

**Appendix “A”  
Terms and Conditions of Offer to Purchase**

Subject Property:	A portion of Musgrave Street at Dengate Road (the “Highway”)
Legal Description:	Part of PIN 21013-0252(LT) Part of Musgrave Street on Plan 762E , as approximately shown as Part 2 and 3 on Sketch No. PS-2008-075.
Purchaser:	Ambercroft Construction Ltd. (“Ambercroft”)
Purchase Price:	\$34,000.00, satisfied by way of lands previously conveyed to the City pursuant to a Section 37 Agreement for Park purposes.
Deposit:	N/A
Irrevocable Date:	August 22, 2008
Closing Date:	45 days following enactment of the by-law permanently closing the Highway as a public highway. In the event that <b>(i)</b> Council has not enacted the closing by-law on or before December 31, 2009 ; or <b>(ii)</b> prior to December 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 Ambercroft.
Lane Closing Requirements and Sale Conditions:	<ol style="list-style-type: none"><li>1. Ambercroft 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;</li><li>2. Ambercroft 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;</li><li>3. Ambercroft shall accept title to the Highway subject to an easement in favour of Toronto Hydro;</li></ol>

4. Ambercroft 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;
5. Ambercroft 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 Ambercroft shall pay the cost of registering the closing by-law and any other documents necessary or incidental to the closure and sale;
6. Ambercroft 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;
7. Ambercroft 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.