Appendix "A"
Terms and Conditions of Land Exchange
between the City of Toronto (the "City")
and
The Residences of College Park Tower III Inc. and The Residences of College Park Tower IV Inc (collectively "Purchaser")

Walkways to be conveyed to the City:	Lands shown as Parts 1 & 2 on Sketch No. PS-2008-26; comprising a total area of approximately 1,486 m^2 (15,996 ft^2) from an approximate elevations of 97.16 m Canadian Geodetic Datum ("CGD") and 96.15 m CGD respectively.
Lands to be conveyed to Purchaser:	Subsurface lands shown as Parts 3 & 4 on Sketch No. PS-2008-081; comprising a total area of approximately 1,561 m^2 (16,803 ft^2). Lands shown as Part 3 are designated as *Parks and Open Space Areas* in the Official Plan and Part 4 lands are designated as *Mixed Use Areas* in the Official Plan.
Easement to be conveyed to Purchaser:	Stratified lands shown as Parts 1 and 2 on Sketch PS-2008-092, comprising a total area of approximately 145.5 m^2 (1,566 ft^2) from an approximate elevation of 94.7 CGD, extending upwards up to 6.5 m. Part 2 is designated as *Parks and Open Space Areas*.
Other Conditions:	1. Purchaser shall accept the Closed Highway and the Easement Lands in "as is" condition and shall execute and deliver a release in favour of the City, in a form satisfactory to the City Solicitor, in respect of all loss, costs, damages, liability or actions relating to the environmental condition of the Closed Highway; 2. Purchaser shall obtain and deposit in the appropriate Land Registry Office, at its sole cost and expense, a reference plan of survey integrated with the Ontario Co-ordinate System, satisfactory to the City Surveyor, which delineates the boundaries of the Closed Highway, the Easement Lands and the Walkways as separate Parts thereon; 3. Purchaser and any subsequent owner of the adjoining development site to continue to maintain and repair the Walkways in perpetuity and provide an indemnity to the City against any claims related to the Walkways; 4. Purchaser to agree to amend the existing Section 37 Agreement relating to the site, in order to incorporate

the covenants outlined in paragraph 3, above;

5. Purchaser to provide, on closing, a title opinion confirming that the City is obtaining good and marketable title to the Walkways free and clear of any encumbrances, save and except for any permitted encumbrances, as determined by the City Solicitor and the General Manager of Parks, Forestry and Recreation;

6. City to grant temporary construction easements to the Purchaser over the lands shown as Parts 1 & 2 on Sketch No. PS-2008-081. Following construction, the easement lands to be returned to their original state, with a minimum soil depth of 1.8 metres, to the satisfaction of the General Manager of Parks, Forestry and Recreation;

7. Purchaser to ensure that access to the ice rink is maintained over the course of the construction period at all times to the satisfaction of the General Manager of Parks, Forestry and Recreation;

8. Purchaser to indemnify the City from any and all claims relating to the Purchaser's use or occupation of the Easement Lands;

9. Purchaser to pay the cost of registering the easement on title;

10. Purchaser to be responsible for obtaining the consent of any parties who have an existing interest in the Easement Lands, if applicable;

11. Purchaser shall accept such additional conditions as the Chief Corporate Officer or the City Solicitor may deem advisable in order to protect the interest of the City.