

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

Terms	
(1) Parties Involved:	Toronto District School Board & Muki Baum Treatment Centre
(2) Property:	111 Anthony Road & Adjacent Closed Highway
(3) Legal description:	Part of Block A and an unnamed street on Plan 3829, also shown as Parts 1, 2, 3 & 4 on Sketch No. PS-2011-100
(4) Lot Size to be purchased by the City: Lot Size to be sold by the City:	1.0 hectares (2.47 acres) 751.0 m ² (8,083.7 ft ² or 0.186 acres)
(5) Acquisition Cost:	The acquisition is through an exchange and cash 1) Land exchange for the Closed Highway 2) The release of any interest the City may have in Part 2 pursuant to the old deed. 3) \$700,000
(6) Irrevocable date:	20 days after owner's execution of Offer to Sell
(7) Due diligence period:	30 days following City's acceptance of Offer to Sell
(8) Closing date:	60 days following City's acceptance of Offer
(9) Conditions:	Satisfactory results of due diligence inquiries. The purchase will be subject to: 1) The City granting an option in favour of Muki Baum to enter into a shared use agreement with the City that would permit Muki Baum use of the City-owned lands for the purpose of constructing, managing and operating landscaped green space, including the installation of a sensory garden. Muki Baum's students and staff would have use of the open space during school hours. The open space would be available for community use during non-school hours. 2) The option may be exercised within five years following closing of the land exchange transaction or such longer period as may be agreed to by the General Manager of Parks, Forestry and Recreation. 3) The shared use agreement shall continue for the lesser of 50 years, or until the adjoining property is no longer owned or occupied by Muki Baum. 4) The shared use agreement shall be at nominal consideration, provided that Muki Baum shall assume the costs of ongoing management, maintenance and operation of the property, and

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	<p>shall allow for community use of the open space located on the adjoining lands owned by Muki Baum when such space is not otherwise required for its own programs.</p> <p>5) Satisfactory result of the Phase I ESA, which demonstrates that the soil is clean to the residential/parkland MOE requirements.</p> <p>6) Muki Baum shall accept the Closed 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 Closed Highway.</p> <p>7) Muki Baum shall indemnify the City against all loss, costs, damages or actions including injurious affection claims, resulting from the sale of the Closed Highway.</p> <p>8) Muki Baum shall pay all out-of-pocket expenses that may be incurred by the City as a result of the sale of the Closed Highway and Muki Baum shall pay the cost any other documents necessary or incidental to the sale.</p> <p>9) Muki Baum 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.</p> <p>10) Muki Baum shall comply with such other terms and conditions as the City Solicitor and the General Manager of Parks, Forestry & Recreation may deem advisable to protect the City's interests.</p>