

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

Subject Property:	Public lane between Elizabeth Street and Bay Street running north of Elm Street
Legal Description:	Unnamed lane on Plan 60 (aka Barnaby Place) north of Elm Street abutting Lot 25 (the “Lane”)
Purchaser:	Hospital for Sick Children (“HSC”)
Recommended Sale Price:	\$900,000.00
Recommended Deposit:	\$90,000.00
Balance:	Cash or certified cheque on closing, subject to the usual adjustments
Closing Date:	30 days following enactment of the by-law permanently closing the Lane as a public lane, or at such earlier or later date agreed upon. In the event that <b>(i)</b> Council has not enacted the closing by-law on or before July 1, 2010; or <b>(ii)</b> 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 HSC.
Lane Closing Requirements and Sale Conditions:	<ol style="list-style-type: none"><li>1. HSC to represent and warrant that it is the sole registered owner of the lands abutting the Lane 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. HSC shall accept the Lane 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 Lane;</li><li>3. HSC shall accept title to the Lane subject to easements in favour of Enwave Energy Corporation and any other affected utility companies;</li></ol>

4. HSC shall indemnify the City against all loss, costs, damages or actions including injurious affection claims, resulting from the closure of the Lane as a public lane;
5. HSC shall pay all out-of-pocket expenses that may be incurred by the City as a result of the closure and sale of the Lane and HSC shall pay the cost of registering the closing by-law and any other documents necessary or incidental to the closure and sale;
6. HSC 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 Lane as one or more separate Parts thereon;
7. HSC 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.