

Appendix “A”
Terms and Conditions of Agreement of Purchase and Sale

Subject Property:	Portions of the Village Green Square (formerly Sufferance Road) adjacent to 2055 Kennedy Road (the “Highway”)
Legal Description:	Part of PIN 06164-0196(LT) Part of Sufferance Road, being part of Lot 28, Concession 2, designated as Parts 1 and 2 on Plan 66R-23565 and shown as Parts 1 and 3 on Sketch No. PS-2006-092b.
Purchaser:	Metrogate Inc. (“Metrogate”)
Recommended Sale Price:	\$120,000.00
Deposit:	\$12,000.00
Balance:	Cash or certified cheque on closing, subject to the usual adjustments
Irrevocable Date:	May 23, 2008
Closing Date:	45 days following enactment of the by-law permanently closing the Highway as a public highway. In the event that (i) Council has not enacted the closing by-law on or before July 31, 2009 ; or (ii) prior to July 31, 2009, Council has considered the proposed closing by-law and has decided not to enact it, the Agreement of Purchase and Sale shall be at an end and the deposit returned to Metrogate.
Lane Closing Requirements and Sale Conditions:	<ol style="list-style-type: none">1. Metrogate to represent and warrant that it is the sole registered owner of the lands abutting the Highway and that it shall be the sole registered owner of such lands on closing, failing which the agreement of purchase and sale shall be at an end and the deposit returned to Metrogate;2. Metrogate shall accept the Highway in “as is” condition and, on closing 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 Highway;3. Metrogate shall indemnify the City against all loss, costs, damages or actions, including injurious affection claims, resulting from the closure of the

Highway as a public highway;

4. Metrogate shall pay all out-of-pocket expenses that may be incurred by the City as a result of the closure and sale of the Highway and Metrogate shall pay the cost of registering the closing by-law and any other documents necessary or incidental to the closure and sale;
5. Metrogate 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 Highway as one or more separate Parts thereon;
6. The Application for Subdivision Approval No. 186915 ESC 40 SB, has received Draft Plan Approval from the Chief Planner, and no appeals have been filed under subsection 51(39) of the Planning Act and the Purchaser has delivered written notice thereof to the City hereunder; and
7. Metrogate shall comply with such other terms and conditions as the City Solicitor and the General Manager of Transportation Services may deem advisable to protect the City's interests.