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

45 Strachan Avenue, 10 Ordnance Street, 11 and 25 Ordnance Street – Ward 19

BACKGROUND
Portions of the property were acquired separately and were not expropriated. They constitute the majority of a triangle of land located east of Strachan Avenue between two rail corridors. 45 Strachan is occupied Municipal Licensing and Standards. 11 Ordnance Street is operated by Eva's Phoenix as a shelter for homeless youth. 25 Ordnance is occupied partially by Eva's Phoenix and Clay and Paper Theatre, with the remainder of the building being vacant. 10 Ordnance Street is currently vacant. City Council declared this property surplus on October 24 and 25, 2011.

DETAILS OF PROPERTY
Legal Description Part of Lot 1, Plan D1453 described as Part 1 on Plan 63R-4800 (45 Strachan Avenue); Part of Lots 3 and 4, Plan D1453, described as Parts 1-3 on Plan 63R-4238; Parcel 13-3, Section A – Ordnance Reserve; Part of Plan Ordnance Reserve (known as Block 13, east of Strachan between the railways), described as Parts 1-5 on Plan 66R-15428 (10 Ordnance Street); Lots 5 and 6, Plan D1453 (11 and 25 Ordnance Street); shown as Parts 1-4 on Sketch PS-2011-031 (the "Sketch"), collectively (the "Property")
Approximate Site Area 24,313 m² (6 acres)

TERMS AND CONDITIONS OF TRANSFER
The terms and conditions for the transfer of this Property will be reported directly to City Council at its meeting of November 29 and 30, 2011.
45 Strachan Avenue, 10 Ordnance Street, 11 and 25 Ordnance Street
Appendix 3

TERMS AND CONDITIONS FOR TRANSFER

South of Wilson Avenue, West of Tippett Road – Ward 10

BACKGROUND

The Property was acquired in the 1970's and developed as part of the road allowance of Wilson Avenue. The property abuts the north limit of 30 Tippett Road, which was approved for transfer to Build Toronto by City Council on November 30, and December 1-7, 2009 with the adoption of GM26.30. Build Toronto has requested that this property be transferred to consolidate with 30 Tippett Road.

DETAILS OF PROPERTY

Legal Description

Part of Block A, Plan 2246, Township of York, described as Part of Part 9, Plan RS-896, shown as Parts 4-9 on the draft reference plan included in this Appendix 3 (“the Plan”), subject to the reservation of an easement on and in Parts 4, 5, 7 and 8 for maintenance of the bridge and wall structure of the William R. Allen Expressway, an easement on and in Parts 5 and 8 for maintenance of underground municipal services, an easement on and in Parts 6 and 9 for maintenance of a retaining wall located on the eastern portion of Part 6, and the granting of an easement on and in Parts 7, 8, and 9 for an existing Enbridge gas main, (the "Property").

Approximate Site Area

467.6 m² (5,033 ft²)

TERMS AND CONDITIONS OF TRANSFER

1. Build Toronto will address the affordable housing interest in the 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:
   a. the Property is subject to Official Plan Employment Area E policies that encourage site improvements related to buffering;
   b. policies related to the airport flight path and related restrictions affecting the Property establish height limitations relative to the operational requirements of the Downsview airport runway;
   c. the City is retaining Part 10 for widening of the Wilson Avenue road allowance.

3. Title to the Property 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. a storm sewer running north-south along the westerly limit of the property will

Appendices 1 – 3 - Transfer of Properties to Build Toronto – Fourth Quarter 2011
require a 12 m easement for maintenance and access on and in Parts 5 and 8 on the Plan;
b. an easement for maintenance of the bridge and wall structure of the William R. Allen Expressway on and in Parts 4, 5, 7 and 8 on the Plan;
c. an easement for maintenance of a retaining wall located on the eastern portion of Part 6, on and in Parts 6 and 9 on the Plan;
d. an easement for an existing Enbridge gas main on and in Parts 7, 8, and 9 on the Plan; and
e. NY394139 – By-law 1732 to expropriate and acquire certain lands in connection with the Spadina Road Extension and related works;

South of Wilson Avenue, West of Tippett Road