



Council Minutes

2nd Meeting of City Council
January 23, 2024, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman, K. Dickins, D. MacRae, S. Mathers, H. McNeely, J. Paradis, T. Pollitt, A. Rammeloo, M. Schulthess, E. Skalski, C. Smith, J. Taylor, B. Warner

Remote Attendance: A. Dunbar, E. Hunt, K. Murray, L. Stewart, R. Wilcox

The meeting is called to order at 1:02 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Franke disclosed a pecuniary interest related to Council In Closed Session, the 2nd Report of Council in Closed Session, and Added Bill No. 44, by indicating that her spouse is employed by the Thames Valley District School Board.

2. Recognitions

2.1 2024 Mayor's New Year's Honour List

His Worship the Mayor recognizes the contributions made to London by the following citizens who were named to the 2024 Mayor's New Year's Honour List in the following categories: Jennifer Williams (Accessibility); Don Pollock (Age Friendly); Audrey Cooper (Arts); Bill Brady (Distinguished Londoner); Evelyn Chertkow (Distinguished Londoner); Brian Harris (Distinguished Londoner); Sheilah Hogarth (Distinguished Londoner); Youth Coalition Combating Islamophobia (Distinguished Londoner); Rumina Morris (Diversity and Race Relations); Diane Szoller (Environment); Jason Hick (Heritage); Jenna Rose Sands (Humanitarianism); Jamie Walls (Safety and Crime Prevention); Vito Frijia (Sports).

At 1:32 PM, Councillor P. Van Meerbergen leaves the meeting.

At 1:36 PM, Councillor P. Van Meerbergen joins the meeting.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: P. Cuddy

Seconded by: C. Rahman

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the proposed or pending lease of land by the municipality,

including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/2/CSC)

4.2 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/2/CSC)

4.3 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/2/CSC)

4.4 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/2/CSC)

4.5 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/2/CSC)

4.6 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.6/2/CSC)

4.7 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.7/2/CSC)

4.8 Security of Property

A matter pertaining to the security of the property of the municipality or local board, including communications necessary for that purpose. Disclosing information related to the locations of data centres and key telecommunication interconnection sites to the public could be misused by a bad actor as part of a cyber threat campaign against corporate systems, data, and public services. (6.8/2/CSC)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

That Council convenes In Closed Session, from 1:37 PM to 1:51 PM.

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

5.1 1st Meeting Held on December 19, 2023

Motion made by: H. McAlister

Seconded by: P. Cuddy

That the Minutes of the 1st Meeting of the Municipal Council, held on December 19, 2023 BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: Mayor J. Morgan

Seconded by: E. Pelozza

That the following actions be taken with respect to the Ontario Ombudsman's report regarding a complaint about a gathering held by members of the Community and Protective Services Committee of the City of London on March 21, 2023:

- a) the report of the Ontario Ombudsman, dated January 2024, BE RECEIVED;
- b) the Municipal Council BE REMINDED that they shall diligently comply with their obligations under the *Municipal Act, 2001* including review of applicable open meeting rules; and
- c) the City Clerk BE DIRECTED to provide a reminder to all elected officials related to quorum and relevant open meeting provisions within the *Municipal Act, 2001*.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

At 2:00 PM, His Worship Mayor J. Morgan, places Councillor S. Lewis in the Chair.

At 2:07 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: E. Pelozza

Seconded by: S. Lewis

That the following communications BE RECEIVED, and BE REFERRED as noted on the Added Agenda:

6.2 Application - Issuance of Proclamation - World Thinking Day

1. T. Palacio, Provincial Projects Administrative Assistant - Ontario, Girl Guides of Canada, Ontario Council

6.3 Deputy Mayor S. Lewis, Councillor P. Cuddy and Mayor J. Morgan - Municipal Options to Limit or Prevent Renovictions

1. J. Thompson, Executive Director, Life Spin

6.4 Byron Legion Monument Donation to Springbank Park

1. Deputy Mayor S. Lewis and Councillor A. Hopkins

6.5 150 King Edward Avenue (Z-9670)

1. Fr. P. Antony, Vicar, St. Mary's Catholic Church
2. R. Jose

6.6 Green Development Standards

1. R. Bareng
2. H. L. Glousher
3. S. Soufan
4. E. Blokker
5. A. Saad
6. S. Bhaiyat
7. A. Sherazi
8. L. King
9. (ADDED) P. Kramer
10. (ADDED) D. Butler
11. (ADDED) S. Luisi, Bumble Bee Gardens
12. (ADDED) B. Morrison, M. A. Hodge, Climate Action London

6.7 2598-2624 Woodhull Road (Z-9673) / 1982 Commissioners Road East (Z-9668) / 3810-3814 Colonel Talbot Road (Z-9671) / 3637 Colonel Talbot Road (Z-9664)

1. A. Johnson

6.8 (ADDED) Mayor J. Morgan - Deputy Mayor and Budget Chair Positions

1. (ADDED) B. Brock

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 2nd Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 2nd Report of the Corporate Services Committee BE APPROVED, with the exception of items 13 (4.1) and item 14 (5.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: H. McAlister

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Argyle Business Improvement Association 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 22)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Argyle Business Improvement Association:

- a) the Argyle Business Improvement Association proposed 2024 budget submission in the amount of \$493,000 BE APPROVED as outlined in Schedule “A”, as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Argyle Business Improvement Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$315,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law A.-6873-292 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule “C”, with respect to Municipal Special Levy for the Argyle Business Improvement Association BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

3. (2.2) Hamilton Road Business Improvement Area 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 23)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hamilton Road Business Improvement Area:

- a) the Hamilton Road Business Improvement Area proposed 2024 budget submission in the amount of \$354,592 BE APPROVED as outlined in Schedule “A” of the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Hamilton

Road Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$70,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law C.P.-1528-486 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and

d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule "C", with respect to Municipal Special Levy for the Hamilton Road Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

4. (2.3) Hyde Park Business Improvement Association 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 24)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hyde Park Business Improvement Association:

a) the Hyde Park Business Improvement Association proposed 2024 budget submission in the amount of \$740,869 BE APPROVED as outlined in Schedule "A" as appended to the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Hyde Park Business Improvement Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$599,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1519-490 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and

d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule "C", with respect to Municipal Special Levy for the Hyde Park Business Improvement Association BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

5. (2.4) London Downtown Business Association 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 25)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the London Downtown Business Association:

a) the London Downtown Business Association proposed 2024 budget submission in the amount of \$3,010,227 BE APPROVED as outlined in Schedule "A", as appended to the staff report;

- b) the amount to be raised by the Corporation of the City of London for the 2024 fiscal year for the purposes of the London Downtown Business Association and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$2,050,227;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule “C”, with respect to Municipal Special Levy for the London Downtown Business Association BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

- 6. (2.5) Old East Village Business Improvement Area 2024 Proposed Budget – Municipal Special Levy (Relates to Bill No. 26)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Old East Village Business Improvement Area:

- a) the Old East Village Business Improvement Area proposed 2024 budget submission in the amount of \$656,100 BE APPROVED as outlined in Schedule “A”, as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2024 fiscal year for the purposes of the Old East Village Business Improvement Area and pursuant to subsection 208(1) of the Municipal Act, 2001 BE FIXED at \$42,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the Municipal Act, 2001; and
- d) the proposed by-law as appended to the staff report dated January 15, 2024 as Schedule “C”, with respect to Municipal Special Levy for the Old East Village Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024.

Motion Passed

- 7. (2.6) Corporate Asset Management System Contract Amendment – Brightly Software Canada Inc. (Relates to Bill No. 27)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Corporate Asset Management (CAM) Software System:

a) the proposed by-law as appended to the staff report January 15, 2024 BE INTRODUCED at the Municipal Council Meeting to be held on January 23, 2024 to:

i) approve the amending agreement between The Corporation of the City of London and Brightly Software Canada Inc. to provide for ongoing license and support fees for the Corporate Asset Management Computer System (the “ Amending Agreement”);

ii) authorize the Mayor and Clerk to execute the Amending Agreement;

iii) delegate to the Deputy City Manager, Finance Supports the authority to approve future amending agreements to continue the Corporate Asset Management Computer System; and

iv) authorize the Mayor and the Clerk to execute amending agreements approved by the Deputy City Manager, Finance Supports;

it being noted that the Amending Agreement will provide for license and support fees for the Corporate Asset Management Computer System at the price of \$116,905 + HST for the year 2024 with an increase of 3% annually for the remaining four years (2025, 2026, 2027, & 2028) of the contract in accordance with Schedule "B" – item 6 of the Procurement of Goods and Services Policy.

Motion Passed

8. (2.7) Single Source SS-2023-350 City Hall Campus Cooling Tower and Controls Replacement

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the procurement of a replacement cooling tower and controls for City Hall and Centennial Hall (Single Source # SS-2023-350):

a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, the Civic Administration BE AUTHORIZED to engage Enwave Energy (London District Energy) to supply and install a cooling tower and controls compatible with the existing distribution system;

b) the financing for this project BE APPROVED as outlined in the Source of Financing as appended to the staff report dated January 15, 2024 as Appendix “A”; and

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in part a).

Motion Passed

9. (2.8) City Hall Front Entrance Canopy Repairs and Remediation

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the City Manager, the report dated January 15, 2024, “City Hall Front Canopy Repairs and Remediation” BE RECEIVED for information.

Motion Passed

10. (2.9) Assessment Growth for 2024, Changes in Taxable Phase-in Values, and Shifts in Taxation as a Result of Reassessments

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated January 15, 2024, "Assessment Growth for 2024, Changes in Taxable Phase-in Values, and Shifts in Taxation as a Result of Reassessments" BE RECEIVED for information purposes;

it being noted that the Corporate Services Committee received a communication dated January 11, 2023 from C. Butler with respect to this matter.

Motion Passed

11. (4.2) Application - Issuance of Proclamation - National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia

Motion made by: H. McAlister

That based on the application dated December 12, 2023 from Muslim Wellness Network, January 29, 2024 BE PROCLAIMED National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia.

Motion Passed

12. (4.3) Application - Issuance of Proclamation - Black History Month

Motion made by: H. McAlister

That based on the application dated December 12, 2023 from WeBridge Community Services, the month of February 2024 BE PROCLAIMED Black History Month.

Motion Passed

13. (4.1) Application - Issuance of Proclamation - World Thinking Day

Motion made by: C. Rahman

Seconded by: P. Cuddy

That based on the application dated December 5, 2023 from Girl Guides of Canada, February 22, 2024 BE PROCLAIMED World Thinking Day.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

14. (5.1) Request for Indemnification for a Judicial Review - Councillor S. Stevenson

Motion made by: H. McAlister

That the communication dated January 10, 2024 from Councillor S. Stevenson with respect to Indemnification for a Judicial Review BE RECEIVED and NO FURTHER ACTION BE TAKEN.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): S. Stevenson, S. Lehman, and S. Hillier

Motion Passed (12 to 3)

8.2 2nd Report of the Community and Protective Services Committee

Motion made by: E. Pelozza

That the 2nd Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelozza

That the following actions be taken with respect to the 1st Report of the Animal Welfare Community Advisory Committee, from its meeting held on December 7, 2023:

a) two Voyager Maxi 3 Panel Folding Tabletop Display Kit with PVC graphics and two carrying bags with green background BE PURCHASED for future bird friendly displays at various London Public Library locations; it being noted that the Animal Welfare Community Advisory Committee has sufficient funds in its 2023 Budget; and,

b) clauses 1.1, 3.1 to 3.3, 4.1, 5.1, 5.2 and 5.4 BE RECEIVED.

Motion Passed

3. (2.2) Single-Source Procurement SS-2024-001: Employment Services Case Management Software (Relates to Bill No. 29)

Motion made by: E. Pelozza

That on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated January 8, 2024, related to the implementation of case management software for London Regional Employment Services, it being noted that in accordance with Section 14.5 of the City of London's Procurement of Goods and Services Policy Single Source contract awards greater than \$50,000.00 require approval of City Council:

- a) a single source procurement in accordance with section 14.4(e) of the Procurement of Goods and Services Policy BE APPROVED to ESCASES INC. to provide licences for their case management solution at a cost of \$293,800.00 for a two-year term;
- b) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract;
- c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to:
 - i) approve the Service Agreement for the provision of case management software for service providers within the London Catchment Area ("Service Agreement") to be entered into between The Corporation of the City of London and ESCASES INC., as appended to the above-noted by-law;
 - ii) delegate the Deputy City Manager, Social and Health Development and the City Manager the authority and power to:
 - A) represent the City (City Representative) with respect to the above-noted Service Agreement;
 - B) execute the above-noted Agreement on behalf of the City of London;
 - C) approve and execute amending agreements and approve additional one-year terms to the above-noted Service Agreement that are consistent with the requirements contained in the Service Agreement and that do not require additional City of London funding; and,
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project. (2024-A03)

Motion Passed

4. (4.1) Byron Legion Monument Donation to Springbank Park

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated January 8, 2024, related to the proposed donation of Byron Monument to the City of London for Springbank Park per Sections 4.1a) and 4.2b) of the City of London Donation Policy:

- a) the donation of the Byron Monument and cash contribution of \$200,000 for installation and maintenance from the Byron-Springbank Legion Branch 533 (Monument Consortium) BE ACCEPTED IN PRINCIPLE; it being noted that the preliminary estimate of the total cost of the Byron Monument Project is \$400,000 to be fundraised by the Monument Consortium.
- b) that the above-noted acceptance BE CONDITIONAL upon the Corporation entering into a formal Agreement for the work to be

done related to the detailed design/fabrication, site placement, construction, ownership/maintenance of this Byron Monument donation at Springbank Park including a written valuation by an independent appraiser or other third-party supporting documentation to substantiate fair market value;

c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a formal Agreement related to the above-noted approval; and,

d) the Byron-Springbank Legion Branch 533 (Monument Consortium) BE THANKED for their generous donation;

it being noted that the communication, as appended to the Agenda and the verbal delegation from Reverend F. Mantz and E. Holder, with respect to this matter, were received. (2023-M12)

Motion Passed

5. (4.2) Deputy Mayor S. Lewis, Councillor P. Cuddy and Mayor J. Morgan - Municipal Options to Limit or Prevent Renovictions

Motion made by: E. Pelosa

That the following actions be taken with respect to Municipal Options to Limit or Prevent Renovictions:

a) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee (CPSC) with recommendations on a spectrum of municipal options to limit or prevent renovictions, including but not limited to amendments to or new municipal by-laws, policies and programs, by the end of Q3 of 2024;

b) the communications from Mayor Morgan, Deputy Mayor Lewis and Councillor Cuddy and Councillor Trosow, as appended to the Agenda and the Added Agenda BE RECEIVED and BE REFERRED to Civic Administration for consideration with respect to including the potential operational value of N12-N13 filing requirements in the report back; and,

c) the Civic Administration BE REQUESTED to include, in the report back, the feasibility and impact of extending the Residential Rental Unit Licence applicability beyond the current unit limit, to include the possible extension to all multi-unit residential dwellings of up to and including 4 storeys in height or less, and including those units contained in sub levels;

it being noted that this does not prevent the CPSC from considering additional motions around property standards compliance matters at a future meeting. (2023-C09)

Motion Passed

6. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Deferred Matters List, as at December 12, 2023, BE RECEIVED.

Motion Passed

8.3 2nd Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 2nd Report of the Civic Works Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Integrated Transportation Community Advisory Committee

Motion made by: A. Hopkins

That the 1st Report of the Integrated Transportation Community Advisory Committee, from its meeting held on December 14, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Sole Source Award: Acoustic Fibre Optic Monitoring Contract

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report, dated January 9, 2024, related to a Sole Source Award for an Acoustic Fibre Optic (AFO) Monitoring Contract:

a) the contract value for Pure Technologies Ltd. 300, 705-11 Avenue SW, Calgary, Alberta, T2R 0E3, BE APPROVED, in accordance with section 14.3 (c) of The Corporation of the City of London's Procurement of Goods and Services Policy, in the total amount of \$717,413.41 (excluding HST) for a four year period (2024-2027) to continuously monitor 15.86 km of the City's most critical watermains;

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-F17)

Motion Passed

4. (2.3) Appointment of Drainage Superintendent By-Law Update Under the Drainage Act (Relates to Bill No. 28)

Motion made by: A. Hopkins

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 9, 2024, related to the Appointment of a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990:

- a) Jessica Trela, C.E.T., BE APPOINTED to be named as the Drainage Superintendent for the City of London to carry out the duties imposed upon Jessica Trela pursuant to the Drainage Act, R.S.O. 1990;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17, and to repeal By-law No. A.-8287-224 entitled "A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any documents, if required, to give effect to these recommendations. (2023-C12)

Motion Passed

5. (2.4) Municipal Waste and Resource Materials Collection By-law Amendments (Relates to Bill No. 32)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the draft proposed by-law, as appended to the staff report, dated January 9, 2024, BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to amend the Municipal Waste and Resource Collection By-law (WM-12) to establish requirements for implementing a Green Bin Program and related collection program changes, including litter prevention. (2023-E07)

Motion Passed

6. (2.5) Contract Amendment: RFP 19-02 Recycling Collection Garbage and Yard Waste Collection

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated January 9, 2024, related to Contract Amendment RFP19-02 Recycling Collection Garbage and Yard Waste Collection:

- a) approval BE GIVEN to exercise the contract amendment provisions of section 20.3e of the Procurement of Goods and Services Policy for RFP 19-02 Recycling Collection Garbage and

Yard Waste Collection, for a cost exceeding the threshold limits outlined in section 20.3 (a) and (b);

b) the proposed amended price to change the frequency of collection of curbside Blue Box Program materials for an additional total annual cost of approximately \$650,000 more than the original price submitted by Miller Waste Systems Inc., BE ACCEPTED, it being noted that these additional costs are in the City's best interest in order to align the terms and conditions of the agreement that the City has with Circular Materials Ontario, the Producer Responsibility Organization that is paying the majority of Blue Box Program costs during the transition period (July 1, 2023 to December 31, 2025);

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract amendment; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required to give effect to these recommendations. (2023-F17/E07)

Motion Passed

7. (3.1) 1st and 2nd Reports of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 1st and 2nd Reports of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from the meetings held on December 6, 2023 and January 3, 2024, respectively:

a) with respect to the 1st Report of the ESACAC:

i) the ESACAC recommendations, as appended to the ESACAC Added Agenda, relating to the Yard and Lot Maintenance By-law BE FORWARDED to the Civic Administration for consideration; and,
ii) clauses 1.1, 2.1, 3.1 to 3.3, 5.1 and 5.2, BE RECEIVED;

b) with respect to the 2nd Report of the ESACAC:

i) the following actions be taken with respect to the Climate Action Change Sub-Committee recommendations with respect to the Multi-Year Budget Discussion:

A) the ~~attached~~, revised, draft Climate Action Sub-Committee recommendations BE FORWARDED to the Municipal Council Budget discussions for consideration; and,

B) it BE NOTED that the Environmental Stewardship and Action Community Advisory Committee held a discussion with respect to these matters; and,

ii) clauses 1.1, 1.2 and 3.1 BE RECEIVED;

it being noted that the verbal delegation from B. Samuels, Chair, ESACAC, with respect to this matter, was received.

Motion Passed

8. (5.1) Deferred Matters List

Motion made by: A. Hopkins

That the Deferred Matters List, as at December 12, 2023, BE RECEIVED.

Motion Passed

8.4 3rd Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 3rd Report of the Strategic Priorities and Policy Committee BE APPROVED, with the exception of items 4 (2.1) and 8 (4.4).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.2) 2023 Climate Emergency Action Plan Update Report

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the report regarding the 2023 Climate Emergency Action Plan Update BE RECEIVED for information.

Motion Passed

3. (2.3) 1st Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 1st Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on December 13, 2023 BE RECEIVED.

Motion Passed

5. (4.1) RBC Place London Board By-law Recommendations

Motion made by: S. Lewis

That the Civic Administration BE DIRECTED to bring forward to a future meeting of Municipal Council a by-law to incorporate the changes to the London Convention Centre Corporation By-law as requested in the communication dated December 18, 2023 from L.

Da Silva, CEO, RBC Place London, provided the changes are permissible under the City of London Act, 1992 and the *Municipal Act, 2001*.

Motion Passed

6. (4.2) London & Middlesex Community Housing

Motion made by: S. Lewis

That the following actions be taken with respect to the London and Middlesex Community Housing:

- a) the communications dated December 4, 2023 from P. Chisholm BE RECEIVED;
- b) the resignation of Shellie Chowns from London and Middlesex Community Housing Board of Directors BE ACCEPTED; and
- c) the term for Kathleen Savoy, Board of Director Tenant BE EXTENDED from December 31, 2024 to December 31, 2026;

it being noted that the usual manner to solicit applications for appointment for the position to London and Middlesex Community Housing Board of Directors has commenced, with applications to be brought forward to a future meeting of the Strategic Priorities and Policy Committee for consideration.

Motion Passed

7. (4.3) 2024-2027 Multi-Year Budget Draft Base Budget Amendments

Motion made by: S. Lewis

That, with respect to the 2024-2027 Multi-Year Budget Draft Base Budget Amendments, the following actions be taken:

- a) on the recommendation of the Deputy City Manager, Finance Supports, the report dated January 16, 2024 BE RECEIVED for information and the 2024-2027 Multi-Year Budget Draft Base Budget Amendments related to Tourism London (as appended to the staff report dated January 16, 2024 as Appendix "A") and Upper Thames River Conservation Authority (as appended to the staff report dated January 16, 2024 as Appendix "B" and "C") BE REFERRED to the Budget Committee deliberations on the 2024-2027 Multi-Year Budget;
- b) on the recommendation of the Chief of Police and Chair of the London Police Services Board, the Base Budget Adjustment form and revised Business Cases P-28, P-L8, P-57 and P-29 BE REFERRED to the Budget Committee deliberations on the 2024-2027 Multi-Year Budget; and
- c) on the recommendation of the CEO/General Manager of the Covent Garden Market, the revised Business Case P-66 BE REFERRED to the Budget Committee deliberations on the 2024-2027 Multi-Year Budget;

it being noted that the Strategic Priorities and Policy Committee

received a communication dated January 15, 2024 from AM Valastro with respect to the Police 2024-2027 multi-year budget.

Motion Passed

4. (2.1) Investing in Canada Infrastructure Program Public Transit Stream Funding Reallocation

Motion made by: S. Lewis

That on the recommendation of the Deputy City Manager, Environment and Infrastructure and the Deputy City Manager, Finance Supports, the following actions be taken regarding recent changes to the Investing in Canada Infrastructure Program (ICIP) Public Transit Stream (PTS) as communicated by the Ontario Ministry of Transportation (MTO):

- a) the MTO BE REQUESTED to remove Project ICIP-LON-08, Oxford Street / Wharncliffe Road Intersection Improvements from the current program and reallocate the decommitted funding to ICIP-LON-06, the Wellington Gateway project;
- b) the financial impacts associated with recommendation a) above (as summarized in Appendix "A" as appended to the staff report) BE RECEIVED for information, noting that these impacts are subject to approval of this request by MTO; and
- c) subject to approval by the MTO, the Civic Administration BE AUTHORIZED to take all actions necessary to implement the capital budget changes outlined in this report;

it being noted that the Mobility Master Plan (MMP) is considering corridor improvements in the area of Oxford Street and Wharncliffe Road and this funding reallocation will support improved infrastructure project integration.

Yeas: (9): Mayor J. Morgan, H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (6): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Motion Passed (9 to 6)

At 3:00 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 3:05 PM, His Worship Mayor J. Morgan resumes the Chair.

8. (4.4) Mayor J. Morgan - Deputy Mayor and Budget Chair Positions

Motion made by: S. Lewis

That, with respect to the Deputy Mayor and Budget Chair positions, the Civic Administration BE DIRECTED to undertake the necessary actions to implement the following:

- a) a pay increase of 12.5% to the annual base Councillor salary for the Deputy Mayor position effective January 2024;
- b) a pay increase of 12.5% to the annual base Councillor salary for the position of Budget Chair effective January 2024; and,
- c) the Governance Working Group BE DIRECTED to review this as part of its larger review of Remuneration for Elected Officials and

Appointed Citizen Members Policy on its Deferred Matters list, and provide any recommendations on further changes to the Strategic Priorities and Policy Committee in order to allow for implementation in the 2026-2030 term of Council;

it being noted that the communication dated January 8, 2024 from Mayor J. Morgan, with respect to this matter, was received.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelosa, and S. Hillier

Nays: (4): S. Trosow, C. Rahman, A. Hopkins, and D. Ferreira

Motion Passed (11 to 4)

8.5 2nd Report of the Planning and Environment Committee

Motion made by: S. Lewis

That the 2nd Report of the Planning and Environment Committee BE APPROVED, excluding item 11 (5.2).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Ecological Community Advisory Committee

Motion made by: S. Lewis

That the 1st Report of the Ecological Community Advisory Committee BE RECEIVED for information; it being noted that a verbal delegation from S. Levin, with respect to these matters, was received.

Motion Passed

3. (3.1) 1544 Dundas Street (Z-9671) (Relates to Bill No. 33)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 15370070 Canada Inc., c/o Zelinka Priamo Ltd., relating to the property located at 1544 Dundas Street, the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject

property FROM an Associated Shopping Area Commercial (ASA4) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1()) Zone;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with these matters:

- Litwinchuk, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Urban Corridor Place Type policies; and,
- the recommended amendment would permit a new land use that is considered appropriate within the surrounding context and will facilitate the reuse of the existing commercial building;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

4. (3.2) 2598-2624 Woodhull Road (Z-9673)

Motion made by: S. Lewis

That, the application by Brock Development Group Inc., (c/o Michelle Doornbosch), relating to the properties located at 2598-2624 Woodhull Road BE REFUSED for the following reasons:

- the property is too close to a significant woodland; and,
- the proposed application does not meet the City of London Environmental Management Guidelines;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated January 2, 2024, from Koscinski, Executive Director, Thames Talbot Land Trust;
- a communication dated January 5, 2024, from Gowanlock;
- a communication from R. Inculet; and,
- a communication from Inculet;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- Rail;

- Koscinski, Thames Talbot Land Trust;
- Inculet;
- Rau;
- Gowanlock;
- Inculet; and,
- Doornbosch, Brock Development Group Inc.;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

5. (3.3) 1982 Commissioners Road East (Z-9668) (Relates to Bill No. 34)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2804904 Ontario Inc., (c/o Siv-ik Planning & Design Inc.), relating to the property located at 1982 Commissioners Road East and part of 1964 Commissioners Road East:

a) the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Urban Reserve (UR4) and Urban Reserve Special Provision (UR4(7)) Zone TO a holding Residential R5 Special Provision (h*h-18*R5-7(_)) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

- i) design the side elevation of the corner units that are facing the driveway and the common amenity space with enhanced detail;
- ii) provide pedestrian connectivity through the proposed development to the public streets;
- iii) connect walkways directly from individual units of the 2 storey townhouses to Constance Avenue and Commissioners Road East, respectively;
- iv) provide enhanced tree planting; and,
- v) review short-term bicycle parking spaces allocated to the site for the townhouses;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- the project fact sheet from M. Davis, Siv-ik Planning/Design;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with these matters:

- M. Davis, Siv-ik Planning and Design;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates an infill development on an underutilized site and contributes to the range and mix of housing options within the area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

6. (3.4) 150 King Edward Avenue (Z-9670)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by (Eparchy of Mississauga), relating to the property located at 150 King Edward Avenue, the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Neighbourhood Shopping Area Special Provision (NAS3(3)) Zone and Residential R6 Special Provision (R6-5(80)) Zone TO a Neighbourhood Shopping Area Special Provision (NAS3(_)) Zone and Residential R6 Special Provision (R6-5(_)) Zone;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- a communication dated January 7, 2024, from V. Philip;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with these matters:

- S. Rasanu, Strik Baldinelli Moniz Ltd.;
- D. James;
- S. Thomas;
- J. Devassia;
- D. Matthew; and,
- L. Jimi;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Shopping Area Place Type and Key Directions; and,
- the recommended amendment facilitates the adaptive reuse of an existing building within the Built Area Boundary;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

7. (3.5) 3810-3814 Colonel Talbot Road (Z-9671)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Towns of Magnolia London Inc., relating to the properties located at 3810-3814 Colonel Talbot Road:

- a) the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "A" BE INTRODUCED at a future Council meeting, to amend the Southwest Area Plan (SWAP), for the City of London by ADDING a site-specific policy to the Lambeth Neighbourhood to allow a height of 6-storeys for one apartment building;
- b) the proposed by-law appended to the staff report dated January 9, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO a Holding Residential Special Provision R6 (h-17.h-67.h-89.R6-5(_)) Zone;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) provide a minimum ground floor height of 4.5m to give prominence to the base of the building and provide additional opportunities for increased glazing to activate the street and provide passive surveillance;
 - ii) provide street-orientation with the principal building entrance for the apartment building facing toward Colonel Talbot Road;
 - iii) ensure the width of the garages for the townhouse units does not exceed 50% of the individual unit width, and does not project beyond the front façade of the unit;
 - iv) reduce the amount of surface parking at-grade in favour of more underground parking to decrease the amount of impervious surfaces and provide opportunities for additional landscaping and amenity space;
 - v) review short-term bicycle parking spaces allocated to the site for the townhouses;
 - vi) locate the principal building entrance for the apartment building on the Colonel Talbot Road-facing façade and distinguish this entrance with a high degree of transparent glazing, signage, weather protection (canopies, awnings, etc.) and direct walkway

access to the street;

- vii) incorporate a high degree of bird-friendly glazing and architectural detail in the north and south elevations (side elevations) for the apartment building as these facades will be highly visible from Colonel Talbot Road;
- viii) incorporate 5% EV charger spaces for required parking spaces(roughed in or complete Level 1 or 2);
- ix) ensure 50% native plants, and no non-native species planted;
- x) provide enhanced tree planting due to significant healthy mature tree removals; and,
- xi) investigate opportunities for solar installation on apartment buildings;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with these matters:

- N. Dyjach, Strik Baldinelli Moniz Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment is consistent with the Southwest Area Secondary Plan, including the Lambeth Neighbourhood policies with the exception of height in which the site-specific policy refers to;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates an infill development on an underutilized site and contributes to the range and mix of housing options within the area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

8. (3.6) 3055 Dingman Drive/Roxburgh Road and 4313 Wellington Road (OZ-9665) (Relates to Bill No. 30)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Goal Ventures Inc. and Goal Ventures Southwest Inc., c/o KWA Site Development Consulting Inc., relating to the property located at 3055 Dingman Drive/Roxburgh Road and 4313 Wellington Road South:

a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024, to amend the Official Plan by ADDING a new policy to the Specific Policies for the Shopping Area Place Type AND AMENDING Map 7 – Special Policy Areas – of The London Plan by adding the subject site to the list of Specific Policy Areas;

b) the revised, ~~attached~~, proposed by-law as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on January 9, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Associated Shopping Area Commercial Special Provision (ASA3/ASA5/ASA6(3)/ASA7(1) /ASA8(11)) Zone TO an Associated Shopping Area Commercial Special Provision/ holding Light Industrial Special Provision (ASA3/ASA5/ASA6(3)/ ASA7(1)/ASA8(11)/h-55*h-212*LI1()) Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issue(s) through the site plan process:

- i) offer safe pedestrian connections within the public realm; and,
 - ii) provide a high-quality gateway image along Highway 401 East and Wellington Road South and enhanced landscaping along the gateway corridor shall be required in conformity with the policy framework of The London Plan and Southwest Area Secondary Plan;
 - iii) investigate EV charger spaces for required parking spaces (roughed in or complete Level 1 or 2);
 - iv) ensure 50% native plants, and no non-native species planted;
 - v) provide enhanced tree planting;
 - vi) investigate solar installation on industrial buildings; and,
 - vii) include bird friendly glazing on any glazing below 5 storeys;
- and,

d) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- a revised staff report page; and,
- a communication dated January 8, 2024, from J. Manocha, 401L Inc., and K. Papatia, 1787996 Ontario Inc.;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with these matters:

- R. Walker, KWA Site Development Consulting Inc.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Shopping Area Place Type, Criteria for Special Area Policies, and Key Directions;
- the recommended amendment facilitates the development of a site within the Wellington Road/ Highway 401 Neighbourhood of the

Southwest Area Secondary Plan; and,

- the recommended amendment facilitates a broader mix of uses on a serviced site within the urban growth boundary along the 401 Highway corridor;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

9. (3.7) 3637 Colonel Talbot Road (Z-9664)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by SOFCO Properties, relating to the property located at 3637 Colonel Talbot Road:

- a) the proposed revised, ~~attached~~, by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 23, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a holding Residential R1 (h-17*R1-16) Zone and Open Space (OS4) Zone TO a Residential R1 Special Provision (R1-14(_)) Zone, a Holding Residential R5 Special Provision (h-149*h-121*R5-2(_)) and Open Space (OS4) Zone;
- b) the requested Special Provisions to facilitate the construction of a new detached garage in the front yard in the R1-14 Zone BE APPROVED, including:
 - i) permitting accessory buildings in the form of detached garages in the front yard;
 - ii) permitting a front yard depth for garages of 4.5 metres whereas 8.0 metres is required; and,
 - iii) garage doors shall not face Colonel Talbot Road;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) planting as many replacement trees as possible on the subject lands; and,
 - ii) implementing the recommendations of the Environmental Impact Study; and,
- d) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law;

it being pointed out that the following individuals made a verbal presentation at the public participation meeting held in conjunction with these matters:

- N. Dyjach, Strik Baldinelli Moniz Ltd;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including but not limited to the Neighbourhoods Place Type, Open Space Place Type and Key Directions;
- the recommended amendment conforms to the Southwest Area Secondary Plan, including the Lambeth Neighbourhood policies; and,
- the recommended amendment facilitates the development of an underutilized site within the Urban Growth boundary with an appropriate form of infill development at the rear of an existing detached dwelling lot;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: S. Lewis

That the Deferred Matters List dated December 18, 2023 BE RECEIVED; it being noted that the Committee Clerk BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

Motion Passed

11. (5.2) Green Development Standards

Motion made by: S. Lewis

That the following actions be taken with respect to the Site Plan Control By-law and/or Zoning By-law:

- a) the Civic Administration BE DIRECTED to update by Q3 2024 the Site Plan Control By-law and/or Zoning By-law to include the following requirements:
 - i) 5% of the required parking spaces for buildings over 40 units be roughed in for EV charging;
 - ii) minimum 50% native species for landscaping, with no invasive species planted should be considered during plant selection criteria, and for staff to create a preferred list; and,
 - iii) short-term bicycle parking requirement at a rate of 0.1 space / unit for townhouse developments. Where feasible, bicycle parking should be centrally located to serve all units;
- b) the Civic Administration BE DIRECTED to include CSA A460 (bird friendly) standard in all city facilities building design standards;
- c) the CSA A460 standard BE USED as a reference by staff in building design and construction;
- d) the Civic Administration BE DIRECTED to review the legislative framework and municipal best practices to adopt a by-

law through section 97.1 of the Municipal Act to implement sustainable building construction features, including but not limited to, energy efficiency, water conservation and green roofs, and report back to Council with options and recommendations, including identifying any required Official Plan, Zoning By-law and Site Plan Control Bylaw amendments; and,

e) the Civic Administration BE DIRECTED to report back to Council within Q3 2024 with a short update regarding the scope and timeline of the Green Development Guidelines and Green Parking Lot Guidelines, and the above items;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- a communication dated January 9, 2024 from Ward 11 Councillor S. Franke and Deputy Mayor and Ward 2 Councillor;
- a communication dated January 4, 2024, from B. Morrison and M.A. Hodge, Climate Action London;
- a request for delegation status dated January 7, 2024, from M.A. Hodge, Climate Action London;
- a communication dated January 5, 2024, from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee and Coordinator, Bird Friendly London;
- a communication dated January 6, 2024, from T. and L. Nielsen, E. Power, N. Kuchmij, M.B. Blokker, J. Mazur, T. Bell, S. Miller, R. Kanu and L. Miller;
- a communication from J. Zaifman, CEO, London Home Builders' Association;
- a communication and a request for delegation status dated January 7, 2024, from L. Blumer;
- a communication dated January 8, 2024, from L. Derikx, Interim Executive Director, London Environmental Network; and,
- a communication dated January 8, 2024, from R. St. Pierre;

it being noted that the Planning and Environment Committee heard verbal presentations from M.A. Hodge, Climate Action London, L. Blumer and M. Wallace, London Development Institute, with respect to these matters;

it being noted that staff are encouraged to engage industry partners, utility companies and other relevant partners throughout this process.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 1)

At 3:35 PM, Councillor P. Van Meerbergen leaves the meeting.

At 3:36 PM, Councillor P. Van Meerbergen joins the meeting.

9. Added Reports

9.1 2nd Report of Council in Closed Session

Motion made by: C. Rahman

That clauses 1 and 5 of the 2nd Report of the Council, In Closed Session BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: C. Rahman

That clauses 2, 3, and 4 of the 2nd Report of the Council, In Closed Session BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (2): S. Stevenson, and P. Van Meerbergen

Motion Passed (13 to 2)

Motion made by: C. Rahman

That clause 6 of the 2nd Report of the Council, In Closed Session BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): S. Franke

Motion Passed (14 to 0)

That clauses 1-6 of the 2nd Report of the Council, In Closed Session, read as follows:

1. Lease and Contribution Agreement – City and HL General Partner Inc. – Telecommunications Equipment – 300-320 King Street

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of Deputy City Manager, Enterprise Supports, and the concurrence of Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to the Lease and Contribution Agreement for the lease of lands for the installation of new City of London telecommunications equipment located at 300-320 King Street, the Lease and Contribution Agreement between the City (the “Tenant”) and HL General Partner Inc. (the “Landlord”) attached as Appendix “A”, for the lease in respect of the Tenant’s right to construct, maintain, and operate of telecommunications infrastructure on a portion of the Lands (the “Building”) located at 300-320 King Street, for a term of approximately Ninety Nine (99) years commencing on the earlier of (i) the 2nd anniversary of the issuance of the building permit for the Building; or (ii) the first of the 4th month following completion of the Building shell, as determined by the professional engineer engaged by the Landlord for construction of the Building and terminating on May 31, 2123 (the “Expiry Date”) BE APPROVED, subject to renewal options.

2. Partial Property Acquisition – 1453, 1455 and 1457 Oxford Street East – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a partial acquisition of the properties located at 1453, 1455, 1457 Oxford Street East, further described as Parts 28, 29 and 31, Part of Lots 4 and 5, Plan 703, in the City of London, being part of PIN 08106-0015, PIN 08106-0016 and PIN 08106-0017, containing an area of approximately 879.69, 1373.08, and 1274.38 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the offer submitted by Paul-Marc Champagne (the Vendor), to sell the subject properties to the City, for the sum of \$310,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

3. Partial Property Acquisition – 1459 Oxford Street East – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a partial acquisition of the property located at 1459 Oxford Street East, further described as Part 27, Lot 68, Plan 19(C), in the City of London, being part of PIN 08106-0022, containing an area of approximately 1,199 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the offer submitted by Red Maple Properties Inc. (the Vendor), to sell the subject property to the City, for the sum of \$106,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

4. Settlement Agreement – 847 Highbury Avenue North – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the property located at 847 Highbury Avenue North, further described as Part Lot 9, Concession 1, in the City of London, being part of PIN 08290-0220, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the Agreement as to Compensation and Possession from 847 Highbury Inc. to settle the outstanding expropriation compensation to the property owner, for the total sum of \$250,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

5. Partial Property Acquisition – 2154 Richmond Street – Sunningdale Road Improvements Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on

the advice of the Director, Realty Services, with respect to the partial acquisition of a portion of property from 2154 Richmond Street, further described as Part of Lot 16, Concession 6 (Geographic Township of London) in the City of London, County of Middlesex, Designated as Part 2,3,4 and 5, Reference Plan 33R-21696, being Part of PIN 08145-0152, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Drewlo Holdings (the "Vendor"), to sell the subject property to the City, for the sum of \$504,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement, including a Temporary Easement Agreement, for a term of one year, for the sum of \$50,000.00, with the option to extend the term up to two times, each for a period of one year, for an additional total sum of \$50,000.00; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

6. Property Acquisition – 2835 Westminster Drive – Westminster Central Public School – London Police Service Operations

That, on the recommendation of the Deputy City Manager, Finance Supports, along with a resolution of the London Police Service Board, and on the advice of the Director, Realty Services, with respect to the surplus school property owned by the Thames Valley District School Board, located at 2835 Westminster Drive, legally described as Part Lot 15, Concession 5, as in 224251, subject to 124380 , 224251, in the City of London, formerly the geographic Township of Westminster, County of Middlesex, being all of PIN 08203-0010 (LT) (the "Property"), as shown on the location map attached as Appendix "B", the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Thames Valley District School Board (the "Vendor"), to sell the subject property to the City, for the sum of \$2,300,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement;
- b) the Amending Agreement, attached as Appendix "D" BE ACCEPTED; and
- c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

That progress was made with respect to items 4.7 and 4.8, as noted on the public agenda (6.7/2/CSC) and (6.8/2/CSC).

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: P. Cuddy
Seconded by: H. McAlister

That Introduction and First Reading of Bill No.19 to Bill No. 38 and Added Bill No.'s 39 and 43, excluding Bill No. 31, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins
Seconded by: D. Ferreira

That Second Reading of Bill No. 19 to Bill No. 38 and Added Bill No.'s 39 and 43, excluding Bill No. 31, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lehman
Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No. 19 to Bill No. 38 and Added Bill No.'s 39 and 43, excluding Bill No. 31, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: P. Cuddy
Seconded by: H. McAlister

That Introduction and First Reading of Bill No.31 and Added Bill No's. 40 to Bill No. 42, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): S. Stevenson, S. Trosow, and P. Van Meerbergen

Motion Passed (12 to 3)

Motion made by: D. Ferreira
Seconded by: S. Lehman

That Second Reading of Bill No.31 and Added Bill No.'s 40 to Bill No. 42, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): S. Stevenson, S. Trosow, and P. Van Meerbergen

Motion Passed (12 to 3)

Motion made by: P. Cuddy
Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.31 and Added Bill No.'s 40 to Bill No. 42, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): S. Stevenson, S. Trosow, and P. Van Meerbergen

Motion Passed (12 to 3)

Motion made by: P. Cuddy

Seconded by: D. Ferreira

That Introduction and First Reading of Added Bill No. 44, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): S. Franke

Motion Passed (14 to 0)

Motion made by: S. Stevenson

Seconded by: H. McAlister

That Second Reading of Added Bill No. 44, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): S. Franke

Motion Passed (14 to 0)

Motion made by: S. Lehman

Seconded by: H. McAlister

That Third Reading and Enactment of Added Bill No. 44, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): S. Franke

Motion Passed (14 to 0)

The following Bills are enacted as By-laws of The Corporation of the City of London:

Bill No. 19	By-law No. A.-8445-13 - A by-law to confirm the proceedings of the Council Meeting held on the 23rd day of January, 2024. (City Clerk)
Bill No. 20	By-law No. A.-8446-14 - A by-law to appoint Evelina Skalski as Deputy Clerk. (City Clerk)
Bill No. 21	By-law No. A.-8447-15 - A by-law to appoint deputies to the City Clerk. (City Clerk)
Bill No. 22	By-law No. A.-8448-16 - A by-law to raise the amount required for the purposes of the Argyle Business Improvement Association Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001. (2.1d/2/CSC)
Bill No. 23	By-law No. A.-8449-17 - A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001 (2.2d/2/CSC)
Bill No. 24	By-law No. A.-8450-18 - A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Association Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001 (2.3d/2/CSC)
Bill No. 25	By-law No. A.-8451-19 - A by-law to raise the amount required for the purposes of the London Downtown Business Improvement Area Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001. (2.4d/2/CSC)
Bill No. 26	By-law No. A.-8452-20 - A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2024 in accordance with section 208 of the Municipal Act, 2001 (2.5d/2/CSC)
Bill No. 27	By-law No. A.-8453-21 - A by-law to approve an Amending Agreement between The Corporation of the City of London and Brightly Software Canada Inc. to provide for the ongoing license and support fees for the Corporate Asset Management Computer System. (2.6/2/CSC)
Bill No. 28	By-law No. A.-8454-22 - A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17, and to repeal By-law No. A.-8287-224 entitled "A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990". (2.3/2/CWC)
Bill No. 29	By-law No. A.-8455-23 - A by-law to approve a Service Agreement for case management software between The Corporation of the City of London and ESCASES INC. (2.2/2/CPSC)
Bill No. 30	By-law No. C.P.-1512(cp)-24 - A by-law to amend the Official Plan the City of London, 2016 relating to 3055 Dingman Drive/Roxburgh Road and 4313 Wellington Road South. (3.6a/2/PEC)
Bill No. 31	By-law No. W.-5689(a)-25 - A by-law to amend by-law No. W.-5689-65, entitled, "A by-law to authorize Project RT1430-1B – Wellington Gateway – Land Rapid Transit." (Manager, Financial Planning and Policy)

Bill No. 32	By-law No. WM-12-24021 - A by-law to amend the Municipal Waste & Resources Collection By-law WM-12. (2.4/2/CWC)
Bill No. 33	By-law No. Z.-1-243170 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1544 Dundas Street. (3.1/2/PEC)
Bill No. 34	By-law No. Z.-1-243171 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1982 Commissioners Road East. (3.3/2/PEC)
Bill No. 35	By-law No. Z.-1-243172 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 150 King Edward Avenue. (3.4/2/PEC)
Bill No. 36	By-law No. Z.-1-243173 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3810-3814 Colonel Talbot Road. (3.5b/2/PEC)
Bill No. 37	By-law No. Z.-1-243174 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3055 Dingman Drive/Roxburgh Road & 4313 Wellington Road South. (3.6b/2/PEC)
Bill No. 38	By-law No. Z.-1-243175 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3637 Colonel Talbot Road. (3.7a/2/PEC)
Bill No. 39	By-law No. A.-8456-26 - A by-law to authorize and approve a Lease and Contribution Agreement between The Corporation of the City of London and HL General Partner Inc., for the lease in respect of the Tenant's right to construct, maintain, and operate of telecommunications infrastructure on a portion of the Lands (the "Building") located at 300-320 King Street. (6.1/2/CSC)
Bill No. 40	By-law No. A.-8457-27 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Paul-Marc Champagne, for the partial acquisition of the property located at 1453, 1455, 1457 Oxford Street East, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/2/CSC)
Bill No. 41	By-law No. A.-8458-28 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Red Maple Properties Inc., for the partial acquisition of the property located at 1459 Oxford Street East, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/2/CSC)
Bill No. 42	By-law No. A.-8459-29 - A by-law to authorize and approve an Agreement as to Compensation and Possession between The Corporation of the City of London and 847 Highbury Inc., for the properties rights expropriated from the property at 847 Highbury Avenue North, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/2/CSC)

Bill No. 43	By-law No. A.-8460-30 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Drewlo Holdings for the acquisition of a portion of the property located at 2154 Richmond Street, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/2/CSC)
Bill No. 44	By-law No. A.-8461-31 - A by-law to authorize and approve an Agreement of Purchase and Sale and an Amending Agreement between The Corporation of the City of London and Thames Valley District School Board, for the acquisition of property located at 2835 Westminster Drive, in the City of London, for the London Police Operations, and to authorize the Mayor and the City Clerk to execute the Agreements. (6.6/2/CSC)

14. Adjournment

Motion made by: H. McAlister
 Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 3:36 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Lease and Contribution Agreement

LEASE AND CONTRIBUTION AGREEMENT

THIS AGREEMENT made this 5th day of December 2023.

BETWEEN:

HL GENERAL PARTNER INC.

(the "**Landlord**")

and

THE CORPORATION OF THE CITY OF LONDON

(the "**Tenant**")

WHEREAS:

- A. The Landlord is the owner of the lands known municipally as 300-320 King Street, more particularly described as Part of Lot 4 and all of Lot 5, Crown Plan 30; London being part of PIN 08318-0046 (LT) located in the County of Middlesex, City of London, Province of Ontario (the "Lands");
- B. The Tenant is a municipality providing telecommunication services within the City of London exclusive for the Tenant's needs and requirements;
- C. The Landlord is in the process of applying for municipal approvals to permit the construction of a multi-storey building on the Lands (the "**Building**") and, as a condition of said approvals, the Tenant requires infrastructure to be installed on the roof of the Building to preserve the signal path for the City's existing telecommunications networks;
- D. The Landlord and the Tenant have agreed to enter into this Agreement to provide for the construction, maintenance and operation of telecommunications infrastructure on a portion of the Lands, including the Landlord's contribution to the costs of said works;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter provided and set out and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Grant**

- a. **Leased Premises:** The Landlord doth demise and lease unto the Tenant, its successors and assigns, the Leased Premises, as outlined in red and shown in the attached Schedule "A" (the "**Leased Premises**").
- b. The Lease Premises shall be used for the installation, operation, maintenance, repair and replacement of telecommunication equipment including a telecommunications tower(s), antenna(s), microwave pole(s), microwaves, computer equipment, repeaters, ice guards, and other appurtenant and ancillary equipment deemed necessary by the Tenant (the "**Asset**") together with the right to install servicing wires, racking, cabinets, fibre optic line(s), and cables related to the operation of the Asset inside the Building to connection points as reasonably required (the "**Wiring**") on the Land for the Tenant's sole and exclusive use (collectively the "**Tenant's Equipment**").
- c. The Landlord hereby grants to the Tenant, its successors and assigns, and its and their servants, agents, work people, contractors, access at all times to those parts of the Building and Lands, including the stairwells, roof area and common areas, as required by the Tenant to install and maintain the Tenant's Equipment and access the Leased Premises.
- d. If the Tenant performs its obligations under this Agreement, it may hold and use the Leased Premises without interference by the Landlord or any other person claiming by, through or under the Landlord, subject however to the covenants, terms and conditions of this Agreement. Notwithstanding the foregoing, the Landlord, or its employees or contractors, may enter and access the Leased Premises without prior notice to the Tenant for the purposes of undertaking normal operations, repairs, maintenance, and replacements of the Building which may include but not be limited to services for
-

Appendix A – Lease and Contribution Agreement Cont'd

2

mechanical, security, automation controls, plumbing, electrical, HVAC, utilities, and other services as required.

- e. It is agreed to by both parties that the Tenant's Equipment will be 100% owned and operated by the Tenant for the Tenant's exclusive use.

2. Term and Fee

- a. The term of this Agreement (the "**Term**") shall be for a period of approximately Ninety-Nine (99) Years, commencing on the earlier of:
- i. the 2nd year anniversary of the issuance of the building permit for the Building; or
 - ii. the first day of the 4th month following completion of the Building Shell, as determined by the professional engineer engaged by the Landlord for construction of the Building;

(the "**Commencement Date**") and terminating May 31, 2122 (the "**Expiry Date**"), subject to the renewal option contained in Section 2(e) below. For the purposes of this clause, the term "**Building Shell**" shall mean the building envelope consisting of the foundation, floors, structural framework, roof and roof systems, exterior walls, windows, and doors.

- b. The Tenant shall pay to the Landlord throughout the Term a lease rate (the "**Basic Fee**") of Five Dollars (\$5.00) per annum, being a net lease fee. Such Basic Fee shall be paid in advance, plus applicable taxes, without any deduction, abatement or set off and without demand on the first day or each anniversary year commencing from the Commencement Date.
- c. In addition to the Basic Fee, the Tenant shall pay the cost of the proportionate share of hydro used or consumed by the Tenant in respect of the Tenant's Equipment. The Landlord shall install a separate meter, at the Landlord's cost, for hydro used or consumed exclusively by the Tenant within the Leased Premises. All additional utilities required to service the Leased Premises shall be the sole responsibility of the Landlord, save and except internet services for the Tenant's Equipment. The Tenant shall install wiring for the purposes of providing separate and independent internet access to the Tenant's Equipment which shall form part of the Wiring.
- d. Except as required in this Section 2, the Tenant shall not be responsible to pay any further charges or fees in relation to the lease of the Leased Premises, including but not limited to additional utilities, common area expenses, property taxes or maintenance, repair, or other fees.
- e. **Option to Renew:** Provided the Tenant is not in default under this Agreement and the Tenant has provided not more than twelve (12) months and at least six (6) months written notice to the Landlord, then the Tenant shall have the right to renew this Agreement indefinitely for increments of five (5) years each (the "**Renewal Term**") upon the same terms and conditions herein except that the Basic Fee as part of any future Renewal Term shall be determined by the Landlord using a qualified Accredited Appraiser Canadian Institute (AACI) appraiser and using commercially acceptable principles for rental analysis for telecom users and lease principles. The valuation date for the appraisal shall be the date notice of renewal is provided by the Tenant for each Renewal Term and any costs of the appraisal will be the responsibility of the Landlord. Where the parties are unable to agree on the Basic Fee payable during the Renewal Term on or before the date that is sixty (60) days prior to the expiration of the Term the resolution of the issue shall be immediately referred to arbitration in accordance with Section 6 below.
- f. **Option for Early Termination of License Agreement – End of Tenant's Operational Needs:** During the initial Term of this agreement, if the Tenant no longer requires the Asset and Wiring for its operational needs to operate the Tenant's Equipment, then this lease agreement may be terminated by the Tenant upon sixty (60) days' written notice to the Landlord. The Tenant agrees to remove all of the Tenant's Equipment, except for any ducts used for Wiring, within one (1) year of providing the termination notice herein (the "Removal").

In the event the Removal is not completed within the specified time period above, all or any part of the Tenant's Equipment belonging to the Tenant, shall, if the Landlord so elects, be deemed abandoned and become the property of the Landlord without

Appendix A – Lease and Contribution Agreement Cont'd

compensation to the Tenant. If the Landlord shall not so elect, the Landlord may remove the Tenant's Equipment from the Leased Premises and charge the Tenant for all costs with the Removal. The Tenant shall save the Landlord harmless from all damage caused by such Removal. This condition shall survive beyond the length of the agreement herein or other agreement granted thereof.

3. Terms and Conditions of Use

- a. The Tenant shall install the Tenant's Equipment. The location, size, compatibility, design, colour, material, type and method of installation of the Tenant's Equipment and the plans and specifications related thereto, shall be subject to the prior written approval of the Landlord acting reasonably in accordance with standard municipal approvals. All work shall be subject to the reasonable supervision of the Landlord or its agents or contractors, and all access to the Leased Premises shall be during normal business hours only.
- b. The Landlord agrees that a mechanical room shall be located on the top floor of the Building, more particularly described in Schedule "B" (the "**Mechanical Room**"). With respect to the Mechanical Room, the Landlord and Tenant agree as follows:
 - i. The Landlord agrees and shall provide the Tenant with access to a locked and secure portion of the Mechanical Room (the "**Secured Portion**") for the duration of the Term and extensions thereof for the purposes of operating the Tenant's Equipment. The dimensions of the Secured Portion shall be mutually agreed upon by the Landlord and Tenant, acting reasonably.
 - ii. The Landlord agrees, at the Landlord cost, to partition the Secured Portion from the remainder of the Mechanical Room in order to provide the Tenant with exclusive use to the Secured Portion. The partitioned Secured Portion shall form part of the Leased Premises, and the Tenant shall be permitted to control entry and prohibit access to the Secured Portion from other uses within the Mechanical Room. The Landlord shall provide the Tenant with unrestricted access to the Mechanical Room for the sole purpose of accessing the Secured Portion.
 - iii. The Mechanical Room shall be equipped to provide appropriate HVAC for ventilation, heat, hydro, and fire safety systems, at the Landlord's cost, to the Secured Portion.
 - iv. Notwithstanding clause 1d above, the Landlord may access the Secured Portion, for the purposes of performing maintenance and repairs to the systems of the Building, upon providing the Tenant with no less than seventy-two (72) hours' prior written notice. The Tenant is permitted to have a representative be present during any work undertaken by the Landlord's contractors in the Secured Portion.
- c. The Landlord agrees to provide the Tenant the one-time total amount of Three Hundred Thousand Dollars CDN (\$300,000.00), inclusive of all taxes, payable prior to building permit issuance for the Building, to be contributed towards the construction, operation and maintenance of the Tenant's Equipment as follows (the "**Landlord Contribution**").
 - i. All costs related to the engineering, design, testing, procurement, construction, and installation costs of the Tenant's Equipment within the Leased Premises which may include any and all costs associated with the modifications, temporary or permanent, necessary for the Tenant's Equipment, including any fibre optic line(s) connections within the Leased Premises and other current Tenant location(s).

Both parties agree that there is no reimbursement eligibility for the amount allocated for the Landlord Contribution amount specified herein.

- d. Notwithstanding the above, the Landlord will install on the roof top a shared and appropriate Back-Up Generator, owned and operated by the Landlord, as part of the overall condition of this Agreement. The Tenant hereby has a non-exclusive right to connect to the Back-Up Generator. The Back-Up Generator shall be installed by the Landlord (the "**In-Service Date**") within Twelve Months (12) months of the earlier of (a) the Building being fully built and operational by the Landlord, or (b) mutual agreement between the Landlord and Tenant on the fuel source type and design of the Back-Up generator. Further repairs and replacements of the Back-Up Generator and associated equipment are at the sole cost and expense of the Landlord.
-

- e. The Tenant, at its sole cost and expense, agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction. The Tenant also agrees to comply with the building rules by the Landlord as adopted and amended by the Landlord from time to time, and will cause its agents, employees, invitees and visitors to do so. Notwithstanding the above, the Landlord agrees that access to the Leased Premises shall not be restricted at any time during an emergency.
- f. The Landlord agrees to provide the Tenant or its agents, employees, invitees, and visitors temporary free parking during any short-term period for the duration of the Term which is in direct connection with the Tenant's Equipment and terms and conditions granted in this Agreement.
- g. The Tenant agrees to provide the Landlord written notice of any future enhancements, modifications, and changes to the Tenant's Asset, Wiring, and Tenant's Equipment. Both parties agree that the Tenant's Equipment may periodically change from time to time during the Term and extensions thereof. The Tenant further agrees to ensure the following (a) any and all work in connection with the Tenant's Asset, Wiring, and Tenant's Equipment undertaken by the Tenant will be performed in a manner to minimize disruption to the Landlord's business, and to any tenants or occupants in the Building, as much as reasonably possible; (b) any changes being made by the Tenant that have a reasonable likelihood to impact the building systems shall require appropriate supervision or inspection by the Landlord during installation; and (c) Any damage caused by the Tenant to the Building during any repairs or replacement of the Tenant's Asset, Wiring, and Tenant's Equipment, shall be repaired by the Tenant at their sole cost and to the satisfaction of the Landlord, acting reasonably.
- h. If the presence and operation of new or additional equipment installed by another telecom service provider (Bell, Rogers, Telus etc.) with the permission of the Landlord interferes with the business or operation of the Tenant's Equipment, then the Landlord shall ensure the party with the interfering equipment shall, within five (5) days after the Landlord's receipt of a request from the Tenant, correct such interference as soon as possible but not more than five (5) days after receiving written notice of such interference. In the event it is not feasible to correct such interference within the five (5) days, the Landlord shall provide periodic updates to the Tenant as to the status of the efforts to correct such interference. If the party is not able to rectify the problem at the original location but is able to rectify the problem by moving its equipment to another available location on the Lands, the Landlord will be required to direct the party with the interfering equipment to relocate the interfering equipment without any costs borne by the Tenant. Notwithstanding the provision herein, the Landlord agrees to provide the Tenant Sixty (60) calendar day notice of any new equipment being installed by telecom service provider(s) in the Building.
- i. The Tenant agrees to maintain the Tenant's Equipment in a clean, attractive condition and in good repair and will not commit or allow any waste to be committed within any portion of the Leased Premises.
- j. The Landlord agrees to provide reasonable security at all times during the Term of this Agreement such as card access, cameras, security monitoring, and alarm systems to protect the overall safety and integrity of the Leased Premises which includes the Tenant's Equipment.

4. Insurance and Liability

- a. Each party shall obtain and maintain appropriate insurance policies suitable for a corporation of its size covering the assets located on the premise under the corporate insurance policies of the party owning the assets.
 - b. The Tenant shall prepare and maintain an itemized list of assets, and shall clearly label the assets, that are located on the Leased Premises for the purposes of ownership, maintenance, and insurance coverage. Estimated replacement value at the effective date of this Agreement: \$635,000.00.
 - c. Each party hereby further agrees to obtain and maintain at its own expense:
 - 1. general liability insurance and property damage insurance, including personal liability, contractual liability and owners' and contractors' protective insurance in a limit not less than \$10,000,000.00, and
-

- d. Each party shall indemnify, defend and hold harmless the other from and against any and all third-party claims, demands, lawsuits, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, related to or arising out of the exercise of any rights conferred under this Agreement.
- e. Each party agrees to promptly notify the other of any such third-party claims, and to reasonably cooperate with the defense and settlement of any such claim.
- f. The Tenant releases, and shall indemnify and save harmless the Landlord and its their respective servants, agents, officers, employees and others for whom they are in law responsible, from and against all actions, suits, claims, damages, expenses, costs and liabilities arising out of or as a result of:
 - a) any damage to or destruction or loss of the Tenant's Equipment, Asset, and Wiring or other property of the Tenant or others installed or kept by the Tenant at or relating to the Leased Premises; or
 - b) any sickness, disease, injury, death, damages for personal discomfort or illness, or consequential injury or damage (including, without limitation, loss of business income or profits), sustained by the Tenant or any customers of the Tenant, or any of their respective servants, agents, officers, employees, customers or others for whom they are in law responsible, resulting from any damage to, destruction of, or interference with the operation of the Asset, Tenant's Equipment or Wiring;

except to the extent contributed to or caused by the act, omission or negligence of the Landlord, their respective servants, agents, officers, employees, for whom they are in law responsible.

5. Restrictions on Assignment

- a. The Tenant shall not assign any rights under this Agreement in whole or in part, or enter into any sublicense or otherwise permit any other party to occupy the Leased Premises or any part thereof except with the prior written consent of the Landlord, which consent may not be unreasonably or arbitrarily withheld, provided that if the Landlord grants its consent, such subtenant shall enter into an agreement with the Landlord assuming all of the obligations of the Tenant herein.
- b. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding on the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
- c. Notwithstanding any assignment by the Tenant permitted herein, the Tenant shall not be released from performing any of the terms of this Agreement.

6. Dispute Resolution

Any dispute or controversy arising under or in connection with this Agreement shall be settled by arbitration upon the demand of either party under the following terms:

- a. The hearing shall be conducted by a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration;
- b. The seat of the arbitration shall be in London, Ontario and the arbitration shall be governed by the laws of the Province of Ontario, in accordance with the *Arbitration Act, 1991, S.O. 1991, c. 17*, as amended and the terms of this Agreement;
- c. The award and determination of the arbitrator(s) or any two of the three arbitrators shall be final and binding upon the parties and their respective heirs, executors, administrators, and assigns from which there shall be no right of appeal; and
- d. The parties will each be responsible for their own arbitration costs.

In the event of a default by the Tenant by failing to perform a term or condition under this Agreement and such default having not been cured within sixty (60) days after notice in writing of such default, the Landlord shall request an arbitration hearing in accordance with

Appendix A – Lease and Contribution Agreement Cont'd

Section 6 prior to commencing any legal proceedings to commencing any other enforcement action.

7. Notices

- a. Any notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile, registered mail or courier, and addressed or sent as specified below:

i. If to the Landlord:

HL General Partner Inc. C/O Holloway Lodging Corporation
Attn: John Griffin
Director, Strategic Projects & Initiatives
145 Hobsons Lake Drive, Suite 106,
Halifax, NS, B3S 0H9
(Cell) 902-401-0374
(Email) jgriffin@hlmanagement.ca

ii. If to the Tenant:

The Corporation of the City of London
Attn: Realty Services
300 Dufferin Avenue
P.O. Box 5035
London, Ontario
N6A 4L9
General Phone Number: 519-661-5442
Fax: 519-661-5087
Email: realtyservices@london.ca

- b. Either party may change its address or particulars for the purposes of the receipt of any notices in connection with this Agreement by giving notice in the same manner as provided in this Section 7.
- c. Any notice given in accordance with the above requirements shall be deemed to have been given: (i) if mailed, on the fifth day following the date of such mailing, or (ii) if delivered personally, by courier or by fax, on the day on which it was delivered so long as such delivery was prior to 5:00 p.m. on a business day (and, if after 5:00 p.m. or if any such day is not a business day, then it shall be deemed to have been delivered on the next business day). Notwithstanding the foregoing, during any interruption or threatened interruption in postal services, any notice shall be delivered personally, by courier or by fax. For the purposes of this clause, "business day" means any day other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Province of Ontario are not open for business.

8. Miscellaneous

- a. Unless the context otherwise requires words importing the singular in number only shall include the plural and *vice versa*; words importing the use of gender shall include the masculine, feminine and neuter genders; and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- b. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
- c. The Tenant may, at its option, register a notice of this Agreement on title to the Lands in the applicable land registry or land titles office. Upon expiry or termination of this Agreement, the Tenant shall forthwith remove or discharge from registration the notice of this Agreement at their expense. The Landlord and Tenant will cooperate with one another to facilitate such registration and removal of the notice, and to execute all documentation required for such purpose.
- d. No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will

constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

- e. Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused by, or materially contributed to, force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be force majeure.
- f. Within thirty (30) days of the commencement of the Term, the Landlord shall remit on behalf of the Tenant any land transfer tax payable to the Ministry of Finance as a consequence of this lease of land and provide to the Tenant proof thereof as soon as practicable thereafter.
- g. Time, in all respects, shall remain of the essence provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by both of the parties or their respective solicitors, who are hereby expressly appointed for that purpose. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement. This Agreement shall be interpreted according to and governed by the laws having jurisdiction in the Province of Ontario.

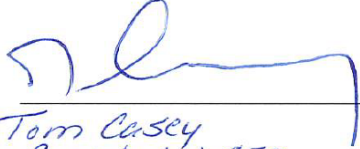
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Appendix A – Lease and Contribution Agreement Cont'd

IN WITNESS WHEREOF the parties have executed this Agreement.

LANDLORD:

HL GENERAL PARTNER INC.

Per: 
Name: *Tom Casey*
Title: *Co-President + CFO*

I have authority to bind the corporation

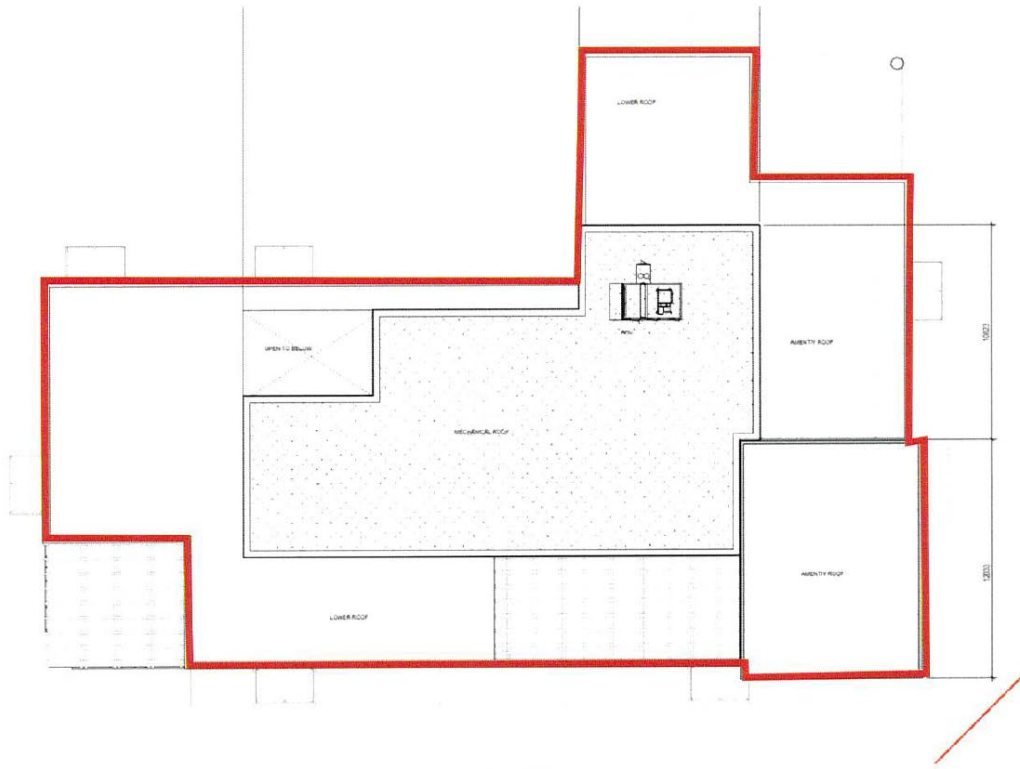
TENANT:

THE CORPORATION OF THE CITY OF LONDON

Per:
Name: Josh Morgan
Title: Mayor

Per:
Name: Michael Schulthess
Title: City Clerk

**SCHEDULE "A"
LEASED PREMISES**



Roof Top

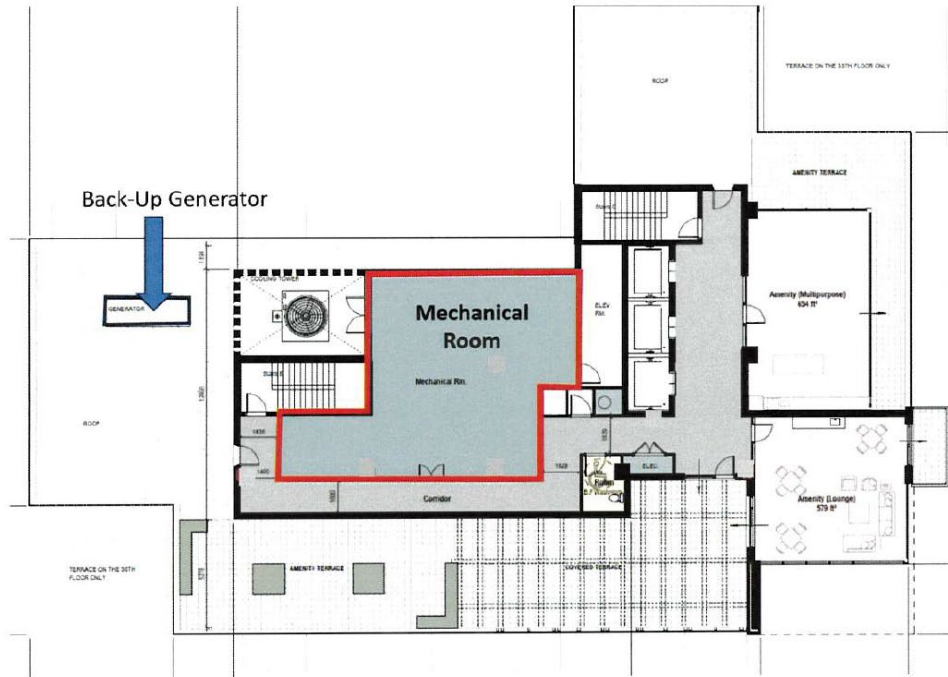


Appendix A – Lease and Contribution Agreement Cont'd

SCHEDULE "B"

MECHANICAL ROOM

The Mechanical Room shall be located on the top floor of the Building, being about Level 35. The boundaries of the Mechanical Room, more or less, are traced in Red below:



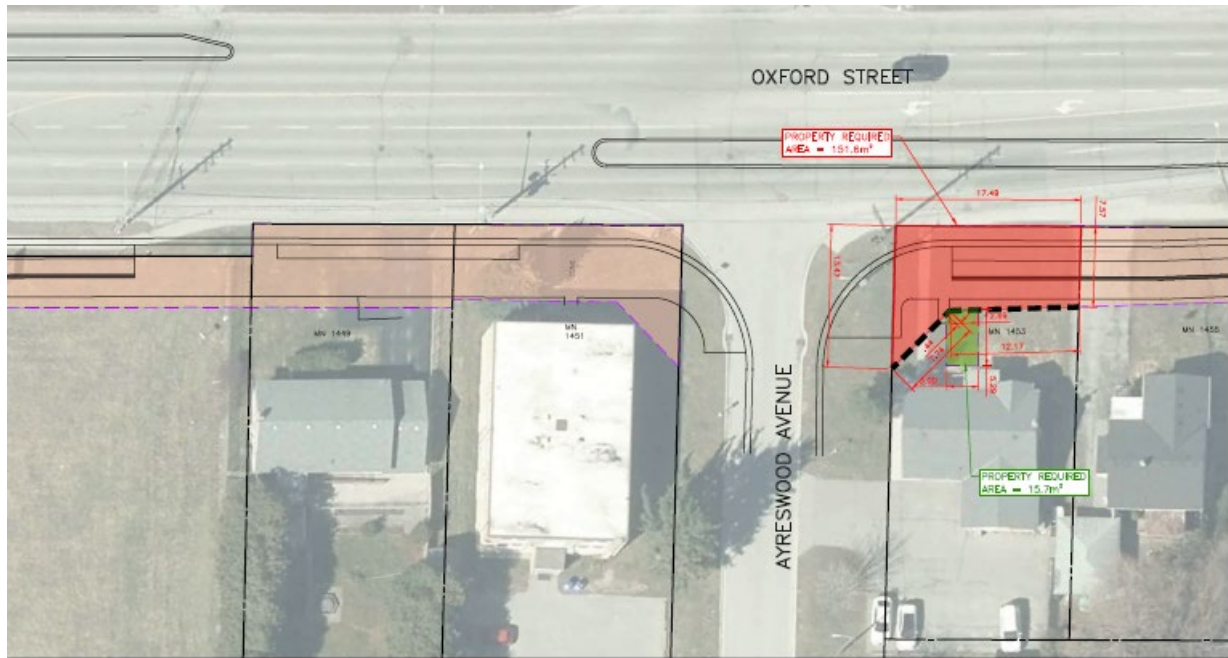
Appendix B – Location Map

1453, 1455, 1457
Oxford St E

Parent Parcels



Subject Property – 1453 Oxford



5

LEGEND:			
■	PROPERTY REQUIRED		EXISTING ROW
■	CONSTRUCTION EASEMENT REQUIRED		PROPOSED ROW
■	UTILITY EASEMENT REQUIRED		

PROPERTY REQUIREMENTS 1453 OXFORD STREET			PROJECT:
PIN	LEGAL	OWNER	60841891
030 250 09100 0000	1453 Oxford St E PLAN 703 LOT 3 E/S AYRESWOOD	CHAMPAGNE PAUL-MARC 75 FAIRHOUSE RD LONDON ON N5Y 5M4	DATE: SEPTEMBER 2022 REVISION: 1
			SHEET No: PR-PH4-01453

Subject Property 1455 Oxford



	<p>EAST LONDON LINK AND INFRASTRUCTURE IMPROVEMENTS PHASE 4</p>	<p>LEGEND:</p> <ul style="list-style-type: none"> PROPERTY REQUIRED CONSTRUCTION EASEMENT REQUIRED UTILITY EASEMENT REQUIRED
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Subject Property 1457 Oxford



	<p>EAST LONDON LINK AND INFRASTRUCTURE IMPROVEMENTS PHASE 4</p>	<p>LEGEND:</p> <ul style="list-style-type: none"> PROPERTY REQUIRED CONSTRUCTION EASEMENT REQUIRED UTILITY EASEMENT REQUIRED EXISTING ROW PROPOSED ROW
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Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

- PURCHASER:** THE CORPORATION OF THE CITY OF LONDON
- VENDOR:** PAUL-MARC CHAMPAGNE
- REAL PROPERTY:**
- Address 1453,1455,1457 Oxford Street East, London, Ontario N5V 1W4
- Location Along Oxford Street E., East of Ayreswood Ave., West of First Street
- Approximate Measurements Frontage: 52.12 m. (171 ft)
Area: 327.68 m² (3527.15 ft²)
Shape: Irregular
- Legal Description: PART OF LOTS 3, 4 & 5, PLAN 703, LONDON/LONDON TOWNSHIP being PART OF PIN 08106-0015(LT), 08106-0016(LT) & 08106-0017(LT) as shown in Schedule "A" attached hereto and more particularly described as parts 28, 29, 31 on RP 703. (the "Property")
- OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
 - SALE PRICE:** The purchase price shall be THREE HUNDRED AND TEN THOUSAND DOLLARS (\$310,000.00) payable as follows:
 - a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
 - ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
 - SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than January 26th, 2024, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
 - TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on February 23rd, 2024 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
 - COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on March 8th, 2024. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
 - NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
 - HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
 - FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
 - TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection

going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes.

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this _____ day of _____.

SIGNED, SEALED AND DELIVERED
In the Presence of

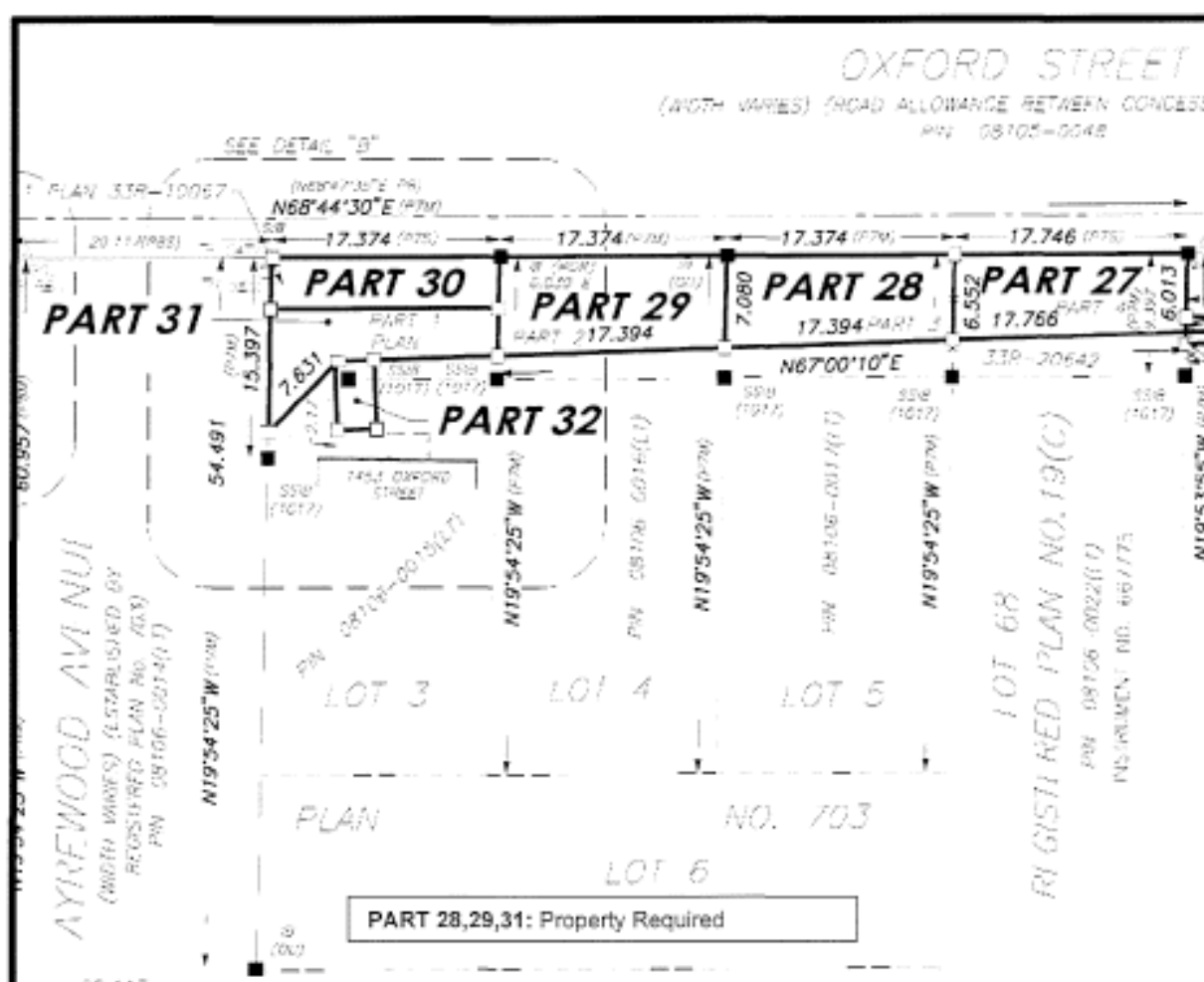
PAUL-MARC CHAMPAGNE

Signature:  _____

We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: ELIZABETH CORMIER, 100 - 140 FULLERTON ST, LONDON ²²⁶⁻²⁷²⁻⁰⁹⁰⁰
PURCHASER'S LAWYER: Sachit Tatavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A" Description of "The Property"



SCHEDULE						
PART	LOT	CONCESSION/PLAN	PIN	OWNERS NAME	AREA(m ²)	AREA(ft ²)
28	PART OF LOT 5	RP 703	PART OF PIN 08106-0017(LT)	PAUL-MARC CHAMPAGNE	118.39	1274.38
29	PART OF LOT 4		PART OF PIN 08106-0016(LT)	PAUL-MARC CHAMPAGNE	127.56	1373.08
31	PART OF LOT 3		PART OF PIN 08106-0015(LT)	PAUL-MARC CHAMPAGNE	81.73	875.69
32					15.85	170.61

SCHEDULE "B" Additional Terms and Conditions

- LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements, applicable taxes, banking fees, and costs associated with a partial discharge of an existing mortgages to complete this transaction, subject to assessment.
- STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
- REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before completion and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
- RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
- DEFERRED DEDICATION:** For the purposes of clarity, fair market compensation is being paid only for the Property and not the Deferred Agreement Area. The Deferred Agreement Area shall be conveyed to the Purchaser for nominal consideration pursuant to a Development Agreement registered on title of the Property as Instrument No. LT265443. The Deferred Dedication is comprised of Part 30 on the draft plan attached as Schedule "A".
- CLOSING CONDITIONAL ON CONSECUTIVE TRANSACTION:** The Vendor acknowledges that the completion of this transaction is subject to the completion of an Agreement of Purchase and Sale between the Purchaser and Red Maple Properties Inc. for a portion of the property located at 1459 Oxford Street East, London, a copy of which has been provided to the Vendor (the "Consecutive Transaction"). If the Purchaser determines, in their sole discretion, that the Consecutive Transaction is unable to be completed on the Completion Date for any reason whatsoever, the Purchaser shall have the option to either 1) terminate this Agreement and have any monies returned without deduction or liability; or 2) extend the Completion Date of this transaction without cost to such further date as required to ensure both this transactions may be completed in sequence.

Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24003
January 15, 2024
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - Part of 1453, 1455 & 1457 Oxford Street East
East London Link Project
(Subledger LD230087)
Capital Project RT1430-3B - East London Link - Land Rapid Transit
Paul-Marc Champagne

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	16,000,000	1,769,688	321,125	13,909,187
Total Expenditures	\$16,000,000	\$1,769,688	\$321,125	\$13,909,187
Sources of Financing				
Capital Levy	1,069,947	118,342	21,474	930,131
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	14,930,053	1,651,346	299,651	12,979,056
Total Financing	\$16,000,000	\$1,769,688	\$321,125	\$13,909,187

Financial Note:

Purchase Cost	\$310,000
Add: Legal Fees	2,500
Add: Land Transfer Tax	3,125
Add: HST @13%	40,625
Less: HST Rebate	-35,125
Total Purchase Cost	\$321,125

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager, Financial Planning & Policy

ah


Appendix B – Location Map

Parent Parcel



Subject Property – 1459 Oxford St.





**EAST LONDON LINK AND
INFRASTRUCTURE IMPROVEMENTS
PHASE 4**

LEGEND:

- PROPERTY REQUIRED
- CONSTRUCTION EASEMENT REQUIRED
- UTILITY EASEMENT REQUIRED

- EXISTING ROW
- PROPOSED ROW

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Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER:	THE CORPORATION OF THE CITY OF LONDON
VENDOR:	RED MAPLE PROPERTIES INC.
REAL PROPERTY:	
<u>Address</u>	1459 Oxford Street East, London, Ontario N5V 1W4
<u>Location</u>	Along Oxford Street E., East of Ayreswood Ave., West of First Street
<u>Approximate Measurements</u>	Frontage: 17.746 m. (58.22 ft) Area: 111.46 m ² (1199.75 ft ²) Shape: Irregular
<u>Legal Description:</u>	PART 27 LOT 68, PLAN 19(C) ; LONDON being PART OF PIN 08106-0022 (LT) as shown in Schedule "A" attached hereto. (the "Property")

- OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
- SALE PRICE:** The purchase price shall be ONE HUNDRED AND SIX THOUSAND DOLLARS (\$106,000.00) payable as follows:
 - a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
- ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
- SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
- IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than January 26th, 2024, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
- TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on February 23rd, 2024 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
- COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on March 8th, 2024. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
- NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
- HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
- FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
- TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

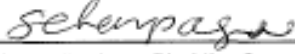
Josh Morgan, Mayor

Michael Schulthess, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this _____ day of _____,

SIGNED, SEALED AND DELIVERED
In the Presence of

RED MAPLE PROPERTIES INC.

Signature: 
I/We Have the Authority to Bind the Corporation

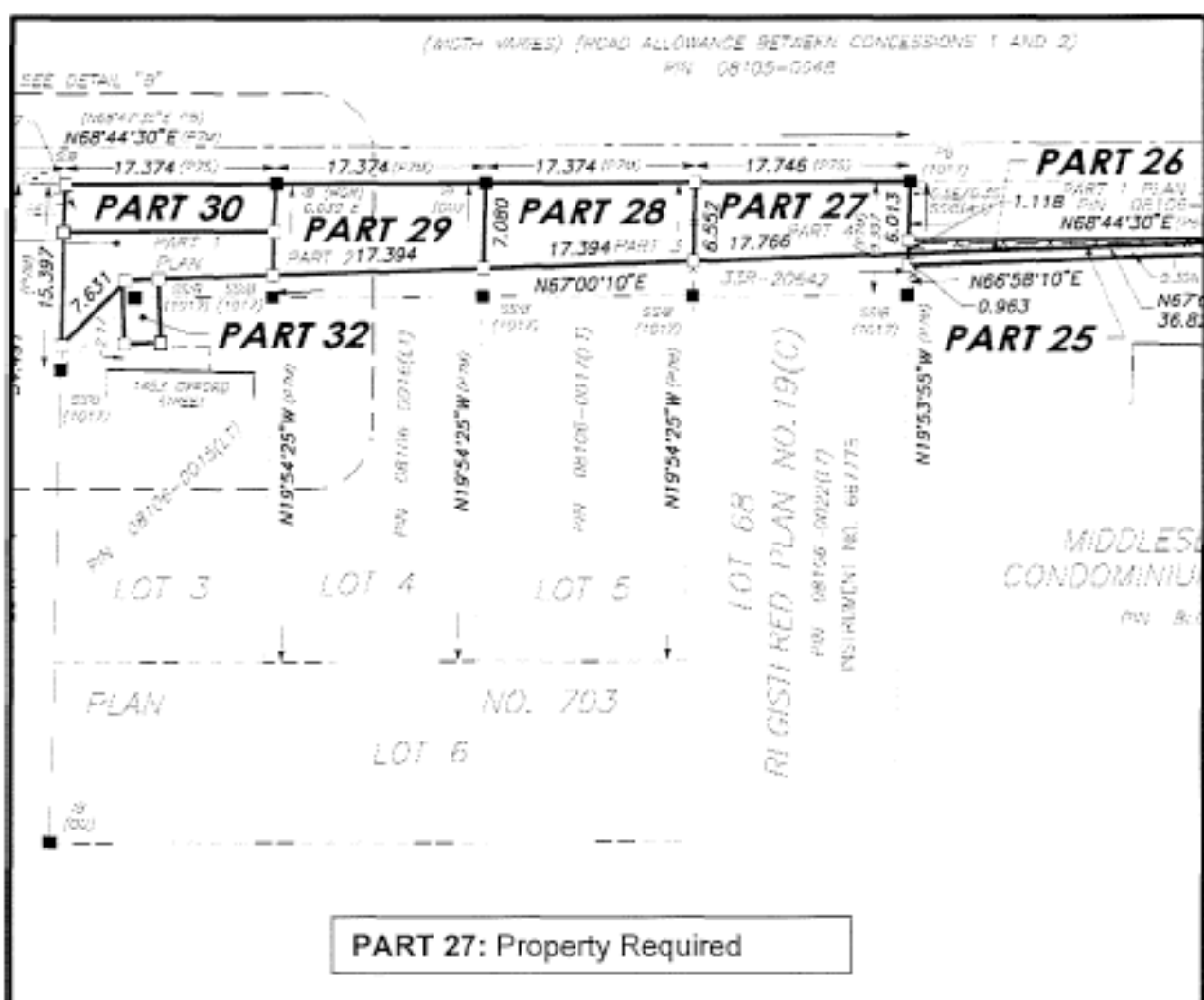


226-272-0900

VENDOR'S LAWYER: ELIZABETH CORMIER, 100-140 FLEETWOOD ST, LONDON

PURCHASER'S LAWYER: Sachit Tatavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A" Description of "The Property"



SCHEDULE						
PART	LOT	CONCESSION/PLAN	PIN	OWNERS NAME	AREA(m ²)	AREA(HP)
27	PART OF LOT 6B	RF 19(C)	PART OF PIN 08106-0022(L1)	RED MAPLE PROPERTIES INC.	111.46	1199.75

SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements, applicable taxes, banking fees, and costs associated with a partial discharge of an existing mortgages to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before completion and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
4. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
5. **CLOSING CONDITIONAL ON CONCURRENT TRANSACTION:** The Vendor acknowledges that the completion of this transaction is subject to the completion of an Agreement of Purchase and Sale between the Purchaser and Paul-Marc Champagne for a portion of the properties located at 1453,1455 & 1457 Oxford Street East, London, a copy of which has been provided to the Vendor (the "Consecutive Transaction"). If the Purchaser determines, in their sole discretion, that the Consecutive Transaction is unable to be completed on the Completion Date for any reason whatsoever, the Purchaser shall have the option to either 1) terminate this Agreement and have any monies returned without deduction or liability; or 2) extend the Completion Date of this transaction without cost to such further date as required to ensure both this transactions may be completed in sequence.

Appendix A – Source of Financing Report

Appendix "A" CONFIDENTIAL

#24004

January 15, 2024
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - Part of 1459 Oxford Street East
East London Link Project
(Subledger LD220097)
Capital Project RT1430-3B - East London Link - Land Rapid Transit
Red Maple Properties Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	16,000,000	2,090,813	111,195	13,797,992
Total Expenditures	\$16,000,000	\$2,090,813	\$111,195	\$13,797,992
Sources of Financing				
Capital Levy	1,069,947	139,816	7,436	922,695
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	14,930,053	1,950,997	103,759	12,875,297
Total Financing	\$16,000,000	\$2,090,813	\$111,195	\$13,797,992

Financial Note:

Purchase Cost	\$106,000
Add: Legal Fees	2,500
Add: Land Transfer Tax	785
Add: HST @13%	14,105
Less: HST Rebate	-12,195
Total Purchase Cost	<u>\$111,195</u>

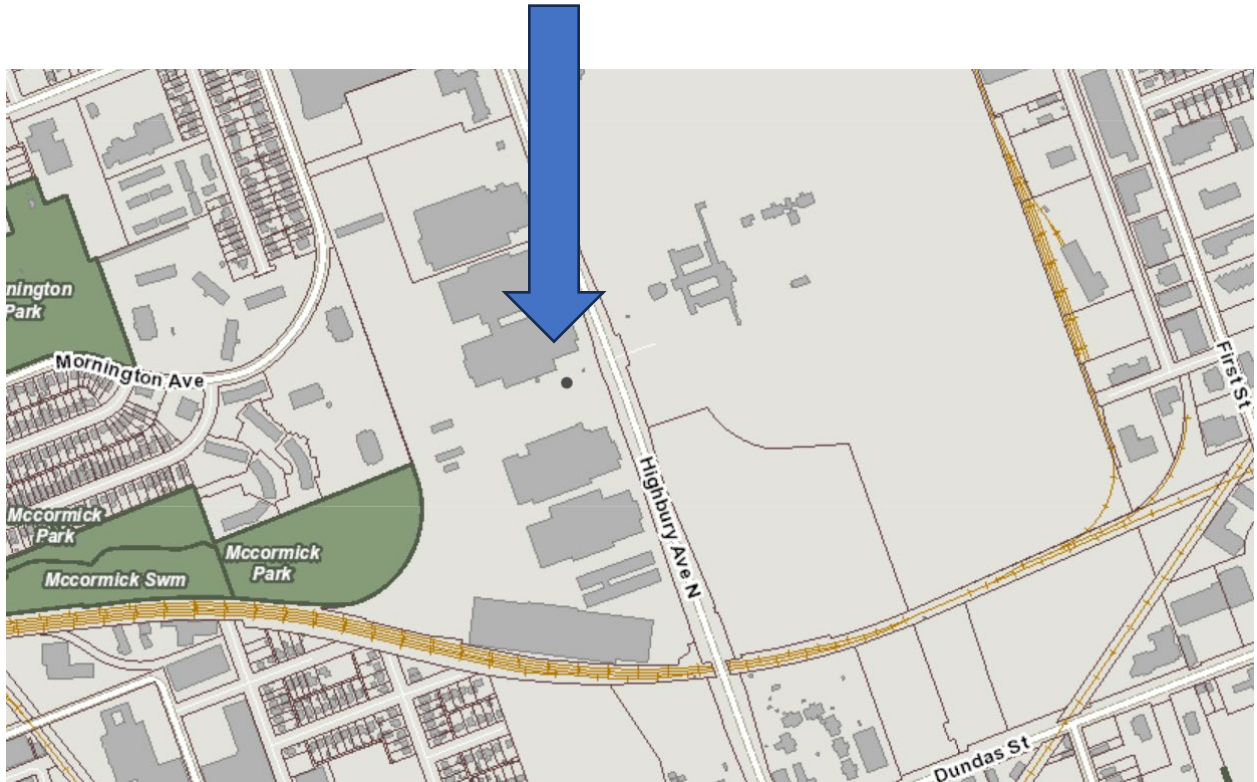
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager, Financial Planning & Policy

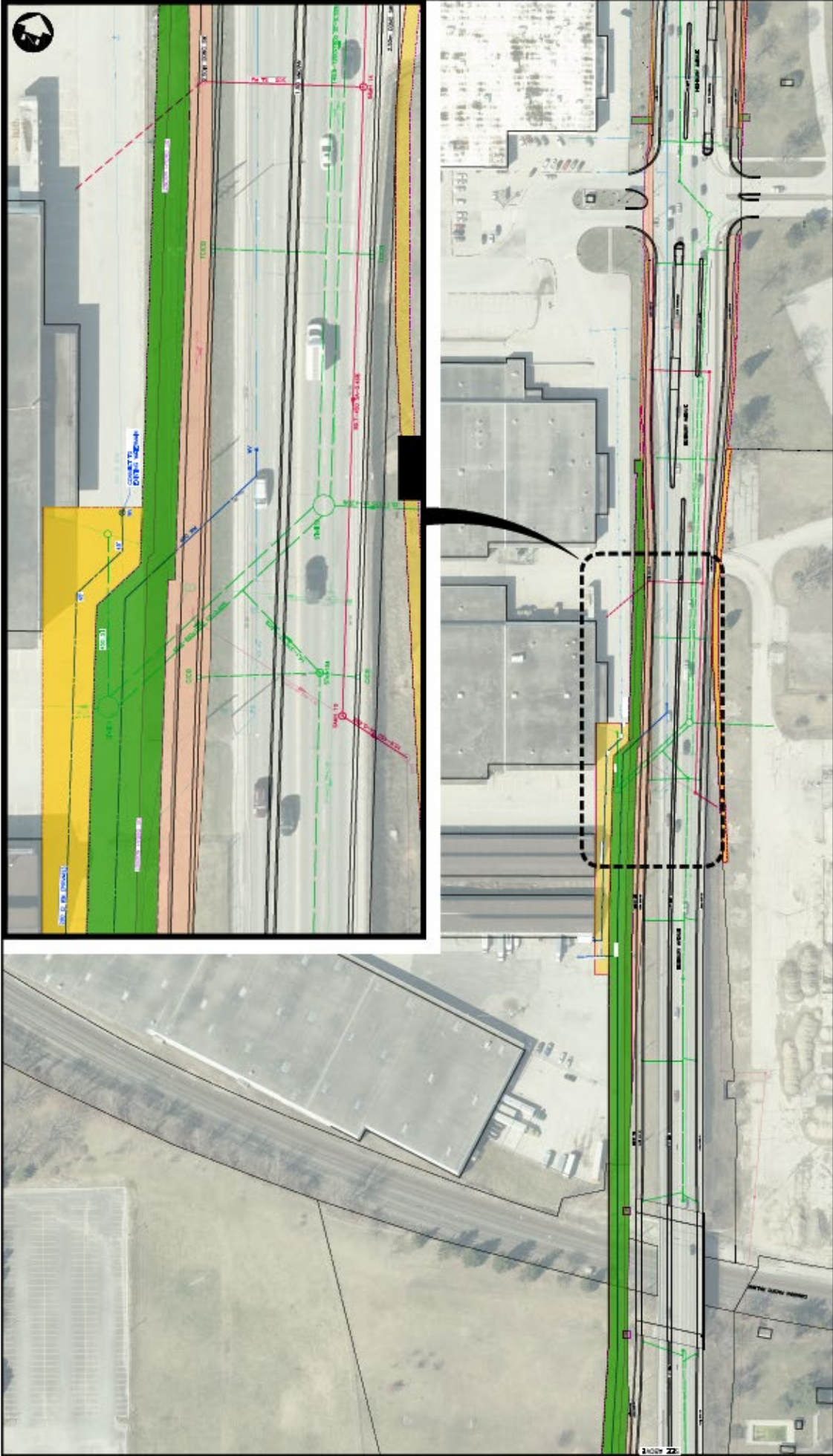
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Appendix B – Location Map of Subject Property – 847 Highbury Ave N

Parent Parcel



Subject Property



PROPERTY REQUIREMENTS
847 HIGHBURY AVENUE

PROJECT NO.	200405	DATE	04/04/2023
DATE	0	SCALE	1:1000
PROJECT	PR-PH3-HR47	DATE	04/04/2023

EAST LONDON LINK AND INFRASTRUCTURE IMPROVEMENTS PHASE 3

LEGEND	PROPERTY REQUIRED	EXISTING ROW
CONSTRUCTION EASEMENT REQUIRED	PROPOSED ROW	
UTILITY EASEMENT REQUIRED	PROPOSED EASEMENT	

CORPORATION OF THE CITY OF LONDON

AECOM

AGM

Appendix C – Settlement Agreement

847 Highbury Avenue North, London

AGREEMENT AS TO COMPENSATION AND POSSESSION made pursuant to section 24 of the *Expropriations Act*, R.S.O. 1990, c. E.26, as amended, this ___ day of _____ 2024.

BETWEEN:

847 Highbury Inc.

(“847”)

– and –

THE CORPORATION OF THE CITY OF LONDON

(the “City”)

– and –

LONDON Hydro Inc.

(“Hydro”)

WHEREAS:

- A. The City has commenced expropriation proceedings for the purposes of widening, re-aligning and/or otherwise improving that portion of Highbury Avenue North fronting the Expropriated Fee Simple Lands and running parallel to the 847 Lands (together with the improvements and works ancillary thereto, collectively, the “Project”);
- B. For the purposes of the Project, the City requires the Expropriated Lands;
- C. For the purposes of or in connection with the Project and for the benefit of 847 and the 847 Remainder Lands, the City has agreed to complete the Temporary City Works, the Grade Separation Works and the Municipal Services Works on the terms and conditions of this Agreement;
- D. For the purposes of or in connection with the Project and for the benefit of 847 and the 847 Remainder Lands, Hydro has agreed to complete the Hydro Works on the terms and conditions of this Agreement;
- E. The parties wish to enter an agreement pursuant to section 24 of the *Expropriations Act* for the purpose of facilitating:
 - (i) the completion of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works with the least possible disruption to the business operations of 847 and the tenants of the 847 Remainder Lands;
 - (ii) the expropriation and taking possession of the Expropriated Lands by the City in accordance with the terms and conditions of this Agreement; and
 - (iii) the payment by the City to 847 of compensation and costs in respect of the expropriation and taking possession of the Expropriated Lands.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and the payments or promises of payment referred to herein, and other good and valuable consideration (the sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1. The recitals set out above are true and accurate and form part of this Agreement.

DEFINITIONS

- 2. The following terms shall have the following meanings when used in the recitals above and in this Agreement:

“847 Lands” means the lands known municipally as 847 Highbury Avenue North, London, Ontario, and legally described under PIN 08290-0220 (LT) as PART LOT 9 CONCESSION 1 DESIGNATED AS PARTS 1 TO 15, 33R-378; SAVE & EXCEPT PARTS 1, 2, 3, 33R-14837 AND PARTS 2, 3, 4, 5, 33R-14836; SUBJECT TO 346760, 346761, EXCEPT 478630; S/T EASE LT545481; S/T EASE 158421; SUBJECT TO EASEMENT AS IN 672343; T/W 346760; LONDON/LONDON TWP. “DESCRIPTION AMENDED 2003/11/17, M.VINER”;

SUBJECT TO AN EASEMENT AS IN 355072, being all of the lands owned by 847 prior to the expropriation of the Expropriated Lands.

"847 Parties" means 847, its affiliates, shareholders, directors, officers, employees, agents, trustees, successors and assigns.

"847 Remainder Lands" means the 847 Lands less the Expropriated Fee Simple Lands.

"Authorized Users" means (a) in respect of the City: the City's successors and assigns, servants, agents, employees, and its contractors, subcontractors, planners, consultants, engineers and surveyors of any tier, and any other Person directly or indirectly engaged by the City or any other Person for whom the City is in law responsible, and (b) in respect of Hydro: Hydro's successors and assigns, servants, agents, employees, and its contractors, subcontractors, planners, consultants, engineers and surveyors of any tier, and any other Person directly or indirectly engaged by Hydro or any other Person for whom Hydro is in law responsible.

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday, on which chartered banks in the Province of Ontario are open for business.

"Claim" has the meaning ascribed thereto in paragraph 25 of this Agreement.

"Compensation" means the total agreed to fixed amount of TWO HUNDRED FIFTY THOUSAND (\$250,000.00), in respect of:

- (a) the granting of possession to the City of the Expropriated Fee Simple Lands;
- (b) the granting of easements rights to the City and/or Hydro, as applicable, in respect of the Expropriated Easement Lands;
- (c) the access, security, aesthetic and other challenges and disturbances that will result directly or indirectly from the expropriation of the Expropriated Fee Simple Lands and the impact on the 847 Parties of the Temporary City Works, the Hydro Works, the Grade Separation Works and the Municipal Services Works; and
- (d) the full and final release by the 847 Parties in favour of the City, substantially in the form attached as Schedule "B" to this Agreement.

"Condition Surveys" has the meaning given in paragraph 10 of this Agreement.

"Construction Act" means the *Construction Act*, R.S.O. 1990, c. C.30, as amended.

"Contaminants" has the meaning ascribed thereto in paragraph 8 of this Agreement.

"Dispute" has the meaning ascribed thereto in paragraph 23 of this Agreement.

"Effective Date" means the date that all of the parties have executed this Agreement and delivered to each of the other parties (or to their respective solicitors) a copy of same.

"Expropriations Act" means the *Expropriations Act* R.S.O. 1990, c. E.26, as amended.

"Expropriation Date" means September 19, 2023.

"Expropriated Easement Lands" means, collectively, the Hydro Easement Lands, the Municipal Services Easement Lands and the Temporary City Works Easement Lands.

"Expropriated Fee Simple Lands" means those lands legally described as PARTS 3, 4, 5, and 9 on the Plan of Expropriation, in respect of which the Grade Separation Works are to be completed.

"Expropriated Lands" means, collectively, the Expropriated Fee Simple Lands and the Expropriated Easement Lands.

"Grade Separation Works" means the works to be completed on, in, over, under and through the Expropriated Fee Simple Lands by the City or its Authorized Users in accordance with this Agreement in respect of the widening, re-alignment and improvement of that portion of Highbury Avenue North fronting the Expropriated Fee Simple Lands, which works may include but not be limited to retaining walls and barriers, road pavement, curbs, medians, sidewalks, landscaping, underground utilities, streetlights and traffic signals, and related improvements and works, as further described in **Schedule "C"** hereto. For

absolute clarity, the Grade Separation Works are separate from the Temporary City Works, the Municipal Services Works and the Hydro Works.

"Hydro Easement" means a permanent interest in gross in favour of Hydro to occupy and enter and re-enter the Hydro Easement Lands for the purposes of the Hydro Works, in accordance with the easement terms contained in **Schedule "E-1"**.

"Hydro Easement Lands" means those lands legally described as PARTS 2, 6, 7, 10, 11 and 12 on the Plan of Expropriation.

"Hydro Works" means the works to be completed on, in, over, under, through and within the Hydro Easement Lands by Hydro or its Authorized Users in accordance with this Agreement and as set out at **Schedule "E"** hereto. For absolute clarity, the Hydro Works are separate from the Temporary City Works, the Grade Separation Works, and the Municipal Services Works.

"Main Entrance" means the existing intersection entrance/exit to and from Highbury Avenue North to the 847 Lands as illustrated on the diagram attached hereto at **Schedule "H"**.

"Municipal Services Easement" means a permanent interest in gross to occupy and enter and re-enter the Municipal Services Easement Lands for the purposes of the Municipal Services Work, in accordance with the easement terms contained in **Schedule "D-1"**.

"Municipal Services Easement Lands" means those lands legally described as PARTS 2, 6, and 7 on the Plan of Expropriation.

"Municipal Services Works" means the works to be completed on, in, over, under, through and within the Municipal Services Easement Lands by the City or its Authorized Users in accordance with this Agreement and as further described in **Schedule "D"** hereto. For absolute clarity, the Municipal Services Works are separate from the Temporary City Works, the Grade Separation Works and the Hydro Works.

"Northerly Entrance" means the existing northerly entrance/exit to and from Highbury Avenue North to the 847 Lands as illustrated on the diagram attached hereto at **Schedule "H"**.

"Person" means an individual, a partnership, a limited partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof, and any other entity having legal capacity, and the heirs, executors, administrators, successors, assigns or other legal representatives thereof.

"Plan of Expropriation" means the Plan of Expropriation registered in the Land Registry Office for the Land Titles Division of Middlesex (No. 33) on the Expropriation Date as Instrument No. ER1545519, a copy of which is attached hereto at **Schedule "A"**.

"Possession Date" means January 8, 2024.

"Post-Construction Survey" has the meaning given in paragraph 10 of this Agreement.

"Project" has the meaning ascribed thereto in paragraph A of the recitals to this Agreement.

"Project Partners" means the City and Hydro, collectively, and **"Project Partner"** means either of them.

"Temporary City Works" means the works to be completed on, in, over, under, through and within the Temporary City Works Easement by the City or its Authorized Users in accordance with this Agreement and as set out at **Schedule "F"** hereto. For absolute clarity, the Temporary City Works are separate from the Grade Separation Works, the Municipal Services Works and the Hydro Works.

"Temporary City Works Easement" means a temporary limited interest in gross to occupy and enter and re-enter the Temporary City Works Easement Lands for the purposes of the Temporary City Works, in accordance with the easement terms contained in **Schedule "F"**.

"Temporary City Works Easement Lands" means those lands legally described as PARTS 1, 8, 10, 13, and 14 on the Plan of Expropriation.

SCHEDULES

3. The Schedules to this Agreement shall be construed with and as an integral part of this Agreement, and are as follows:

Schedule "A" -	Plan of Expropriation
Schedule "B" -	Form of Full and Final Release
Schedule "C" -	Grade Separation Works
Schedule "D" -	Municipal Services Works
Schedule "D-1" -	Municipal Services Easement
Schedule "E" -	Hydro Works
Schedule "E-1" -	Hydro Easement
Schedule "F" -	Temporary City Works
Schedule "F-1" -	Temporary City Easement
Schedule "G" -	Dispute Resolution Procedure
Schedule "H" -	Sketch of 847 Lands with Main Entrance and Northerly Entrance
Schedule "I" -	Additional Provisions

WAIVER OF PROVISIONS OF EXPROPRIATION ACT

4. Subject to the completion of the transactions contemplated by this Agreement in accordance with the terms and provisions of this Agreement, 847 hereby waives and releases the City from compliance with the procedural and substantive requirements of the *Expropriations Act* set out in sections 6, 7, 8, 9, 10, 25, 39, 41 and 42, including but not limited to the provision of a Notice of Expropriation, Notice of Election, Notice of Possession, and a section 25 Offer and section 25 appraisal report.

GRANTING OF POSSESSION

5. 847 shall:
- (a) grant possession of the Expropriated Fee Simple Lands to the City on the Possession Date;
 - (b) grant possession of the Temporary City Works Easement, the Municipal Services Easement and the Hydro Easement to the City and/or Hydro, as applicable, on the Possession Date; and
 - (c) upon receipt of the Compensation in accordance with Section 6:
 - (i) execute any documentation required by the City to grant to the City the Municipal Services Easement substantially in the form contained at Schedule D-1;
 - (ii) execute any documentation required by London Hydro to grant the Hydro Easement substantially in the form contained at Schedule E-1; and
 - (iii) execute any documentation required by the City to grant the Temporary City Easement substantially in the form contained at Schedule F-1.

COMPENSATION PAYMENT AND PAYMENT OF 847 COSTS AND EXPENSES

6. The City shall pay the Compensation to 847 (or as 847 may otherwise direct in writing) within 30 days of acceptance of this Agreement. As a precondition of the payment of the Compensation, 847 shall provide to the City a release, substantially in the form contained in Schedule "B" with necessary modifications, executed by the Royal Bank of Canada in relation to any claims Royal

Bank of Canada may have as an "owner" under the *Expropriations Act* arising from the expropriation of the Expropriated Lands. The Compensation is exclusive of harmonized sales tax ("HST"). The City shall self-assess and remit directly any HST payable in connection with same to the Receiver General of Canada and file the prescribed form or forms pursuant to the *Excise Tax Act (Canada)* and the City shall indemnify and save harmless 847 from and against any and all HST, penalties, costs and/or interest which may become payable by or assessed against 847 as a result of, or in connection with, the failure by 847 to collect and remit any HST applicable in respect of the Compensation. The City's HST/GST registration number is R119420883. For the avoidance of doubt, this paragraph shall not merge upon but shall survive the completion of any transaction contemplated by this Agreement or the termination of this Agreement.

7. Following the Effective Date, 847 shall provide the City with copies of invoices from 3rd-parties as received by 847 in respect of work and/or services provided for or on behalf of 847 (including, without limitation, in respect of any appraisal reasonably conducted for or on behalf of 847 and any legal or fees reasonably incurred for or on behalf of 847) in respect of the subject matter of this Agreement and/or the transactions contemplated by this Agreement (the "**3rd-Party Invoices**"). Subject to review and assessment by the City, the City shall pay the 3rd-Party Invoices (or reimburse same, if already paid by or on behalf of 847) in a prompt manner provided that same are reasonable and pertain to costs, fees, disbursements and applicable taxes in respect of the transactions contemplated by this Agreement. For the avoidance of doubt, this section shall not merge upon but shall survive the completion of any transaction contemplated by this Agreement or the termination of this Agreement.

ACKNOWLEDGEMENT OF ENVIRONMENTAL CONDITION

8. The City acknowledges and agrees that the City shall have the opportunity to conduct its own inspections and due diligence in respect of the Expropriated Lands, which shall be completed within 90 days following the Possession Date (the "**Environmental Inspection Period**"), and the City acknowledges and agrees that the City has acquired its rights and interest in and to the Expropriated Lands, as applicable, in an "as-is, where-is" condition and subject to any contaminants (within the meaning of the *Environmental Protection Act*, R.S.O. 1990, c. E19, as amended) that may exist on the Expropriated Lands (collectively the "**Contaminants**"). In such regard, subject to the Project Partners providing notice to the 847 Parties within the Environmental Inspection Period of any discovered Contaminants that they are unwilling to accept, each of the Project Partners shall release, indemnify and hold harmless each of the 847 Parties from any claims, manner of actions, causes of action, proceedings, suits, debts, dues, accounts, bonds, covenants, contracts, statutory entitlements, claims and demands of any kind or nature whatsoever that either of the Project Partners, respectively, ever had, or now have, or may have, by reason of the presence of Contaminants on any of the Expropriated Lands on or before the Expropriation Date. The parties acknowledge that the release by each of the Project Partners as set out herein shall not merge but shall survive the completion of the transactions contemplated by this Agreement.
9. Subject to anything to the contrary specifically expressed in this Agreement or the Schedules attached hereto, the Project Partners acknowledge that there have been no representations and/or warranties by any of the 847 Parties whatsoever with respect to the Expropriated Lands and that the Expropriated Lands have been expropriated on an "as is, where is" basis. The Project Partners acknowledge that they shall rely entirely upon their own environmental site assessments and other inspections and investigations with respect to the quality and suitability of the Expropriated Lands. The Project Partners acknowledge that the 847 Parties have made no covenant, representation or warranty concerning any documents with respect to the Expropriated Lands delivered or made available to the Project Partners (including, without limitation, the accuracy, suitability or completeness thereof), and the Project Partners shall bear all risk with respect to any reliance by the Project Partners thereon.

CONDITION SURVEYS & VIBRATION MONITORING

10. Upon contract award the City shall, at its cost and expense, engage a qualified, experienced and independent third party consultant to: (a) following the Effective Date and prior to the commencement of the Grade Separation Works and the Municipal Services Works, conduct a pre-construction as-built condition survey of the Expropriated Lands (the "**Pre-Construction Survey**"); and (b) following the completion of the Grade Separation Works and the Municipal Services Works, conduct a post-construction as-built survey of the Expropriated Lands (the "**Post-Construction Survey**"), and together with the Pre-Construction Survey, collectively, the "**Condition Surveys**"). The City and its Authorized Users shall have the right, at the City's own risk and

expense, at any time after the Effective Date to enter upon the 847 Lands for the purposes of the Condition Surveys, provided that any such entry and work shall be coordinated in advance with 847 and the tenants of the 847 Land and shall be at no risk to 847. Upon request, The City shall require the relevant consultant to deliver the relevant Condition Survey within sixty (60) days of the City's commissioning of the same. The City shall deliver to 847 a copy of each Condition Survey within forty-five (45) days of completion of such Condition Survey. The City shall, at no cost to 847, cause the consultant conducting the Condition Surveys to deliver to 847, concurrent with delivery of each Condition Survey, reasonably satisfactory to 847, addressed to 847 and entitling 847 to rely on the Condition Survey in all respects as though the relevant Condition Survey had been commissioned by 847.

11. Following the Effective Date and prior to the commencement of the Grade Separation Works and the Municipal Services Works, the City and its Consultant Team will consult with the 847 Parties in respect of the need for exterior monitoring (in respect of the 847 Lands and the buildings and improvements thereon) during construction and the appropriate location of monitoring equipment. Monitoring will continuously record the maximum peak particle velocity (PPV) in mm/sec. Monitoring devices may be affixed to the exterior masonry of the buildings located on the 847 Lands, and as near as practical to the street, and shall be removed by the City or its Authorized Users following completion of construction (with any damage to be repaired by the City or its Authorized Users to the reasonable satisfaction of 847). The City and its Vibrational frequency, which has an important effect on the damage potential of the Peak Particle Velocity, is monitored for the FTA standards for exceedances in potential damage threshold. The Federal Transit Administration (FTA) Manual vibration limits are used as the standard.
12. Following the Effective Date and prior to the commencement of the Grade Separation Works and the Municipal Services Works, the City shall, at its cost and expense, undertake a program of vibration monitoring (in respect of the 847 Lands and the buildings and improvements thereon) during the appropriate period(s) of the construction of the Grade Separation Works and the Municipal Services Works that shall produce a continuous record of peak particle velocity vibration measurements and any exceedances in established criteria will be recorded and reported. The City and its Authorized Users shall have the right, at the City's own risk and expense, at any time after the Effective Date to enter upon the 847 Lands for the purposes of the vibration monitoring, provided that any such entry and work shall be coordinated in advance with 847 and the tenants of the 847 Lands and shall be at no risk to 847. In the event that the vibration exceeding the cautionary criteria is exceeded, the City shall promptly take such reasonable measures as may be necessary to prevent further occurrences of the same.

THE GRADE SEPARATION WORKS, THE MUNICIPAL SERVICES WORKS & THE HYDRO WORKS

13. The City shall, at its sole cost and risk, complete the Grade Separation Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "C"** attached hereto.
14. The City shall, at its sole cost and risk, complete the Municipal Services Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "D"** attached hereto.
15. Hydro shall, at its sole cost and risk, complete the Hydro Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "E"** attached hereto.
16. The City shall, at its sole cost and risk, complete the Temporary Works in accordance with the terms and provisions of this Agreement and as set out at **Schedule "F"** attached hereto.

FUNDAMENTAL PROTECTIONS FOR 847 AND THE 847 TENANTS

17. Each of the City and Hydro acknowledges and confirms the fundamental importance to 847, the tenants of the 847 Lands from time to time, and their respective present and future business operations, of having and enjoying, and continuing to have and enjoy, at all times and without material interruption or disruption, during or in connection with the Temporary City Works, the Grade Separation Works, the Municipal Services Works and/or the Hydro Works, continued suitable and satisfactory utilities, hydro, sewer, storm-water and similar services to or on the 847 Lands for the purpose of continued business operations on, within and from the 847 Lands as conducted by 847 and its tenants prior to the Effective Date. In such regard, each of the City and Hydro covenant and agree that:
 - (a) 847 and each of the tenants of the 847 Lands shall be provided with not less than fourteen (14) days' notice in writing prior to the shut off or reduction of any utilities, hydro, sewer,

storm-water or similar services to or on the 847 Lands or the 847 Remainder Lands;

- (b) any shut offs shall be strictly limited to instances where same are deemed by City or Hydro, as applicable, to be required for the efficient completion of the Grade Separation Works, the Municipal Services Works and/or the Hydro Works;
- (c) where practical to do so, any shut offs shall occur only between 6:00 pm and 6:00 am on any given day, and shall be as limited as reasonably possible in nature and duration so as to effect and impact 847 and the tenants of the 847 Lands as minimally as possible; and
- (d) any utilities, hydro, sewer, storm-water or similar services shut off or reduced by the City or Hydro or its respective Authorized Users shall be returned to the normal-course level of functionality that existed prior to such shut off or reduction.

Following the Effective Date and prior to the commencement of any of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, the City and its Consultant Team will consult with 847 Parties in respect of the proposed impact of such works on the utilities, hydro, sewer, storm-water and similar services to or on the 847 Lands.

18. Each of the City and Hydro further acknowledges and confirms the fundamental importance to 847, the tenants of the 847 Lands from time to time, and their respective present and future business operations, of having and enjoying, and continuing to have and enjoy, without material interruption or disruption (except as set out in this Section), during or in connection with the Temporary City Works, the Grade Separation Works, the Municipal Services Works and/or the Hydro Works, continued pedestrian and two-way or short term temporary flagging for single lane vehicular access (including without limitation, by large transport vehicles) to and from the buildings located on the 847 Lands or the 847 Remainder Lands, as the case may be, including without limitation, for the purposes of loading and unloading items into and out of such vehicles and buildings on the 847 Lands and for the purposes of vehicular and pedestrian ingress/egress to and from Highbury Avenue North. In such regard, each of the City and Hydro covenant and agree that:

- (a) at no time shall the Main Entrance be fully closed, obstructed, disrupted or blocked in such a manner as to prevent 847 or any tenants of the 847 Lands and/or their respective present and future business operations from having ingress/egress to and from Highbury Avenue North (including left-in / left-out access for large transport vehicles) during or in connection with the Grade Separation Works, the Municipal Services Works and/or the Hydro Works;
- (b) 847 and each of the tenants of the 847 Lands shall be provided with not less than fourteen (14) days' notice in writing prior to any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance;
- (c) any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance shall be strictly limited to instances where same are deemed by City or Hydro, as applicable, to be required for the efficient completion of the Grade Separation Works, the Municipal Services Works and/or the Hydro Works;
- (d) any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance shall be as limited as reasonably possible in nature and duration so as to effect and impact 847 and the tenants of the 847 Lands as minimally as possible;
- (e) any closure, obstruction, disruption or blockage of any portion of the Main Entrance or the Northerly Entrance shall be returned to the normal-course level of functionality that existed prior to such closure, obstruction, disruption or blockage;
- (f) during the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, as applicable, the 847 Remainder Lands shall have continuous pedestrian and vehicular access (including without limitation, by large transport vehicles) for the purposes of vehicular and pedestrian ingress/egress to and from Highbury Avenue North by way of the Main Entrance (which shall include, for certainty, left-in and left-out access to and from Highbury Avenue North); and
- (g) following the construction and completion of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, as applicable, the 847 Remainder Lands shall have continuous full and proper pedestrian and vehicular

access (including without limitation, by large transport vehicles) for the purposes of vehicular and pedestrian ingress/egress to and from Highbury Avenue North by way of both of the Main Entrance and the Northerly Entrance (which shall include, for certainty, left-in and left-out access to and from the Main Entrance and right in and right out access at the Northerly Entrance to and from Highbury Avenue North).

For certainty, it is acknowledged and confirmed that the City and/or Hydro may close, obstruct or block a portion (but not all) of the Main Entrance from time to time in accordance with the above, but each of the City and Hydro covenants and agrees that it shall not (nor shall it cause or permit any Person to), at any time, close, obstruct, disrupt, block or otherwise deal with (or cause or permit any other Person to close, obstruct, disrupt, block or otherwise deal with) the Main Entrance in any way that prevents (or could reasonably be expected to prevent) 847 and/or any of the tenants of the 847 Lands (or, as applicable, the 847 Remainder Lands) to access, enter, leave and/or use the 847 Lands (or, as applicable the 847 Remainder Lands) by way of vehicular transport or otherwise (including, without limitation, left-in / left-out access for large transport vehicles).

Following the Effective Date and prior to the commencement of any of the Temporary City Works, the Grade Separation Works, the Municipal Services Works and the Hydro Works, the City and its Consultant Team will consult with 847 Parties in respect of the proposed impact of such works on the Main Entrance and the Northerly Entrance.

19. 847 may from time to time request status updates from either or both of the City and Hydro, and following receipt of the same, the City and/or Hydro, as applicable, shall as soon as reasonably practical provide 847 with the anticipated dates for the performance and, as applicable, completion of the then uncompleted parts of the Grade Separation Works, the Municipal Services Works and the Hydro Works.
20. Notwithstanding the City's right of ownership and possession of the Expropriated Fee Simple Lands commencing on the Possession Date (subject to the terms and provisions of this Agreement), the City shall and does hereby grant to 847, the tenants of the 847 Lands and their respective invitees, customers, contractors, subcontractors and other Persons a non-exclusive right of passage and use of that portion of the Expropriated Fee Simple Lands as comprise the Main Entrance and the Northerly Entrance for continued pedestrian and vehicular (including without limitation, by large transport vehicles) ingress and egress to and from the 847 Remainder Lands to and from Highbury Avenue North (which shall include, for certainty, left-in and left-out access to and from the Main Entrance and the Northerly Entrance to and from Highbury Avenue North). Such right shall commence on the Effective Date and shall expire on the date that the portions of the Expropriated Fee Simple Lands as comprise the Main Entrance and the Northerly Entrance are dedicated as a public road by the City. The City shall enter into and grant such further instruments and documentation as may be reasonably necessary from time to time for the purpose of the grant set forth herein, and this section shall survive and not merge upon closing of the transactions contemplated in this Agreement.

RESTORATION

21. Upon the completion or cessation of the:
 - (a) Grade Separation Works, the City, at its sole expense, shall, at such times as shall have been scheduled in writing with 847, restore any damage to the 847 Remainder Lands arising from or in connection with the performance of any Grade Separation Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon the lands;
 - (b) Municipal Servicing Works, the City, at its sole expense, shall, at such times as shall have been scheduled in writing with 847, restore any damage to the 847 Remainder Lands arising from or in connection with the performance of any Municipal Servicing Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon the lands; and
 - (c) Hydro Works, Hydro, at its sole expense, shall, at such times as shall have been scheduled in writing with 847, restore any damage to the 847 Remainder Lands arising from or in connection with the performance of any Hydro Works, as much as reasonably possible to the condition they were in before Hydro or its Authorized Users entered upon the lands.

CONSTRUCTION ACT COMPLIANCE

22. The City and Hydro, as applicable, shall promptly pay or cause to be paid, when due, all amounts required to be paid by the City or Hydro, or its respective Authorized Users, as applicable, for any work, material or services that may be done, supplied, or performed in connection with the Grade Separation Works, the Municipal Services Work, the Hydro Works, or any part thereof, or otherwise in connection with the 847 Lands or the 847 Remainder Lands, provided that the City or Hydro, as applicable, shall, in accordance with the *Construction Act* retain or hold back, and subsequently release, those sums required to be retained, held back or released, as applicable, under the provisions of the *Construction Act*, and shall not by any act or omission cause, encourage, suffer or allow any lien or claim under the *Construction Act*. The City and Hydro shall do everything reasonably necessary to ensure that no construction lien pertaining to any charges for any work, material or services is registered against the 847 Lands or the 847 Remainder Lands, or any part thereof. If a construction lien is preserved or a written notice of a lien is received within the meaning of the *Construction Act*, the City or Hydro, as applicable, shall notify 847 of the same in writing within five (5) Business Days of same and shall forthwith, and in any event within fourteen (14) Business Days of the construction lien being preserved or the written notice of a lien being received, take all necessary steps to either vacate any claim for lien or written notice of a lien or discharge any construction lien claimed, at the sole cost of the City of Hydro, as applicable. If the City or Hydro fails to vacate or discharge or cause to be vacated or discharged any claim for lien, written notice of a lien or construction lien, as applicable, in accordance with the foregoing, then in addition to 847's other rights and remedies, 847 may, in its sole discretion, take whatever steps it deems necessary to vacate the claim for lien or written notice of a lien by paying the amount claimed into court (together with whatever additional amounts are required to be paid into court to vacate any claim for lien). If 847 takes any such steps, the City and Hydro shall forthwith, upon demand, reimburse 847 any amounts so paid and any costs incurred by 847 as a result, including without limitation, any legal and other professional fees and disbursements..

DISPUTE RESOLUTION PROCEDURE

23. All claims, disputes, or controversies arising out of or relating to any provision of this Agreement, or the alleged wrongful exercise or failure to exercise by a party of a discretion or power given to that party under this Agreement, or the interpretation, enforceability, performance, breach, termination, or validity of this Agreement, or any matter referred to for resolution pursuant to this paragraph (collectively and individually, a "Dispute") shall be resolved in accordance with the provisions of **Schedule "G"** – Dispute Resolution Procedure.

INSURANCE

24. Prior to any entry upon the Expropriated Lands (or any part thereof) by the City, Hydro or any Authorized Users, for the purpose of carrying out any Temporary City Works, Grade Separation Works, Municipal Services Works or Hydro Works, each of the City and Hydro shall maintain, or shall cause to be maintained, commercial general liability insurance or wrap-up liability insurance including, but not limited to, coverage for personal injury and bodily injury, including death, property damage including loss of use thereof, contractual liability, non-owned automobile liability, employers liability, pollution exclusion with limited time element exception, cross liability with severability of interest clause and owners' and contractors' protective insurance coverage and shall provide certificates of insurance naming 847 as additional insured. Such insurance shall be written on an occurrence basis with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence and an aggregate limit of not less than Five Million Dollars (\$5,000,000) within any policy year with respect to completed operations. In addition, automobile liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) shall be maintained for all vehicles owned, rented, leased or borrowed by the City, Hydro or any Authorized Users.

INDEMNIFICATION

25. Subject to the next sentence in this paragraph, each of the City and Hydro covenants and agrees that it shall indemnify and hold harmless each of the 847 Parties from and against any and all claims, manner of actions, causes of action, proceedings, suits, debts, dues, accounts, bonds, covenants, contracts, statutory entitlements, claims and demands of any kind or nature whatsoever, including, without limitation, in respect of any damage to property and/or buildings, improvements, fixtures or chattels located on the 847 Remainder Lands or the Expropriated Lands and under any personal injury, health or death, suits, demands, costs, losses, expenses and damages (individually and collectively hereinafter referred to as a "Claim") suffered or incurred by the 847 Parties, or any of them, to the extent arising out of, due to or as a result of the exercise

of the easement rights granted to any of the City, Hydro or Authorized Users under this Agreement. The foregoing indemnity does not extend to any claims arising due to the negligence, other tortious acts or omissions, wilful misconduct or breach of contract by any of the 847 Parties or any one for whom 847 is responsible for in law, or to any loss of profit or consequential damages suffered or incurred by the 847 Parties, or any of them. For the sake of clarity, the foregoing limitation on indemnity does not, and is not intended to, limit the obligations of either party pursuant to any other provision in this Agreement or any claims that either party is able to prove against the other for breach of the obligations of the other pursuant to this Agreement.

GENERAL

26. Time shall be of the essence in this Agreement. Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day.
27. This Agreement, including all Schedules attached hereto (including the Additional Provisions), constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and, except as stated in the Agreement and in the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties. This Agreement supersedes all prior negotiations or agreements between the parties, whether written or verbal, with respect to the subject matter of this Agreement. Except as otherwise provided in this Agreement, references to this Agreement, or to any other agreement, shall be construed as references to this Agreement, or to such other agreement, as the same may be amended from time to time in accordance with its terms. The Project Partners and 847 are not employees or legal representatives of the other for any purpose. Neither the Project Partners nor 847 shall have the authority to enter into any contracts in the name of or on behalf of the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, business organization or agency arrangement of any kind.
28. This Agreement shall be read and construed with all changes of gender or number required by the context. References in this Agreement to any statute shall be construed as including any applicable delegated or subordinate legislation, and any reference to a statute shall be construed as including any statute or statutory provision which amends, extends, consolidates or replaces such statute.
29. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
30. Each agreement and obligation of each of the parties hereto, even though not expressed as a covenant, is considered for all purposes to be a covenant.
31. If any covenant, obligation, agreement or part thereof or the application thereof to any Person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement (or the application of such covenant, obligation or agreement or part thereof) to any Person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
32. No supplement or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto in the same manner as the execution of this Agreement.
33. Each of the parties hereto shall from time to time hereafter and upon any reasonable request of any other party hereto, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
34. Only those waivers that are given in writing will be binding. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
35. Nothing in this Agreement shall preclude the City from requiring additional easements or fee simple conveyances of any part of the 847 Remainder Lands as permitted under applicable law

36. Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the City's solicitor on behalf of the City, by Hydro's solicitor on behalf of Hydro and by 847's solicitor on behalf of 847.
37. All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors, assigns and other legal representatives and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns pursuant to the terms and conditions of this Agreement.
38. Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid registered mail, or (iii) sent by email, in each case to the applicable address set out below:

in the case of 847 addressed to it at:

c/o Davpart Inc.
4576 Yonge Street
Suite 700
Toronto, Ontario
M2N 6N4

Attention: Carmine Colafella
Telephone: 416-222-3010
Email: colafellac@davpart.com

and in the case of the City addressed to it at:

City Clerk
City of London
300 Dufferin
London, ON
N6A 4L9

Attention: Michael Schulthess
Telephone: 519-661-2489 x 5396
Email: mschulth@london.ca

and in the case of Hydro addressed to it at:

London Hydro
111 Horton Street
London, ON
N6A 4H6

Attention: Darrin Harris
Telephone: 519-661-5800
Email: harrisd@londonhydro.com

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the third day following the date of mailing, if delivered by prepaid registered mail, or on the day of email transmission, provided that in each case such day is a Business Day and the communication is so delivered, emailed or sent prior to 5:00 p.m. (Toronto time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any party may from time to time change its address under this paragraph by notice to the other parties given in the manner provided by this paragraph. In the event of a threatened or actual disruption in the postal service in the postal area through which any notice, certificate, consent, determination or other communication must be sent, such notice, certificate, consent, determination or other communication shall be delivered by telecopier transmission in accordance with this paragraph.

39. Forthwith following the Effective Date, each party shall appoint one or more construction liaisons and notify the other parties of the same. The parties hereby authorize their respective liaisons to

work together in furtherance of the goals as set out in this Agreement and, more specifically, to minimize the impacts of the Project on to the business operations of 847. Each party may change or supplement its respective liaisons from time to time at its discretion and shall promptly notify the other parties of such changes in writing. For the avoidance of doubt, no construction liaison will, in his/her/its capacity as a construction liaison, have the authority or power to grant an extension, waiver or release to any party under this Agreement or to amend this Agreement.


40. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. References to "law", "laws" or "applicable laws", or words of similar import, shall be construed as references to any statute or proclamation or any delegated or subordinate legislation, including without limitation, regulations, by-laws, ordinances, rules and codes, any binding order, direction, directive, or requirement, of or by any federal, provincial, territorial, regional, municipal or local governmental authority, quasi governmental authority, court, government or self regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, in each case having legal jurisdiction, which, in each case (regarding any of the foregoing), is in force in the Province of Ontario. Each reference to law, laws, applicable laws, or to a statute or statutory provision (including without limitation, any subordinate legislation) includes, without limitation, any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes, without limitation, any orders, regulations, by-laws, ordinances, orders, codes, instruments and any other subordinate legislation made under the relevant statute.
41. For the avoidance of doubt, references to "act or omission" or "acts or omissions" will be construed as including, without limitation, breach of contract, breach of statute, and negligence.
42. Except as otherwise set forth in this Agreement, the rights and remedies of each party specified in this Agreement are cumulative and are in addition and without prejudice to any other rights and remedies of such party under this Agreement, at law or in equity.
43. The provisions of this Agreement shall not merge on the Possession Date.
44. The City shall be fully responsible to 847 for the acts and omissions of its Authorized Users. Hydro shall be fully responsible to 847 for the acts and omissions of its Authorized Users.
45. This Agreement may be executed in any number of counterparts and each of such counterparts when executed shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Agreement. Counterparts may be executed in original or electronic PDF form and the parties hereto shall adopt any signatures received by email as original signatures of the parties.

The remainder of this page is intentionally left blank.

(signature page follows)

IN WITNESS WHEREOF 847 has executed this Agreement on the 13th day of December 2023.

847 Highbury Inc.

Per: 
Name: David Hofstedter
Title: President
I/We have authority to bind the corporation.

ACCEPTED ON BEHALF of the City on the _____ day of _____, 2024.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

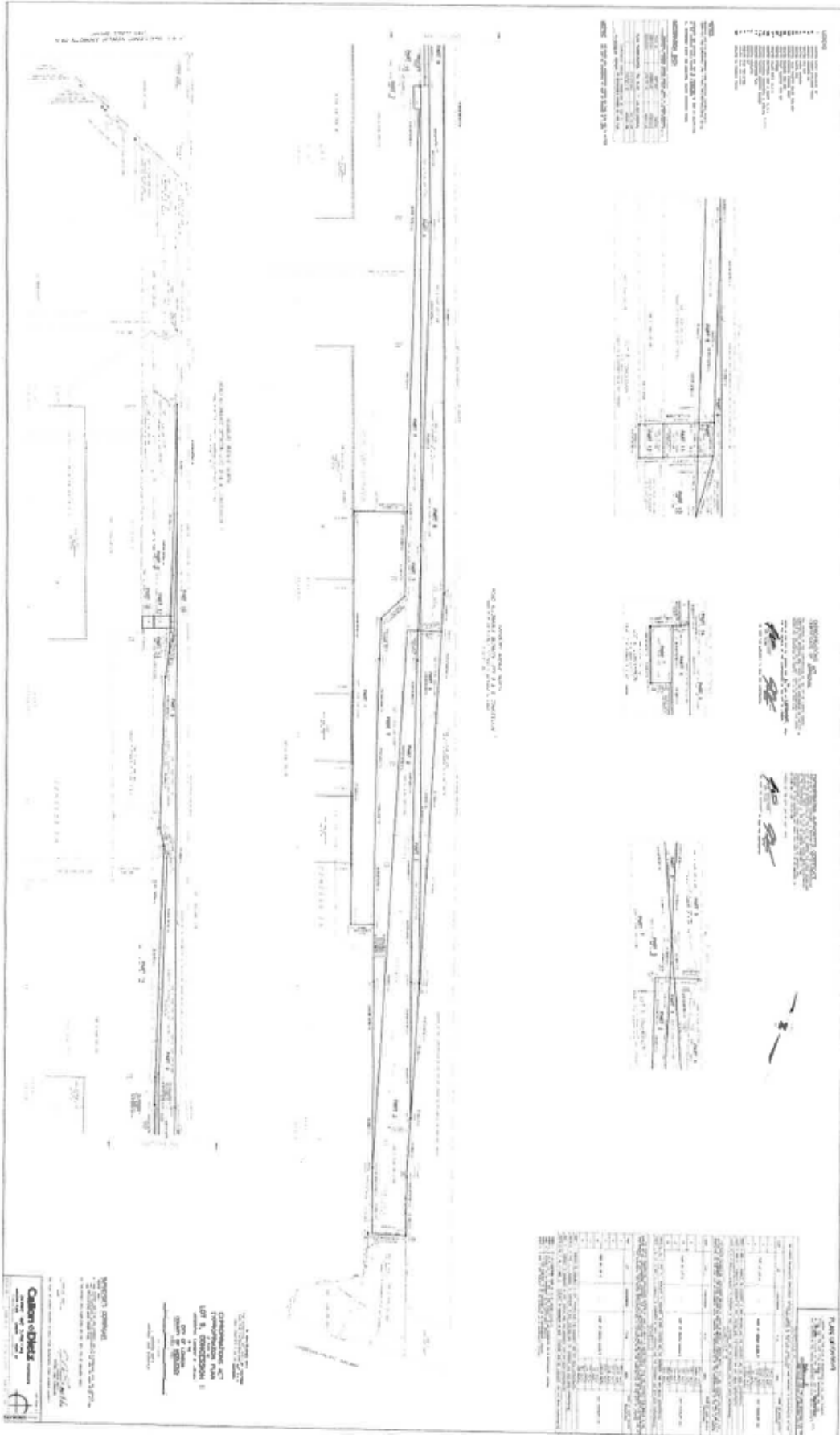
ACCEPTED ON BEHALF of Hydro on the _____ day of _____, 2024.

LONDON HYDRO INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

**SCHEDULE "A" to AGREEMENT AS TO COMPENSATION AND POSSESSION
Plan of Expropriation ER1545519**



SCHEDULE "B" to AGREEMENT AS TO COMPENSATION AND POSSESSION
FORM OF RELEASE

FULL AND FINAL RELEASE

IN CONSIDERATION of the payment of the Compensation as set out in that certain Agreement as to Compensation and Possession dated [XXXXX], 2023 (as the same may be amended, revised and/or other supplemented from time to time, collectively, the "Agreement") between the Corporation of the City of London (the "City") and **847 Highbury Inc.** (the "Owner") in respect of the expropriation of parts of the property known municipally as 847 Highbury Avenue North, London, which parts are as legally described on the Plan of Expropriation registered in the Land Registry Office for the Land Titles Division of Middlesex (No. 33) as Instrument No. ER1545519 (such expropriated parts being referred to herein as the "Property"):

The Owner hereby releases, indemnifies and forever discharges the City, its servants, agents and employees, from any and all actions, causes of action, claims and demands, which may hereafter be sustained by the Owner in connection with the expropriation of the Property by the City pursuant to and in accordance with the terms and provisions of the Agreement, and which includes all claims under the Expropriations Act, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages now known or which may be known or anticipated but which may arise in the future as a result of such expropriation of the Property by the City; in each case, except to the extent any such actions, causes or action, claims or demands arise from or relate to the negligence, misconduct or omission of the City and those for whom the City is responsible at law.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment is deemed to be no admission whatsoever of liability on the part of the City, its servants, agents and employees.

IT IS UNDERSTOOD AND AGREED that the City will pay the costs, expenses and/or fees reasonably incurred by the Owner related to the expropriation of the Property, on the basis that such fees are either agreed or assessed.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the Expropriations Act or otherwise provided in the Agreement.

IT IS UNDERSTOOD AND AGREED that this Release is intended to cover and does cover not only all now known losses and damages but any future losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof, in each case limited to and in connection with the expropriation of the Property by the City pursuant to and in accordance with the terms and provisions of the Agreement.

IT IS UNDERSTOOD AND AGREED that the Owner will maintain the confidentiality of this Release or the settlement and will not divulge either directly or indirectly, the terms, details, facts of or related discussion about the Release of settlement to any person, except to resolve the matter of costs in this proceeding, or as may be required by law, including so as to comply with tax obligations.

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims except as provided herein and that payment is not to be construed as an admission of liability upon the part of the City, by whom liability is expressly denied. It is further understood that as of the date of the release the Owner has received legal advice regarding this Release.

IN WITNESS WHEREOF the undersigned has executed this Release as of [XXXXX].

847 Highbury Inc.

David Hofstedter, President

SCHEDULE "C" to AGREEMENT AS TO COMPENSATION
GRADE SEPARATION WORKS

1. In carrying out the Grade Separation Works:
 - (a) the City shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Grade Separation Works;
 - (b) except to the extent permitted in writing by 847, the City shall not, and shall not cause or permit any other Person to: (i) interfere with, obstruct, disrupt or otherwise block parking on the 847 Remainder Lands (including in respect of parking spaces currently in use on the 847 Remainder Lands); (ii) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste;
 - (c) the City shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Grade Separation Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) the City or its Authorized User shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. The City or its Authorized User shall be responsible for filing any documents necessary for the Grade Separation Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. The City shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) the City shall ensure that the Grade Separation Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) the City shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any Grade Separation Works;
 - (g) a representative of the City shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) the City shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Grade Separation Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit the City or its Authorized Users to conduct the Grade Separation Works in accordance with this Agreement;
 - (i) regular construction hours of 7am to 7pm on weekdays are anticipated to be required in order to complete the Grade Separation Work in a timely fashion. The work shall be staged to minimize disruption to 847, the tenants of the 847 Lands from time to time, and the respective present and future business operations at or from the 847 Lands. Where

required and where disruption to access or operations may occur, the Authorized Users may need to work overnight or on weekends to complete work at key crossings or conflict points. The City shall advise and coordinate all staging and scheduling plans with the owner and tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Grade Separation Works.

2. Upon completion of the Grade Separation Works, the City shall, at its sole expense, restore any damage to the Expropriated Easement Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Grade Separation Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon such lands.

DESCRIPTION OF GRADE SEPARATION WORKS

3. The Grade Separation Works relate to the Highbury Avenue bridge overpass and will be constructed fully within the City right-of-way and/or permanent easement, including retaining walls, new abutments and widening of the existing bridge to the west. Transition grading will be required along the toe of the retaining wall and extending north along the subject property frontage, with the majority of the grading kept within the City right-of-way and/or permanent easement. Some grading will extend on to the subject property to properly blend back in to existing grades, with slopes not to exceed 3:1 (horizontal to vertical).
4. All grading and ground-cover alongside the retaining walls and abutments to be constructed in connection with the Grade Separation Works and which form part of the 847 Remainder Lands shall be completed by the City as asphalt-paved parking areas based project specifications, acting reasonably; for certainty, such asphalt-paved parking areas shall extend fully to the edge of any such retaining walls and abutments alongside the 847 Remainder Lands. There shall be no grass or vegetation grading alongside any portion of the retaining walls or abutments which abut any portion of the 847 Remainder Lands. Any retaining walls and abutments abutting the 847 Remainder Lands shall be protected with curbing. All costs and expenses of the foregoing shall be for the account of the Project Partners, as applicable.
5. The Grade Separation Work shall include fencing based on project specifications, acting reasonably, which shall extend fully to the edge of any retaining walls and abutments alongside the 847 Remainder Lands. All costs and expenses of the foregoing shall be for the account of the Project Partners, as applicable.
6. The Grade Separation Work shall include lighting to be located at mutually agreed upon locations alongside the 847 Remainder Lands, based on project specifications, acting reasonably. All costs and expenses of the foregoing shall be for the account of the Project Partners, as applicable.
7. Following the Effective Date and prior to the commencement of the Grade Separation Works, the City and its Consultant Team will consult with the 847 Parties in respect of the grading, ground-cover, fencing and lighting as noted above to ensure that the requirements of the 847 Parties are understood and met in respect of same.

**SCHEDULE "D" to AGREEMENT AS TO COMPENSATION
MUNICIPAL SERVICES WORKS**

8. In carrying out the Municipal Services Works:
- (a) the City shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Municipal Services Works;
 - (b) except to the extent permitted in writing by 847, the City shall not, and shall not cause or permit any other Person to: (i) interfere with, obstruct, disrupt or otherwise block parking on the 847 Remainder Lands; (ii) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste; or (iii) trim or remove any trees on or affecting any property owned by 847;
 - (c) the City shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Municipal Services Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) the City or its Authorized User shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. The City or its Authorized User shall be responsible for filing any documents necessary for the Municipal Services Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. The City shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) the City shall ensure that the Municipal Services Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) the City shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any Municipal Services Works;
 - (g) a representative of the City shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) the City shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Municipal Services Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit the City or its Authorized Users to conduct the Municipal Services Works in accordance with this Agreement;
 - (i) Regular construction Hours of 7am to 7pm weekdays are anticipated and required to complete the work in a timely fashion. The work shall be staged to minimized disruption to access and operations of the property, owners and tenants. Where required and where disruption to access or operations may occur, the City's contractor may need to

work overnight or on weekend to complete work at key crossings or conflict points. The City shall advise and coordinate all staging and scheduling plans with the owner and tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Grade Separation Works.

9. Upon completion of the Municipal Services Works, the City shall, at its sole expense, restore any damage to the Expropriated Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Municipal Services Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon such lands.

DESCRIPTION OF MUNICIPAL SERVICES WORKS

10. The Municipal Services Works shall consist of the a new municipal watermain to be constructed within the proposed permanent easement, to replace/relocate the existing watermain within the existing easement, to facilitate the construction of the road/bridge widening. The new watermain shall be constructed fully within the proposed municipal easement, extending from the CP Rail crossing to approximately near the south end of the North American Trade School building where the watermain reconnects to the existing watermain. To accommodate the new watermain and hydro relocation, the private watermain fronting the Wise Buys building and up to the south end of the North American Trade School building will be relocated to outside of the proposed municipal easement. All existing connections and fire hydrants will be restored. The existing sanitary service fronting the Wise Buys building, servicing the Sheffield Moving & Storage building will also be relocated to outside of the municipal easement. The storm drain service to the North American Trade School building, at the southeast corner of the building, will also be replaced. All connections to the existing service and downstream sewers will be restored. The watermain/hydro relocation will also require the removal and replacement of existing fencing and gates within the proposed easement area. All fencing and gates will be replaced with similar materials, heights, and locations.

SCHEDULE "D-1" to AGREEMENT AS TO COMPENSATION
MUNICIPAL SERVICES EASEMENT

THIS GRANT OF EASEMENT made this ___ day of _____,

B E T W E E N:

847 Highbury Inc.
(the "Transferor")

- and -

THE CORPORATION OF THE CITY OF LONDON
(the "Transferee")

WHEREAS the Transferor is the fee simple owner of the lands legally described as Part of Lot 9, Concession 1, LONDON/LONDON TOWNSHIP being part of PIN #08290-0220 (LT) and more particularly described as parts 2, 6, and 7 on Expropriation Plan ER1545519 (the "Lands");

AND WHEREAS the Transferor has agreed to grant to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of EIGHTY ONE THOUSAND DOLLARS (\$81,000.00) of lawful money of Canada paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary, in, through, over, on and under the Lands.

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective

847 Highbury Avenue North, London

successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

THE CORPORATION OF THE CITY OF LONDON

Name:
Title:
I have authority to bind the corporation

847 Highbury Inc.

David Hofstedter
President

SCHEDULE "E" to AGREEMENT AS TO COMPENSATION
HYDRO WORKS

11. In carrying out the Hydro Works:
- (a) Hydro shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Hydro Works;
 - (b) except to the extent permitted in writing by 847, Hydro shall not, and shall not cause or permit any other Person to: (i) interfere with, obstruct, disrupt or otherwise block parking on the 847 Remainder Lands; (ii) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste; or (iii) trim or remove any trees on or affecting any property owned by 847;
 - (c) Hydro shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Hydro Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) Hydro or its Authorized user shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. Hydro or its Authorized user shall be responsible for filing any documents necessary for the Hydro Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. Hydro shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) Hydro shall ensure that the Hydro Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) Hydro shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any planned Hydro Works of a non-emergency nature;
 - (g) a representative of Hydro shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) Hydro shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Hydro Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit Hydro or its Authorized Users to conduct the Hydro Works in accordance with this Agreement;
 - (i) Regular construction Hours of 7am to 7pm weekdays are anticipated and required to complete the work in a timely fashion. The work shall be staged to minimized disruption to access and operations of the property, owners and tenants. Where required and where disruption to access or operations may occur, the City's contractor may need to work overnight or on weekend to complete work at key crossings or conflict points. The

City shall advise and coordinate all staging and scheduling plans with the owner and tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Hydro Works.

- (j) It is hereby acknowledged and agreed between the parties hereto that any references to the timing and performance of Hydro Works do not apply to emergency attendances and work that must be carried out on an urgent basis.
12. Upon completion of the Hydro Works, Hydro shall, at its sole expense, restore any damage to the Expropriated Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Hydro Works, as much as reasonably possible to the condition they were in before Hydro or its Authorized Users entered upon such lands.

DESCRIPTION OF HYDRO WORKS

13. The Hydro Works shall consist of new municipal hydro ducts to be constructed within the proposed permanent easement, to replace the existing overhead hydro servicing along the subject property frontage to facilitate the construction of the road/bridge widening. The new hydro ducts, manholes, and servicing shall be constructed fully within the proposed municipal easement, extending from the CP Rail crossing to approximately near the midpoint of the building north of the North American Trade School building where the new ducts will reconnect to the existing overhead hydro pole line. New underground services to Wise Buys and Sheffield Moving & Storage will also be constructed, replacing the existing aerial services. To accommodate the new hydro duct relocation and retaining wall installation, the existing communications service fronting the Wise Buys frontage and extending to the Sheffield Moving and Storage building will need to be relocated/replaced. The exact limits of the replacement will need to be confirmed on site during construction due to the lack of existing available information of the existing service. The scope of work also includes the installation of guy wires and support poles.

SCHEDULE "E-1" to AGREEMENT AS TO COMPENSATION
HYDRO EASEMENT

THIS GRANT OF EASEMENT made this ___ day of _____, 2022.

B E T W E E N:

847 Highbury Inc.
(the "Transferor")

- and -

London Hydro Inc.
(the "Transferee")

WHEREAS the Transferor is the fee simple owner of the lands legally described as Part of 9, Concession 1; LONDON/LONDON TOWNSHIP being part of PIN #08290-0220 (LT) and more particularly described as Parts 2, 6, 7, 10, 11, and 12 on Expropriation Plan ER1545519 ("the Lands").

AND WHEREAS the Transferor has agreed to grant to the Transferee an easement to supply a public utility service, in, over and upon the said lands;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross in perpetuity to enter on and construct, repair, replace, inspect, operate, maintain and make additions to their respective lines of electric power and services wires and cables, both buried and aerial, conduits, conduit structures, markers, equipment cabinets, fixtures, guys and anchors and equipment, and all appurtenances or accessories thereto, as the Transferee may from time to time and at any time hereafter deem requisite upon, over, under, along and across the Lands as may from time to time be unencumbered by any buildings or other structures, fences excepted, for the purposes of furnishing hydro-electric services to the premises from time to time which may exist on the lands and on adjoining land, whether owned by the Transferor or any other person or Corporation.

TOGETHER WITH the full right, liberty, privilege and easement in gross unto the Transferee, its successors and assigns and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid.

AND TOGETHER WITH the right to attach other wires, cables and accessories and authorize the attachment of wires, cables and accessories or the laying, repairing or renewing of underground cables, transformer vaults, services pedestals and any other fixtures or equipment by any other company or commission for the purpose only of supplying a public utility service to the Lands and/or adjoining lands.

IT SHALL BE LAWFULL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said Lands or to the Transferor from time to time. The Transferee shall have the right to remove soil, surfacing, and/or pavement as may be necessary or convenient in the exercise of the rights and privileges hereby granted.

THE TRANSFEEE COVENANTS to indemnify, defend with counsel and save harmless the Transferor from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of London Hydro Inc., liability on account of injury to, or death of, persons or damage or property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the defence of same, on account or in any way incident to the use of the Lands by the Transferee's employees, agents and contractors pursuant to this Easement except those claims, demands, suits, or causes of action arising out of the negligence of the Transferor.

THE TRANSFEEE FURTHER COVENANTS with the Transferor that it will restore the said Lands, to a condition approximately the same as the condition that existed immediately prior to each and every entry

847 Highbury Avenue North, London

upon the said Lands.

THE TRANSFEROR FURTHER COVENANTS that no buildings or other structure shall be erected on or over the Lands without the written consent of the Engineer of the Transferee.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easement hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

It is hereby agreed that the covenants and agreements on the part of the Transferor shall run with the Lands, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument.

Where the context requires, the masculine shall be construed as feminine or neutral and the singular shall be construed as plural.

LONDON HYDRO INC.

Name:
Title:
I have authority to bind the corporation

847 Highbury Inc.

David Hofstedter
President

**SCHEDULE "F" to AGREEMENT AS TO COMPENSATION
TEMPORARY CITY WORKS**

1. In carrying out the Temporary City Works:
 - (a) the City shall ensure compliance with the terms and provisions of the Agreement to which this Schedule is attached, to the extent applicable to the Hydro Works;
 - (b) except to the extent permitted in writing by 847, the City shall not, and shall not cause or permit any other Person to: (i) use or occupy, at any time, any part of any property owned by 847 for the parking of vehicles, the placement of temporary offices or other temporary structures, staging, or the lay down or storage of products, materials, equipment, debris or waste; or (ii) trim or remove any trees on or affecting any property owned by 847;
 - (c) the City shall ensure that the 847 Remainder Lands, are at all times kept free from the accumulation of waste and debris, and that upon completion of any of the Temporary City Works, or at such earlier dates requested in writing by 847, all waste and debris are removed from the 847 Remainder Lands;
 - (d) the City or its Authorized User shall have and assume overall responsibility for construction health and safety in compliance with the laws, regulations, rules and practices required by the applicable construction health and safety legislation, including, for greater certainty and without limitation, as "constructor" for the purposes of the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, and shall perform all duties and responsibilities as "constructor" under the *Occupational Health and Safety Act* (Ontario) and the regulations thereunder. The City or its Authorized User shall be responsible for filing any documents necessary for the Temporary City Works to comply with the *Workplace Safety and Insurance Act, 1997* (Ontario) and/or, as applicable, the *Occupational Health and Safety Act* (Ontario), and/or any regulations thereunder, including without limitation, any notice of project. The City shall, as and when requested by 847, cooperate and cause any and all relevant Authorized User to cooperate with 847 in connection with any inspection or investigation under the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder and shall reimburse 847 on demand for any and all defence costs and fines suffered or incurred by 847 or any of its officers, directors or employees in connection with any inspection or investigation under, or any breach or alleged breach of, the *Occupational Health and Safety Act* (Ontario) or any regulations thereunder;
 - (e) the City shall ensure that the Temporary City Works are carried out in accordance with all applicable laws and shall obtain and maintain, or cause to be obtained and maintained, all applicable permits, licences and approvals and satisfy, or cause to be satisfied, any requirements thereof or in connection therewith, all at no rise or cost and expense to 847 or any tenants of the 847 Lands;
 - (f) the City shall give 847 at least fourteen (14) days prior written notice of the proposed commencement date for any Temporary City Works;
 - (g) a representative of the City shall consult with a representative of 847 from time to time upon request to inform the dates and times at which such works will be carried out and to identify the locations on the 847 Lands on which such works will be carried out and consider any concerns expressed by 847 in relation to same;
 - (h) the City shall be responsible for obtaining, at its sole expense, any third-party consents required in connection with any of the Temporary City Works, and 847 shall execute any consent or waiver that is reasonably required in order to permit the City or its Authorized Users to conduct the Temporary City Works in accordance with this Agreement;
 - (i) Regular construction Hours of 7am to 7pm weekdays are anticipated and required to complete the work in a timely fashion. The work shall be staged to minimized disruption to access and operations of the property, owners and tenants. Where required and where disruption to access or operations may occur, the City's contractor may need to work overnight or on weekend to complete work at key crossings or conflict points. The City shall advise and coordinate all staging and scheduling plans with the owner and

tenants to complete all works in a timely manner. The City will make best efforts to minimize disruptions during the course of the Grade Separation Works.

2. Upon completion of the Temporary City Works, the City shall, at its sole expense, restore any damage to the Expropriated Lands and any damage to the 847 Remainder Lands, if any, arising from or in connection with the performance of the Temporary City Works, as much as reasonably possible to the condition they were in before the City or its Authorized Users entered upon such lands.

DESCRIPTION OF TEMPORARY CITY WORKS

3. The Temporary City Works shall consist of a temporary construction easement that has been identified to allow access on the subject property, outside of the proposed permanent easement. This easement area generally captures the limits of the proposed relocated private watermain and sanitary services. A temporary easement area has not been shown for the hydro service replacements to the buildings noted above. All surface works within the temporary easement area and as required to accommodate the hydro service replacement will be restored to as good or better condition than existing. Temporary access along the permanent easement will also be required to accommodate the trenchless watermain and hydro duct installation under the CP Rail tracks. Works will generally be confined to the CP right-of-way area and the east limits of the Sheffield Moving & Storage parking lot area. Where any existing fencing is removed to accommodate the work, temporary fencing will be provided to maintain separation of the work area. All fencing and surface works will be restored.

SCHEDULE "F-1" to AGREEMENT AS TO COMPENSATION
TEMPORARY CITY WORKS EASEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "City")

- and -

847 Highbury Inc.
(the "Owner")

WHEREAS the Owner is the owner of the lands municipally known as PART LOT 9 Concession 1; LONDON/LONDON TOWNSHIP being part of PIN #08290-0220 and more particularly described as parts 1, 8, 10, 13, and 14 on Expropriated Plan ER1545519 (the "Temporary Easement Lands").

AND WHEREAS the City requires a temporary easement over the Easement Lands for the purposes described herein and the Owner is agreeable to providing same, subject to certain terms and conditions;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Construction Access Easement:** The Owner hereby grants to the City, its employees, servants, agents, contractors, successors, agents and assigns, a non-exclusive and temporary easement in gross, free and uninterrupted, for access upon, over, in, under and across the Easement Lands for all purposes related to construction activities (the "Temporary Easement").
2. **Consideration:** The City shall pay the Owner the total amount of TWO DOLLARS (\$2.00) as payment for the Temporary Easement, payable in cash or cheque on or before January 8, 2024.
3. **Term:** The parties agree that this Temporary Easement shall be in effect from January 8, 2024 to December 31, 2025 or for such further period as the parties may agree (the "Term").
4. **Extension of Term:** The Owner hereby grants the City an option to extend the Term of this Temporary Easement up to two (2) times, each for an additional period of one (1) year. Each extension shall commence at the end of the existing Term and shall take effect upon:
 - a. Written notice being provided by the City to the Owner exercising the option to extend; and
 - b. The City providing an additional payment to the Owner in the total amount of TWO DOLLARS (\$2.00) per annum,all to be provided prior to the commencement of each extension of the Term.
5. **Additional Terms:**
 - a. The City shall make best efforts to restore the Easement Lands to its original condition prior to entry prior to the expiry of the Term.
 - b. The Easement Lands will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the Term.
 - c. The sum set out as the consideration in this Agreement is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
6. **Indemnity:** The City shall indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence

847 Highbury Avenue North, London

of same, reasonably caused by the use of the Temporary Easement by the City's employees, agents and contractors, pursuant to this Agreement, except those claims, demands, suits, or causes of action arising out of the negligence of the Owner.

7. Successor & Assigns:

- a. The Owner acknowledges that this Temporary Easement reflects an interest in the Easement Lands to the extent described herein and shall enure to the benefit of and be binding up the heirs, executors, administrators, successors and assigns of the undersigned.
- b. The City may, at its option and cost, take steps to register this Agreement against title to the Easement Lands. The Owner agrees to execute any and all documentation necessary to effect the registration of the Temporary Easement on title to the Easement Lands.

DATED this _____ day of _____,

847 Highbury Inc.

Name: David Hofstedter
Title: President

I have authority to bind the corporation

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law A-1 of the Council of The Corporation of the City of London passed the 15th day of November, 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "G" to AGREEMENT AS TO COMPENSATION
DISPUTE RESOLUTION PROCEDURE

1. Overview

Except as otherwise expressly set out in this Agreement or as all parties to the Dispute may otherwise agree to in writing, the Dispute Resolution Procedure shall be followed in the order set out below:

- (a) the Dispute Resolution Procedure shall be started by delivery of a notice ("**Dispute Notice**") from one party to both of the other parties providing details of the Dispute and invoking the Dispute Resolution Procedure in respect of that Dispute. A Dispute Notice must expressly state that it is a notice of dispute or a dispute notice;
- (b) the parties shall attempt to resolve the Dispute identified in a Dispute Notice at a Settlement Meeting (as defined below) conducted in accordance with paragraph 2 of this Schedule; and
- (c) if the Settlement Meeting does not result in resolution of the Dispute within the period contemplated in paragraph 2 of this Schedule, any party to the Dispute may refer the Dispute to arbitration in accordance with paragraph 3 of this Schedule, failing which any party to the Dispute may commence litigation in accordance with paragraph 4 of this Schedule.

2. Settlement Meeting

- (a) Within fifteen days after the delivery of a Dispute Notice, the parties' respective representatives shall meet at a mutually acceptable time and place to attempt to resolve the Dispute (a "**Settlement Meeting**"). For greater certainty, the parties may, by mutual agreement, hold Settlement Meetings by phone or video conference. The parties will, through their respective representatives, make reasonable efforts to resolve the Dispute amicably and promptly, and may, by mutual agreement, meet subsequently in an effort to resolve the Dispute.
- (b) If the Dispute is not resolved through the Settlement Meeting or subsequent meeting(s) within 21 days from delivery of the Dispute Notice, then any party may refer the Dispute to arbitration in accordance with paragraph 3 of this Schedule, failing which any party may commence litigation in respect of the Dispute pursuant to paragraph 4 of this Schedule.
- (c) All negotiations held pursuant to this paragraph 2 will be held on a without prejudice and confidential basis and will not be disclosed, used or sought to be introduced by any party as evidence at any other proceeding. All information and documents provided or made available by or on behalf of a party or its representatives in connection with efforts to resolve a Dispute in accordance with this paragraph 2 shall be provided or made available, as the case may be, on a without prejudice and confidential basis.

3. Arbitration

- (a) Any party may refer to arbitration:
 - A. any Dispute which is not resolved by agreement between the Parties within the period contemplated in paragraph 2;
 - B. any Dispute which another provision of this Agreement expressly provides may be directed to arbitration in accordance with this paragraph 3; or
 - C. any Dispute relating to the scope of arbitration or whether a Dispute is properly referable to arbitration pursuant the terms of this Agreement.
- (b) A Dispute referred to arbitration shall be decided by a single arbitrator. A Dispute shall be referred to arbitration by the party desiring arbitration (the "**Initiating Party**") giving notice to the other party or parties entitled to the participate in the arbitration proceedings (the "**Responding Party**") specifying the matter to be arbitrated and submitting the names of three potential arbitrators that would be acceptable to the Initiating Party (the "**Arbitration Notice**"). The date of delivery of the Dispute Notice is the "**Arbitration Commencement Date**".

- (c) Within 14 days of the Arbitration Commencement Date, the Responding Party shall either select one of the three potential arbitrators proposed by the Initiating Party or submit the names of three potential arbitrators that would be acceptable to the Responding Party. If the parties are not able to agree on an arbitrator within 28 days of the Arbitration Commencement Date, then any party may apply to the Ontario Superior Court of Justice, in accordance with the provisions of the *Arbitration Act, 1991* (Ontario), to have an arbitrator appointed. Each party shall bear its own costs with respect to the application to the Ontario Superior Court of Justice for such purpose.
- (d) All arbitrators presented for consideration pursuant to this paragraph 3 must have qualifications and experience relevant to the issues in the Dispute and also have qualifications and experience as arbitrators. In selecting an arbitrator, the parties and, as applicable, the Ontario Superior Court of Justice, shall have regard to the education, training or experience to decide the matter in Dispute and shall use reasonable efforts to select an arbitrator with at least ten years' related experience.
- (e) Except in respect of the process for selecting arbitrators (which shall be as set out above) or as otherwise expressly provided herein, the arbitration shall be conducted and determined in accordance with the *Arbitration Act, 1991* (Ontario) and the ADR Institute of Canada Arbitration Rules that are in force at the time of the arbitration. For greater certainty, unless the parties to the Dispute otherwise agree in writing, the ADR Institute of Canada will not administer the arbitration of the Dispute.
- (f) The arbitrator will have the authority to award any remedy or relief that a judge of the Ontario Superior Court of Justice could order or grant in accordance with this Agreement.
- (g) All meetings and hearings will take place in the English language in the City of London. The arbitrator shall proceed promptly to hear and determine the Dispute. Subject to the foregoing, the arbitrator may fix the date, time and place of meetings and hearings in the arbitration and will give all parties adequate notice of same. Subject to any adjournments which the arbitrator allows, or any written agreement of the parties to the contrary, the final hearing will be continued on successive Business Days until it is concluded. All meetings and hearings will be in private unless the parties otherwise agree in writing and each party will be entitled to be represented at any meetings or hearings by legal counsel. Any party may examine and re-examine all its own witnesses at the arbitration and may cross-examine all of the other parties' witnesses, provided the cross-examining party has taken a position adverse to the party for whom the witness is giving evidence.
- (h) Except as otherwise agreed to in writing by the parties to the Dispute, the arbitration will be kept confidential and the existence of the proceedings and any element of it (including any pleadings, briefs or other documents submitted and exchanged, and testimony or other oral submission and any awards) will not be disclosed by the arbitrator, the parties, their respective counsel or any person necessary to conduct the proceeding, except as may be required by applicable law or as lawfully required in judicial proceedings related to the arbitration or otherwise.
- (i) Notwithstanding any provision to the contrary in the procedural rules applicable to the arbitration or any applicable legislation, unless agreed by the parties in writing, the arbitrator shall not be entitled to retain his/her own expert.
- (j) Unless the parties agree in writing to the contrary, the arbitrator shall be required to make and send a decision in writing to the parties not later than 30 days after the conclusion of the hearing and, unless the parties agree in writing otherwise, shall provide reasons as part of such decision. Costs may be awarded by the arbitrator in accordance with the ADR Institute of Canada Arbitration Rules unless the parties have previously agreed in writing on the basis for the apportionment of costs.
- (k) The decision of the arbitrator will be final and binding upon the parties as to any matter or matters so submitted to arbitration and subject only to judicial review or an appeal in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). Judgment may be entered upon the award in accordance with applicable laws in any court having jurisdiction.

4. Litigation

- (a) If a Dispute Notice has been issued by a party in accordance with the requirements of this Agreement and no Arbitration Notice has been issued by a party to the other parties within the prescribed timeframe, then any party may commence litigation in respect of the Dispute in the Ontario Superior Court of Justice at Toronto.

5. Mediation

- (a) Nothing in this Agreement shall prevent the parties from agreeing to a mediation of any Dispute pursuant to mutually agreeable terms at any time after a Dispute Notice has been delivered and a Settlement Meeting has been conducted.
- (b) Any mediation held pursuant to this paragraph 5 will be held on a without prejudice and confidential basis and will not be disclosed, used or sought to be introduced by any party as evidence at any other proceeding. All information and documents provided or made available by or on behalf of a party or its representatives in connection with efforts to resolve a Dispute in accordance with this paragraph 5 shall be provided or made available, as the case may be, on a without prejudice and confidential basis.

6. Strict Compliance with Time Limits

- (a) The parties agree that timely resolution of any Dispute is mutually beneficial and, in order to achieve timely resolution, the time limits as set out in this Dispute Resolution Procedure shall be strictly enforced. Notwithstanding the preceding sentence, the parties may, from time to time, agree in writing to extend any of the time periods contemplated in this Dispute Resolution Procedure as they relate to a particular Dispute, and each party shall act reasonably in this regard.

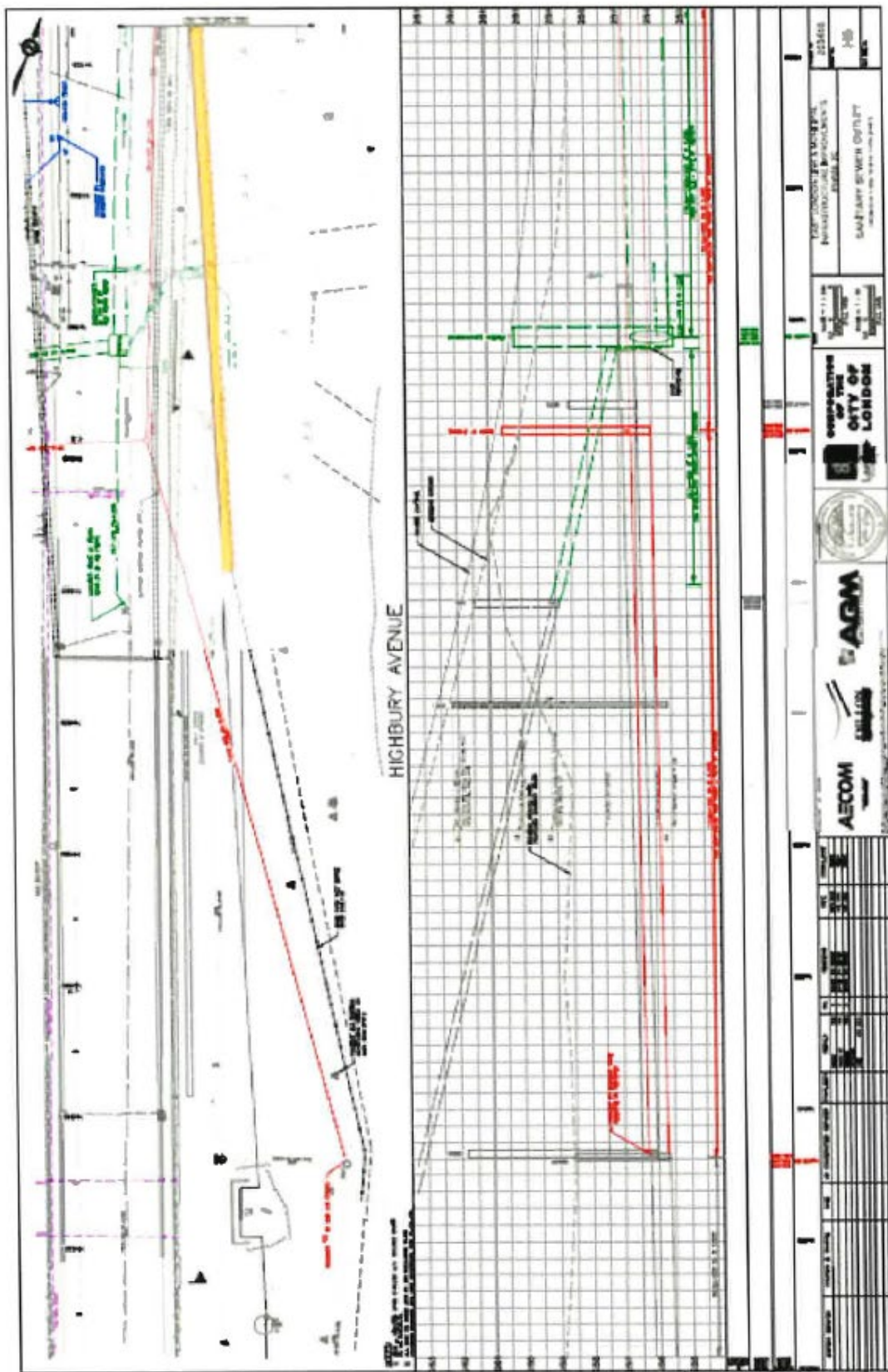
7. Performance During Dispute

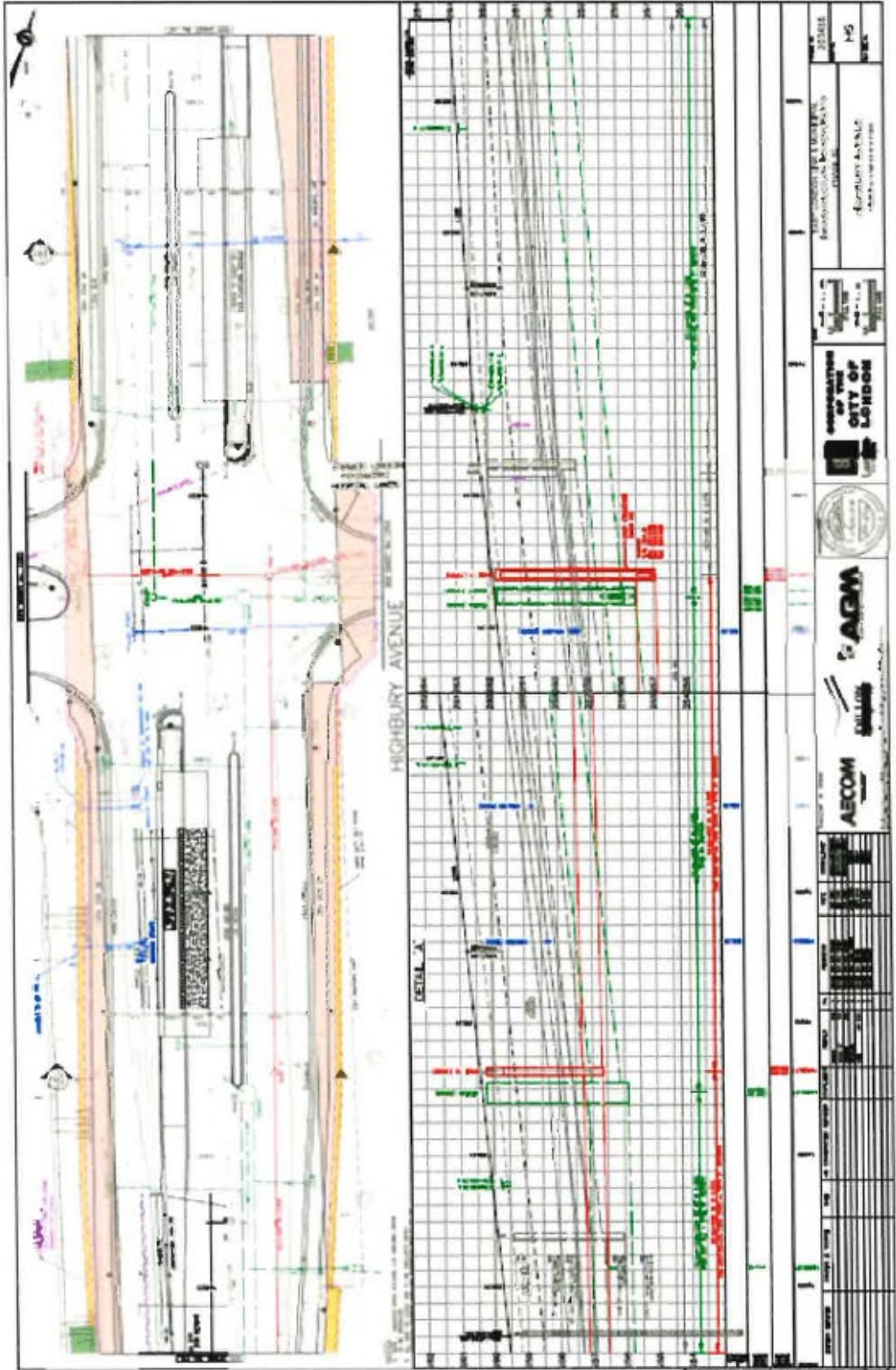
- (a) Notwithstanding the existence of any Dispute, the parties shall, to the extent not precluded by the matter in Dispute, continue to diligently carry out their respective obligations under this Agreement without prejudice to any party's right to contest, dispute and challenge the relevant matter in accordance with the provisions of this Agreement.

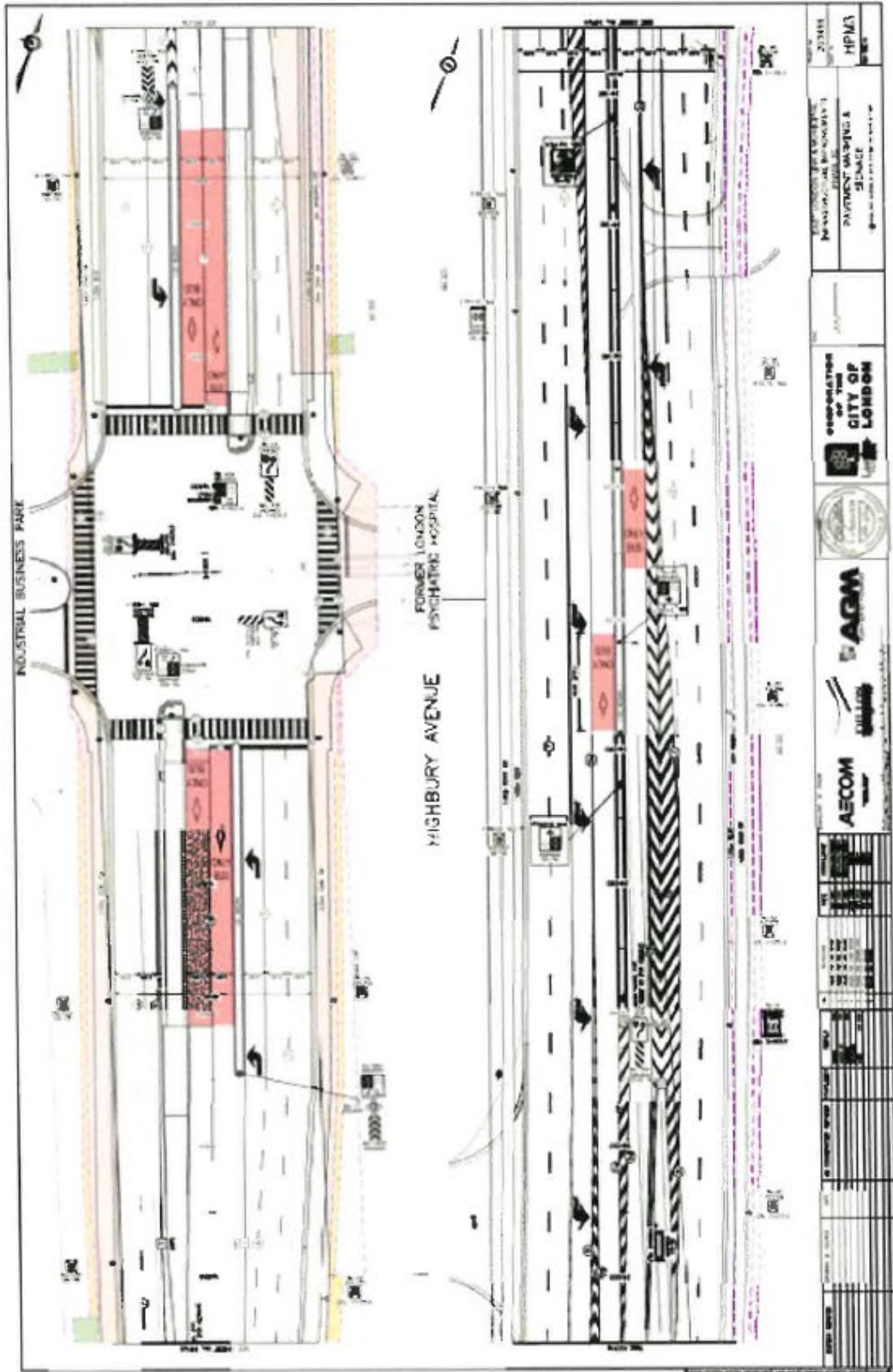
8. Interim Protection

- (a) Nothing contained in the Dispute Resolution Procedure or any other provision of this Agreement will prevent any party from seeking interim protection from the Ontario Superior Court of Justice, including without limitation, seeking an interlocutory injunction where available pursuant to applicable law, if necessary to prevent irreparable harm to a party.

**SCHEDULE "H" to AGREEMENT AS TO COMPENSATION
 SKETCH OF MAIN ENTRANCE AND NORTHERLY ENTRANCE**







Appendix A – Source of Financing Report

Appendix "A" CONFIDENTIAL

#24005

January 15, 2024
(Settlement Agreement)

Chair and Members
Corporate Services Committee

RE: 847 Highbury Ave North
East London Link Project
(Subledger LD220069)
Capital Project RT1430-3B - East London Link - Land Rapid Transit
847 Highbury Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	16,000,000	2,202,008	390,948	13,407,044
Total Expenditures	\$16,000,000	\$2,202,008	\$390,948	\$13,407,044

Sources of Financing

Capital Levy	1,069,947	147,252	26,143	896,552
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	14,930,053	2,054,756	364,805	12,510,492
Total Financing	\$16,000,000	\$2,202,008	\$390,948	\$13,407,044

Financial Note:

Purchase Cost	\$250,000
Add: Due Diligence and Other Costs	132,000
Add: Land Transfer Tax	2,225
Add: HST @13%	49,660
Less: HST Rebate	<u>-42,937</u>
Total Purchase Cost	<u>\$390,948</u>

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

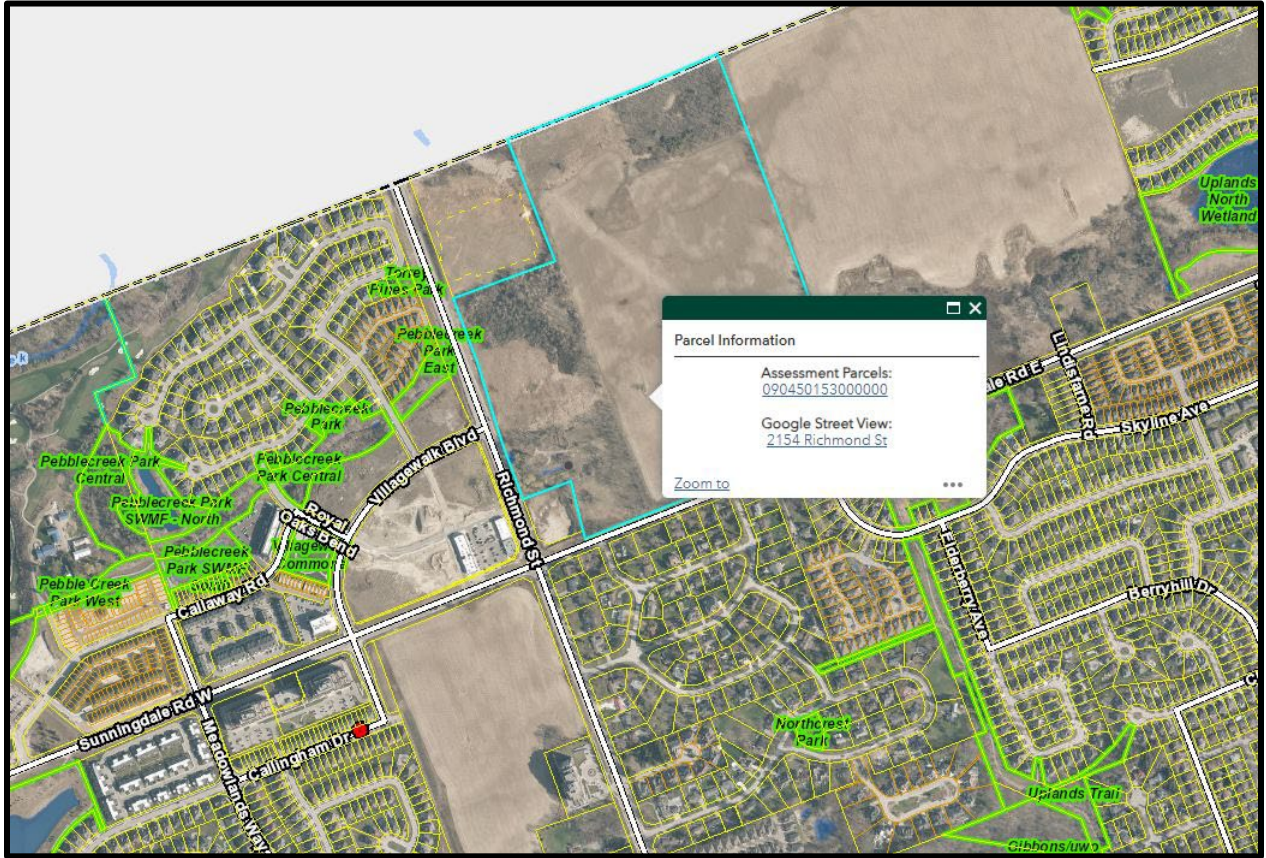


Jason Davies
Manager, Financial Planning & Policy

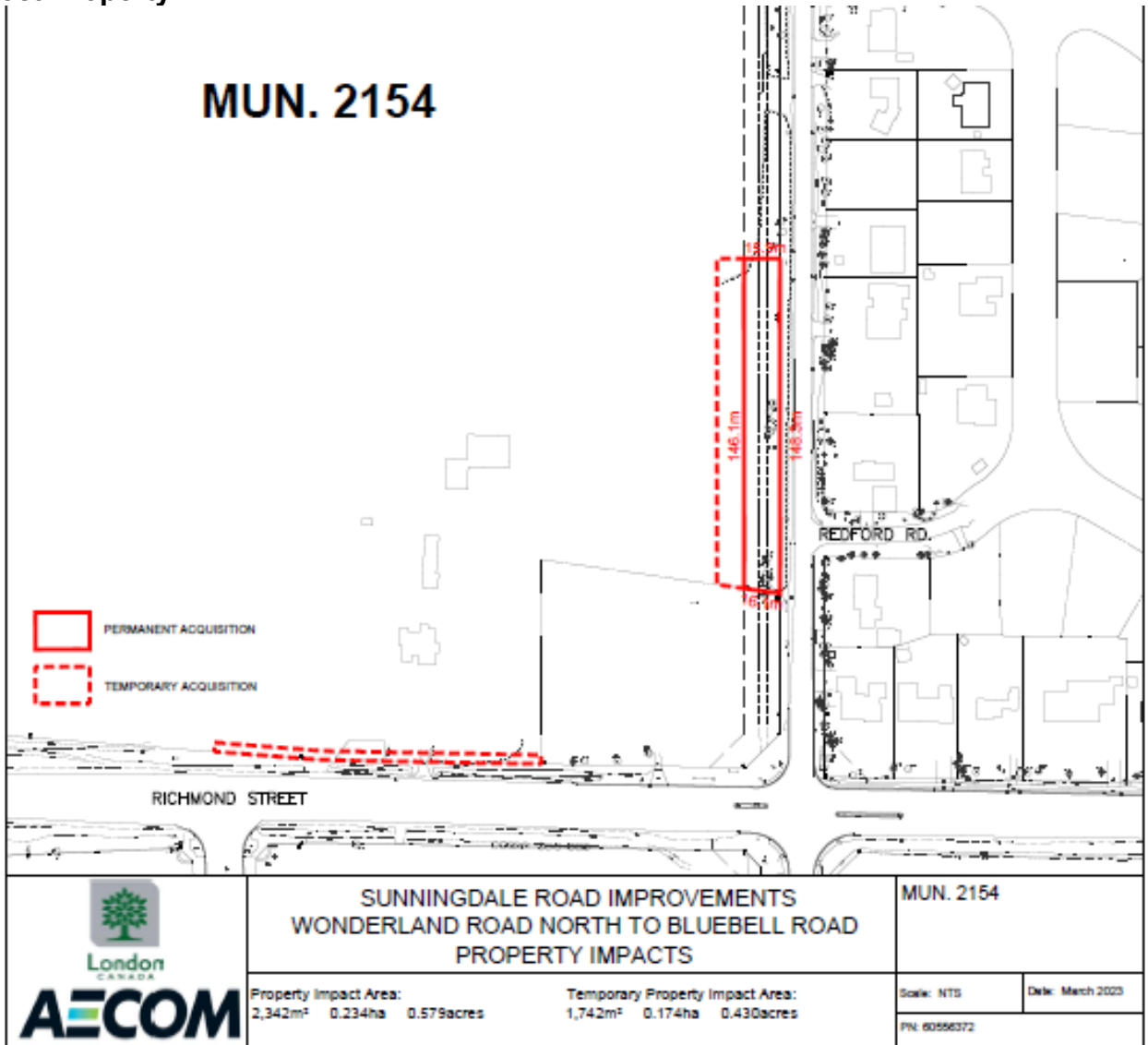
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Appendix B – Location Map

Parent Parcel



Subject Property



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DREWLO HOLDINGS INC.

REAL PROPERTY:

Address 2154 Richmond Street, London, Ontario N5X 4B8

Location Intersection of Richmond Street and Sunningdale Road East.

Approximate Measurements Frontage: 151.912m. (498.39 ft)
Depth: 16.055m (52.67 ft) on West side, 15.905m (52.18 ft) on East side.
Area: 2398.28m² (25,814.87 ft²)
Shape: Rectangular-like

Legal Description: Part of Lot 16, Concession 6 (Geographic Township of London) In the City of London, County of Middlesex, Designated as Part 2,3,4,5 on Reference Plan 33R-21696 Being Part of PIN 08145-0152 as shown in Schedule "A" attached hereto to be more particularly described on a reference plan to be deposited. (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FIVE HUNDRED FOUR THOUSAND DOLLARS (\$504,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than January 26th, 2024, after which date, if not accepted by Council, this Offer shall be null, and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on April 12th, 2024 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on April 26th, 2024. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall

be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O., Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes. The Purchaser will indemnify and save the Vendor harmless from all losses, costs, claims, third party actions, damages and expenses of every nature and kind which the Vendor may suffer as a result of the early access to the Property save and except any claims resulting from the negligence of the Vendor.
24. **NO MERGER:** The parties hereby agree that the covenants and obligations in Section 21, 23 and Schedule B shall survive and shall not merge upon completion of this transaction



The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law _____ of the Council of The Corporation of the City of London passed the _____ day of _____.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 19th day of December 2023.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Signature: _____


Allan Drewlo

VENDOR'S LAWYER: Beth Mullin, 1800-140 Fullarton Street, London ON N6A 5P2, 519-672-5666 ext.7324, F:519-672-2674, beth.mullin@mckenzielake.com

PURCHASER'S LAWYER: Sachit Tataavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A" Description of "The Property"

LEGAL DESCRIPTION:

Part of Lot 16, Concession 6 (Geographic Township of London)
 In the City of London, County of Middlesex
 Designated as Part 2,3,4,5 on Reference Plan 33R-21696, being Part of PIN 08145-0152



PART SCHEDULE						
PART	LOT	CONCESSION	P.I.N.	AREA TABLE		MOST RECENT TRANSFEREE
				sq. m	sq. ft	
2	PART OF 16	6	PART OF 08145-0152	1013.19	10905.89	DREWLO HOLDINGS INC.
3			PART OF 08145-0152	362.60	3902.99	
4			PART OF 08145-0152	97.15	1045.71	
5			PART OF 08145-0152	925.34	9960.28	

PARTS 1, 2, 3, 4 AND 5 COMPRISE PART OF P.I.N. 08145-0152.
 PART 4 IS SUBJECT TO EASEMENT AS IN INST. No. 382408.

SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 60 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **AS IS, WHERE IS:** The Purchaser acknowledges and agrees that:
 - (i) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection therewith;
 - (ii) the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis as of the Completion Date and without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, any environmental matter, the quality thereof or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the Property; and
 - (iii) on the Completion Date, the Purchaser shall fully and irrevocably release the Vendor from any and all claims that the Purchaser may now have or hereafter acquire against the Vendor for any cost, loss, liability, damage, expense, demand, action or cause of action arising from any information or documentation in respect of the Property. Without limiting the foregoing, the Vendor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person.

The Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof save as otherwise expressly provided in this Agreement.

5. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the completion of this transaction, the Vendor will grant to the Purchaser a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.
6. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.



Schedule - C

TEMPORARY EASEMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "City")

And

DREWLO HOLDINGS INC.
(the "Owner")

WHEREAS the Owner is the owner of the lands municipally known as 2154 Richmond Street and more particularly described in the attached Schedule "A1" (the "Easement Lands" with legally described – "Part of Lot 16, Concession 6 (Geographic Township of London) In the City of London, County of Middlesex, Designated as Part 1 on Reference Plan 33R-21022, being Part of PIN 08145-0152 and Designated as Part 1 on Reference Plan 33R-21696, being Part of PIN 08145-0152").

AND WHEREAS the City requires a temporary easement over the Easement Lands for the purposes described herein and the Owner is agreeable to providing same, subject to certain terms and conditions;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Construction Access Easement: The Owner hereby grants to the City, its employees, servants, agents, contractors, successors, agents and assigns, a temporary easement in gross, free and uninterrupted, for access upon, over, in, under and across the Easement Lands for all purposes related to construction activities (the "Temporary Easement").
2. Consideration: The City shall pay the Owner the total amount of FIFTY THOUSAND DOLLARS (\$50,000.00) as payment for the Temporary Easement, payable in cash or cheque on or before May 1st, 2024.
3. Term: The parties agree that this Temporary Easement shall be in effect from May 1st, 2024, to April 30th, 2025, or for such further period as the parties may agree (the "Term").

The City covenants to execute such documentation as is necessary to delete and remove this temporary easement from title to the Property forthwith upon the expiration of the Term (or any extension Term).

4. Extension of Term: The Owner hereby grants the City an option to extend the Term of this Temporary Easement up to two (2) times, each for an additional period of one (1) year. Each extension shall commence at the end of the existing Term and shall take effect upon:
 - a. Written notice being provided by the City to the Owner exercising the option to extend;
AND
 - b. The City providing an additional payment to the Owner in the total amount of FIFTY THOUSAND DOLLARS (\$50,000.00)

all to be provided prior to the commencement of each extension of the Term.

5. Deferral of Term: The City may, at its sole option, defer the commencement of the Term to May 1st 2025, provided a minimum 30 days' notice is provided to the Owner. If the commencement of the Term is deferred by the City, the following conditions apply:
 - a. Any consideration previously paid for the original Term shall be credited towards the amended Term of this Agreement and no further payment shall be required for the Term, unless an option to extend is exercised in accordance with Section 4 above;
 - b. The deferral of the commencement date of the Term shall not extend the total time period contemplated by this Agreement for the initial Term and Extension Terms. For clarity, a deferral shall be deemed to be a waiver by the City of one (1) of the options to extend available under Section 4 above; and
 - c. The Owner shall notify any subsequent owners of the Easement Lands of any deferral of the Term exercised by the City, including whether the consideration for the deferred Term of the Agreement has already been paid by the City, prior to any transfer of the Easement Lands



6. Additional Terms:

- a. The City shall make best efforts to restore the Easement Lands to its original condition prior to entry prior to the expiry of the Term.
- b. The Easement Lands will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the Term.
- c. The proposed use of the Temporary Easement has been reviewed by the Owner and the sum set out as the consideration in this Agreement is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.

7. Indemnity: The City shall indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defiance and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, reasonably caused by the use of the Temporary Easement by the City's employees, agents and contractors, pursuant to this Agreement, except those claims, demands, suits, or causes of action arising out of the negligence of the Owner. This indemnity shall survive expiry of the Term.

8. Successor & Assigns:

- a. The Owner acknowledges that this Temporary Easement reflects an interest in the Easement Lands to the extent described herein and shall enure to the benefit of and be binding up the heirs, executors, administrators, successors and assigns of the undersigned.
- b. The City may, at it's option and cost, take steps to register this Agreement against title to the Easement Lands. The Owner agrees to execute any and all documentation necessary to effect the registration of the Temporary Easement on title to the Easement Lands.
- c. In the event that a transfer in ownership of the Easement Lands in whole or part is contemplated prior to the expiry of the term of this Agreement (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Easement Lands, in a form prescribed by the City, to abide by the terms of this Agreement and assume all obligations of the Owner herein, at no additional cost to the City.

9. Throughout the Term, the City shall deliver to the Owner evidence satisfactory to the Owner of liability insurance having a face value of not less than \$5,000,000.00 and declaring the Owner to be an additional insured.



DATED at London this 14th day of December 2023

DREWLO HOLDINGS INC.



Signature: Allan Drewlo

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law A-1 of the Council of The Corporation of the City of London passed the 15th day of November, 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

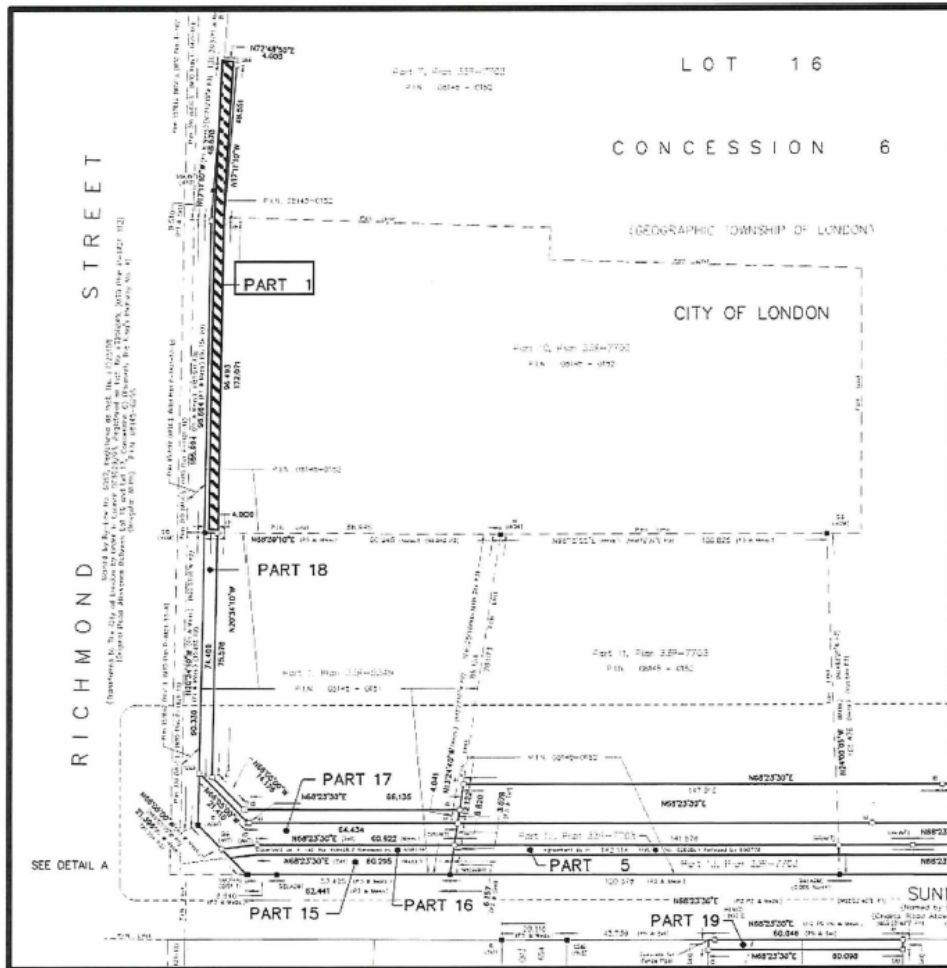
Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "A1"

LEGAL DESCRIPTION:

Part of Lot 16, Concession 6 (Geographic Township of London)
 In the City of London, County of Middlesex
 Designated as Part 1 on Reference Plan 33R-21022, being Part of PIN 08145-0152
 and Designated as Part 1 on Reference Plan 33R-21696, being Part of PIN 08145-0152

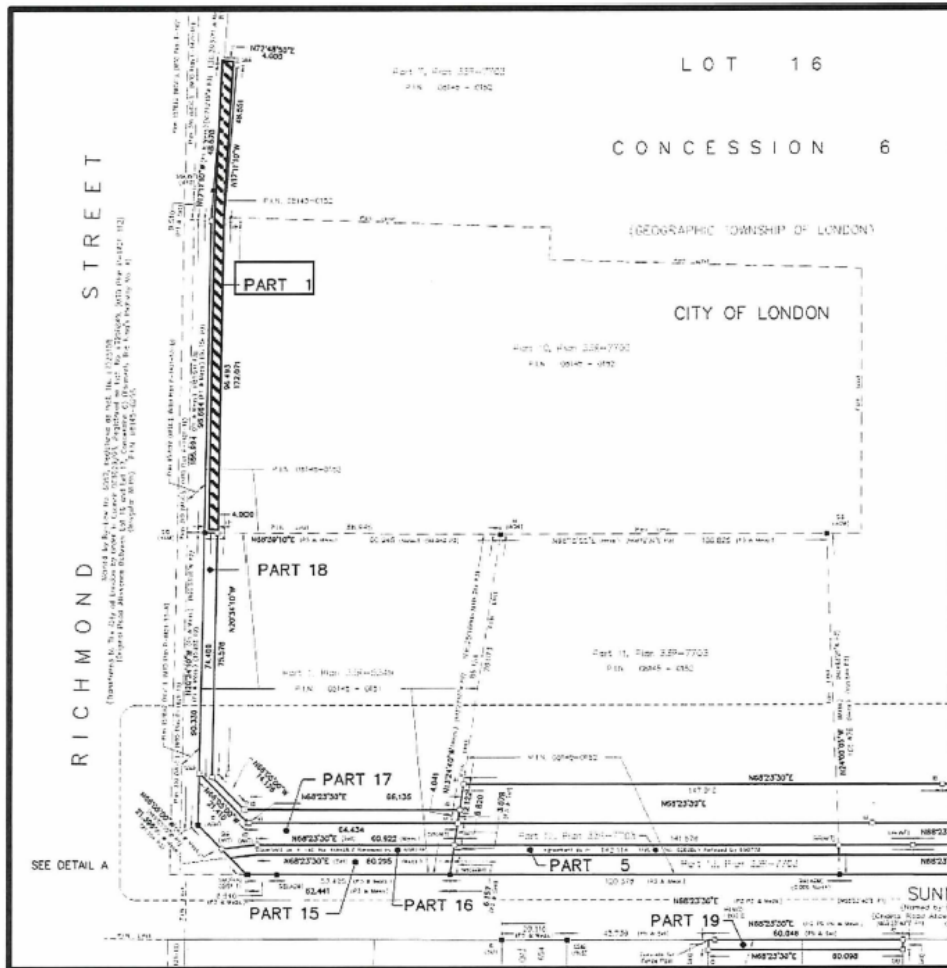


PARTS SCHEDULE						
PART	LOT/E/LDCK	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS	
1	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drew's Holdings Inc.	0.05608 Hectares	0.1435 Acres

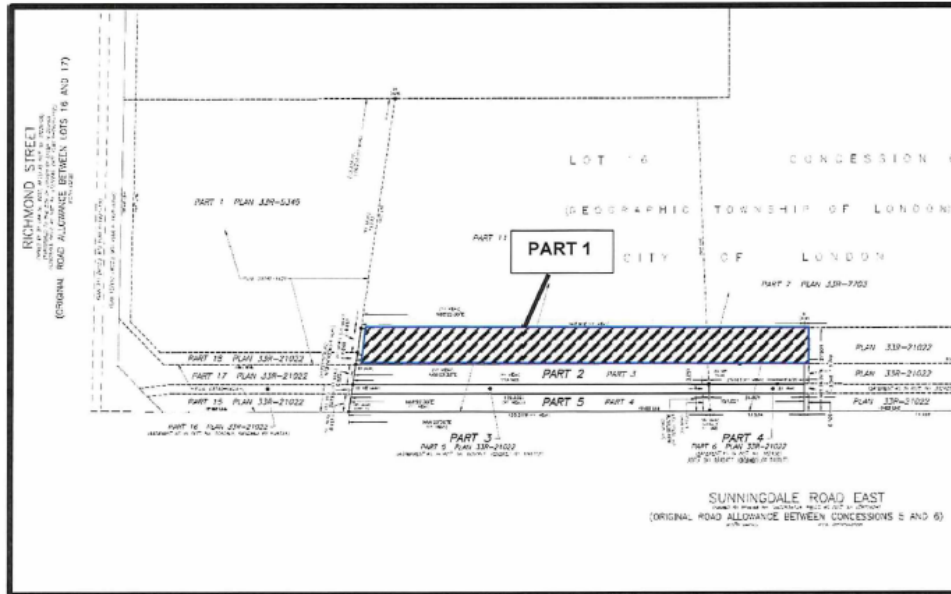
SCHEDULE "A1"

LEGAL DESCRIPTION:

Part of Lot 16, Concession 6 (Geographic Township of London)
 In the City of London, County of Middlesex
 Designated as Part 1 on Reference Plan 33R-21022, being Part of PIN 08145-0152
 and Designated as Part 1 on Reference Plan 33R-21696, being Part of PIN 08145-0152



PARTS SCHEDULE						
PART	LOT/ECCOR	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS	
1	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drew's Holdings Inc.	0.05608 Hectares	0.1435 Acres



PART SCHEDULE						
PART	LOT	CONCESSION	P.I.N.	AREA TABLE		MOST RECENT TRANSFEREE
				sq. m	sq. ft	
1	PART OF 16	6	PART OF 08145-0152	1785.48	19218.75	DREWLO HOLDINGS INC.



Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24006
January 15, 2024
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - 2154 Richmond St
Sunningdale Road Improvement Project
(Subledger LD200039)
Capital Project TS1496 - Sunningdale Road Widening - 150m W of Richmond to 150m E of Richmond
Drewlo Holdings

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the 2024 Proposed Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Proposed 2024 Budget (Note 1)	Revised Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	0	600,000	600,000	0	0	600,000
Land Purchase	0	699,663	699,663	0	699,663	0
Construction	0	9,338,217	9,338,217	0	0	9,338,217
Utilities	153,000	0	153,000	220	0	152,780
Total Expenditures	\$153,000	\$10,637,880	\$10,790,880	\$220	\$699,663	\$10,090,997

Sources of Financing


Debtenture Quota	6,120	425,515	431,635	9	27,987	403,640
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	0	10,212,365	10,212,365	211	671,676	9,540,477
Debtenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges))(Note 2)	146,880	0	146,880	0	0	146,880
Total Financing	\$153,000	\$10,637,880	\$10,790,880	\$220	\$699,663	\$10,090,997

Financial Note:

Purchase Cost	\$504,000
Add: Temporary Easement	150,000
Add: Legal Fees	5,000
Add: Appraisal Costs	5,000
Add: Land Transfer Tax	6,555
Add: HST @13%	86,320
Less: HST Rebate	<u>-57,212</u>
Total Purchase Cost	<u>\$699,663</u>

Note 1: This project is included in the 2021 Development Charges Background Study Update and 2024-2027 Multi-Year Budget, subject to final budget approval.

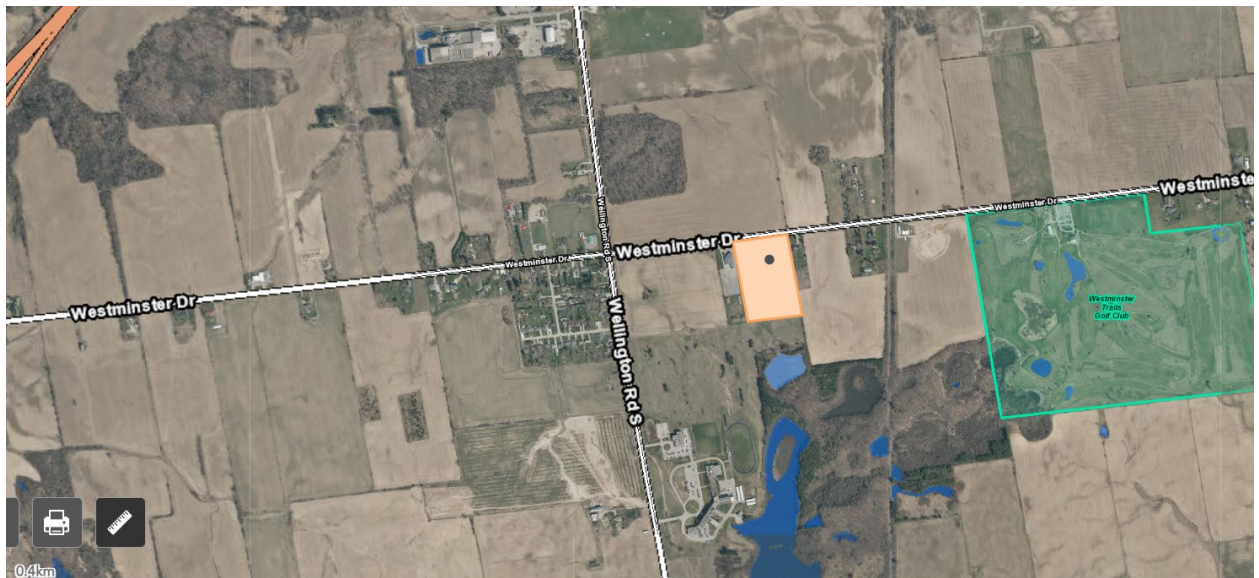
Note 2: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Kyle Murray
Director, Financial Planning & Business Support
lp

Appendix B – Location Map & Aerial

LOCATION MAP OF 2835 Westminster Drive



AERIAL OF 2835 Westminster Drive



Appendix C – Agreement of Purchase and Sale

DocuSign Envelope ID: DEC68842-9D30-4E30-9B41-94B88DC74BFA



Agreement of Purchase and Sale Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 29 day of November, 2023

BUYER: The Corporation of the City of London, agrees to purchase from
(Full legal names of all Buyers)

SELLER: Thames Valley District School Board, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 2835 Westminster Drive

fronting on the south side of Westminster Drive

in the City of London

and having a frontage of 611.64 Feet more or less by a depth of 889.79 Feet more or less

and legally described as
PART LOT 15 CONCESSION 5 AS IN 224251; SUBJECT TO 124380, 224251 LONDON/WESTMINSTER

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 2,300,000.00

Two Million Three Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN\$) 215,000.00 100,000.00

by negotiable cheque payable to CBRE Limited Harrison Pensa LLP "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Seller until 5:00 on
(Seller/Buyer) (a.m./p.m.)
the 29 day of November, 2023, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 22 day of December, 2023. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

January 7

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: Nick.Steele@CBRE.com
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
As defined in Schedule A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
.....
.....
.....
.....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
.....
.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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CITY OF TORONTO	DATE: <u>Nov 29/23</u>	Page 2 of 6
CITY OF LONDON	Form 500 Revised 2023	

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of December, 2023, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.


INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Form 500 Revised 2023

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer/Authorized Signing Officer) (Seal) (Date) 11/29/2023
(Witness) (Buyer/Authorized Signing Officer) (Seal) (Date) 11/29/2023

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
DocuSigned by: (Witness) (Seller/Authorized Signing Officer) (Seal) (Date) 11/29/2023
(Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20..... (a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)
Listing Brokerage CBRE LIMITED (416) 674-7900 (Tel.No.)
NICK STEELE (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage (Tel.No.)
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) (Date) (Buyer) (Date) 11/29/2023
(Seller) (Date) (Buyer) (Date) 11/29/2023
Address for Service (Tel. No.) Address for Service (Tel. No.)
Seller's Lawyer Buyer's Lawyer
Address Address
Email Email
(Tel. No.) (Fax. No.) (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: The Corporation of the City of London, and

SELLER: Thames Valley District School Board

for the purchase and sale of 2835 Westminster Drive London

dated the 29 day of November, 2023

Buyer agrees to pay the balance as follows:

Deposit:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft, electronic transfer or certified cheque, to the Seller's lawyer on the completion of this transaction.

The deposit will be firm and non refundable and due within two (2) business days following completion of this transaction. The deposit will be held in a non-interest barding trust account by CBRE Limited.

Confirmation of Offer Type:

This Agreement is deemed firm and non-refundable. Failure to complete this transaction by the Buyer will result in forfeiture of the Buyers deposit to the Seller and potential further legal recourse.

Assignment:

The Buyer may assign this Agreement at any time to a corporation existing at the time of acceptance or to be incorporated and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favor of the Seller to be bound hereby as Buyer. Then upon closing of the transaction contemplated herein the Buyer herein before named shall stand released from all further liability hereunder. For clarity, the Buyer may not assign this Agreement to an unrelated third party for the purpose of profiteering prior to Closing.

Seller Deliveries:

The Seller agrees to immediately convey all available and relevant documentation that are available to them relating to the status and condition of the Property. This includes, but is not limited to, surveys, floorplans, tax bills and any other documentation that may be deemed relevant to determining the salability of the Property. All documents already provided by the Seller to the Buyer will count towards this disclosure of information.

Chattels & Fixtures:

The Buyer acknowledges that the Property and all chattels, fixtures, mechanical, plumbing, heating and electrical systems are being purchased on an "as is" basis. The Buyer acknowledges that the Seller has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including without limitation, for purposes of any particular construction or development. The Buyer acknowledges and agrees that the Seller shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.

The Buyer further agrees that the Seller will keep the items below which may or may not presently be located on the Property.

1. Gym and outdoor ed equipment - Hockey nets, balls, various equipment in gym and storage room as well as in a shed that has outdoor ed equipment
2. Custodial - odds and ends, also some ladders, wheelbarrow and hoses.
3. Maintenance - odds and ends. The Auto Scrubber is there to be recycled as it is very old and not in any shape to be used. The burnisher is to be repurposed. Fire extinguishers, Defibrillator, first aid kit, old building logs are being repurposed

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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 NOV 29 2023
 Form 500 Revised 2023 Page 6 of 6

Appendix D – Amending Agreement

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 8th day of January, 2024

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD
(the "Seller")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF LONDON
(the "Buyer")

OF THE SECOND PART;

WHEREAS:

- A. The Seller has entered into an Agreement of Purchase and Sale with the Buyer dated November 29th, 2023 in relation to the lands municipally known as 2835 Westminster Drive and legally described as Part Lot 15, Concession 5, as in 224251; London/Westminster in the City of London, County of Middlesex (the "Purchase Agreement"); and
- B. The Buyer and Seller have agreed to amend certain terms of the Purchase Agreement as more particularly set forth herein;

NOW THEREFORE in consideration of the mutual covenants and agreements set forth in this Agreement and the sum of \$1.00 paid by each of the Seller and Buyer to the other and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. The Purchase Agreement shall be amended as follows:
 - a. The Completion Date referenced under Section 2 shall be amended to January 26th, 2024; and
 - b. The Title Search Date referenced under Section 8 shall be amended to January 12th, 2024.
2. Except as amended hereby, the provisions of the Purchase Agreement shall continue in full force and effect, and time shall remain of the essence thereof.
3. Unless the context or subject matter otherwise required, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
4. This Amending Agreement is effective as of the effective date of the Agreement.
5. This Amending Agreement shall ensure to the benefit of and be binding upon that parties

and their respective successors and assigns.

6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as evidenced by the signatures of their properly authorized officers.

THAMES VALLEY DISTRICT SCHOOL BOARD



Name: Linda Nicholls
Title: Associate Director

CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SELLER'S LAWYER: Tim McCullough, Harrison Pensa LLP, email: tmccullough@harrisonpensa.com

BUYER'S LAWYER: Sachit Tatavarti, Solicitor, email: statavarti@london.ca

Appendix A – Source of Financing Report

Appendix "A"
Confidential
REVISED

#23212

November 13, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 2835 Westminster Drive - Westminster Central Public School
London Police Operations
(Subledger LD230080)
Capital Project PP4175 - Police Property Acquisition
Thames Valley District School Board

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	This Submission	Balance for Future Work
Land Purchase	2,609,047	2,609,047	0
Construction	840,953	0	840,953
City Related Expenses	50,000	0	50,000
Total Expenditures	\$3,500,000	\$2,609,047	\$890,953

Sources of Financing

Drawdown from London Police Service Reserve Fund	3,500,000	2,609,047	890,953
Total Financing	\$3,500,000	\$2,609,047	\$890,953

Financial Note:

Purchase Cost	\$2,400,000
Add: Due Dilligence and Other Costs	118,250
Add: Land Transfer Tax	46,475
Add: HST @13%	327,373
Less: HST Rebate	-283,051
Total Purchase Cost	\$2,609,047



Alan Dunbar

Manager of Financial Planning & Policy

lp