Sketch PS-2012-052 (the "Sketch") for park use as it is designated Parks and Open Space in the Official Plan.

Approximate Site Area: 13,001 m<sup>2</sup> (3.2 acres)

#### PROPERTY

Current Legal Description: Part of Lot 15, Concession D, City of Toronto (formerly Scarborough), being part of Part 1 on Plan 66R-14698, shown as Parts 1 and 2 on the Sketch, subject to the reservation of an easement on and in Part 1 on the Sketch for storm and sanitary sewers, (the "Property")

#### 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 will acknowledge that:
  - a. The Property is designated Neighbourhoods in the Official Plan and zoned Highway Commercial with no height limit;
  - b. City Planning is undertaking the Phase 4 Scarborough Transportation Corridor Land Use in this area and may recommend revisions to the planning policies applicable to this area; and
  - c. Given the proximity of the CN rail line, a 30 m setback from the rail right-of-way is generally required and could constrain development potential of the Property and the Property may be subject to noise, vibration and other interferences.
3. The City will reserve a 12 m wide easement for overland flow and storm and sanitary sewers and other municipal services on and in Part 1 on the Sketch.

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:
  - a. SC72205 – by-law to designate an urban development area;
  - b. A49282Z – restrictive covenants regarding building and use;
  - c. A49434Z – restrictive covenants regarding building and use;
  - d. A256117 – part lot control by-law; and
  - e. C447679 – easement.



# North of Dale Avenue and West of Kingston Road

