

Attachment 7

Summary of Legal Instruments To Restrict the Use and Sale of the Airspace

Legal Instruments

Wesgroup would be the owner of the airspace parcel; all agreements related to the procurement, ongoing maintenance and decommissioning of the bridge at end of life would be registered on the airspace parcel. At the end-of-life, Wesgroup (as the owner) would be responsible for all costs related to removal and decommissioning the bridge. Once the bridge has been removed, the City would have the option to purchase the airspace back at a nominal cost of \$1.

Registration of a number of legal instruments would be required as a condition of sale to restrict the use of the Keary Street airspace to a publicly accessible bridge. These agreements ensure that the City's airspace cannot be used for any other purpose than a public connection to the hospital and if that connection is removed, the airspace would be returned to the City. These agreements include:

1. A Section 219 covenant registered on both Building 8 and the airspace parcel which prohibits the separate transfer of these two lots. This will ensure that the owner of Building 8 and the airspace parcel are the same should Building 8 be sold in the future, thereby securing the fulfillment of airspace parcel obligations against the owner of Building 8.
2. A Section 219 covenant registered on the airspace parcel which would include a number of conditions to secure the City's objectives including:
 - Limit the permitted use to a publicly accessible bridge;
 - Ongoing maintenance of the bridge and accessible route of travel within between the entry and bridge within Building 8;
 - Restrict any opportunity for monetization of the bridge corridor;
 - Removal of the bridge by the owner of Building 8 only once the bridge has reached end of life, or if the bridge is no longer structurally sound and poses a danger to the public;
 - Require sufficient wayfinding and signage to be installed to direct pedestrians to the hospital emergency department once public access through the bridge is closed for the day.
 - Require at least one elevator be working at all times to ensure universally accessibility from the ground level lobby to the bridge.
 - Allow the City to complete any necessary work, at the owners expense, where it is not being completed adequately.
3. A Statutory Right of Way to secure City and public access through the relevant areas within Building 8 and the bridge.

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4. An option for the City to re-purchase the airspace at a nominal cost of \$1, exercisable once the bridge is removed.