

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

Property:	Un-opened portion of Mill Street, extending east of Overend Street
Legal Description:	Part of Front Street, Plan 108, Toronto (a.k.a. Mill Street), lying east of Lot 12, RCP 12161, and shown as Part 1 on Sketch No. PS-2004-001 (the “Highway”)
Purchaser:	The Canadian National Railway Company (“CN”)
Recommended Sale Price:	\$191,000.00
Payment Method:	Cash or certified cheque on closing, subject to the usual adjustments
Closing Date:	30 days following enactment of the by-law permanently closing the Highway as a public highway, or at such earlier or later date agreed upon. In the event that (i) Council has not enacted the closing by-law on or before July 1, 2010; or (ii) prior to July 1, 2010, 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 CN
Closing Requirements and Sale Conditions:	<ol style="list-style-type: none"><li>1. CN shall pay market value for the Highway, determined to be \$191,000.00</li><li>2. CN 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. CN shall accept title to the Highway subject to easements in favour of the City, Allstream, Group Telecom and any other affected utility companies;</li><li>4. CN 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 lane;</li><li>5. CN shall pay all out-of-pocket expenses that may</li></ol>

be incurred by the City as a result of the closure and sale of the Highway and CN shall pay the cost of registering the closing by-law and any other documents necessary or incidental to the closure and sale;

6. CN 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;
7. CN 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.