

## AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 8 day of January, 2016.

BETWEEN:

CHARLES WILLIAM BAKER AND KAREN LOUISE BAKER  
(the "Vendor")

OF THE FIRST PART;

- and -

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

OF THE SECOND PART;

WHEREAS:

- A. The Vendors are the registered owners of the Property known municipally as 1577 Wilton Grove Road.
- B. The Vendor and Purchaser entered into an Agreement of Purchase and Sale dated the 25<sup>th</sup> of June, 2015 (the said agreement as so amended being herein referred to as the "Purchase Agreement") pursuant to which the Vendor agreed to sell, and the Purchaser agreed to purchase, the lands as therein described and shown Schedule "A" for the consideration and upon the terms and conditions set forth in the Purchase Agreement.
- C. The Purchase and Vendor have agreed to amend certain terms of the Purchase Agreement as more particularly set forth herein;
- D. 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.

**NOW THEREFORE** in consideration of the mutual covenants and agreements set forth in this Agreement and the sum of \$10.00 paid by each of the Vendor and Purchaser 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:

The Purchase Agreement shall be amended as follows:

1. **Sale Price:** The purchase price shall be THREE MILLION TWO HUNDRED AND FIFTY ONE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS CDN (\$3,251,680.00).

The balance of the sale price subject to adjustments in cash or by cheque on completion or as provided for herein.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30pm on February 26<sup>th</sup> 2016. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Purchase Agreement.
3. **HOLD BACK:** The Vendor and Purchaser agree that the Purchaser's Lawyer shall holdback Seven Hundred Thousand Dollars CDN (\$700,000.00) (the "Holdback Amount") from the sale price to be applied to any costs incurred by the Purchaser in completing fill area management and earth moving plan (the "Work Plan") which shall include, but not be limited to, (1) topsoil management consisting of striping and stockpiling topsoil from contaminated area and replacing stockpiled topsoil in remediated area, (2) cutting, loading contaminated fill materials; hauling to landfill site, (3) tipping fees at landfill site, (4) importing native and/or new engineered fill material to replace material removed in item (2). Spreading, placing and compacting to engineered fill standards, (5) Sediment fencing, (6) Robust silt control measures, (7) groundwater control and pumping associated with contaminated materials location, (8) Geotechnical inspections and material testing during performance of the work, (9) Permitting costs, & any other costs in relation to the completing the Work Plan activities.

The Vendor and Purchaser agree that the Purchaser shall complete the Work Plan activities after the Completion Date as soon as reasonably possible. All payments made in relation to the Work Plan activities shall be deducted from the Holdback Amount. The Purchaser shall provide the Vendor with copies of all invoices and receipts upon completion of all the Work Plan activities.

The Purchaser shall provide written notice to the Vendor upon completion of all of the Work Plan activities (the "Notice of Completion"). Any remaining balance from the Holdback Amount shall be payable to the Vendors within fifteen (15) days of the Notice of Completion.

4. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until 4:30 pm on February 5<sup>th</sup> 2016 to satisfy itself in its sole and absolute discretion as to the geotechnical, soil and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil 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 tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the 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.

5. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until 4:30 pm on February 5<sup>th</sup> 2016 to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological work

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 archeological tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the 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.

6. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of \$3,500 is refundable to the Purchaser should this transaction fail to close on or prior February 26<sup>th</sup> 2016. EWA  
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7. **RESIDENCE:** the Vendor shall have the Option of entering into a Residential Tenancy Agreement for a maximum of **three (3) months** from the Completion Date at the nominal consideration of \$2.00 per month in the form of the Lease attached as Schedule "C". The Vendor, hereby known as the tenant, shall be responsible for all maintenance, repairs, and utilities pertaining to the building and residential lot from the date of closing until they vacate the property. The Purchaser shall not be required to provide any alternate residence or compensation if for any reason the residence becomes uninhabitable during the Vendor's tenancy. The Vendor recognizes that the Purchaser shall be permitted to cross over the residential portion of the property, providing it does not unduly interfere with the quiet enjoyment of the tenant's residential use of the property (the lawn area around the residence).
8. **IRREVOCABILITY:** This Amending Agreement 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 29, 2016, after which date, if not accepted, this Amending Agreement shall be null and void and the Purchase Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction.
9. 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.
10. 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.
11. This Agreement shall enure to the benefit of and be binding upon that parties and their respective successors and assigns.

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

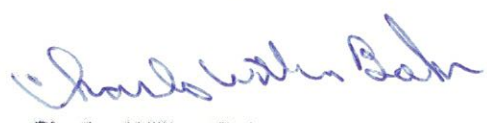
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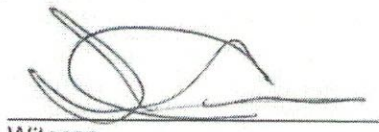


Witness



Charles William Baker

Date Jan 8 / 2016



Witness

Karen Louise Baker  
Karen Louise Baker

Jan 8 / 2016  
Date

The Corporation of the City of London hereby accepts the above Purchase Agreement 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 No. A-1-11012 of the Council of the Corporation of the City of London consolidated the 1<sup>st</sup> day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Matt Brown, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

VENDOR'S LAWYER: Ian R. K. Cousins, CRAM & ASSOCIATES, (519) 673-1670

PURCHASER'S LAWYER: David G. Munteer, Solicitor, 519-661-2500 Ext. 4709 Fax: 519-661-5530

Schedule A

**REAL PROPERTY:**

Address: 1577 Wilton Grove Road

Location: South side of Wilton Grove Road, east of Highbury Avenue South

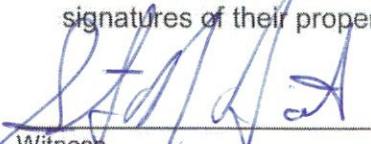
Measurements: Irregular parcel consisting of approximately 101 acres (84 acres arable) as depicted on Schedule "A"

Legal Description: Part of Lots 8 & 9, Concession 3, shown as Part 1 on Reference Plan 33R-15000, save & except Parts 1, 2 & 3 on Reference Plan 33R-15630, in the former Township of Westminster, now in the City of London, County of Middlesex, being Parcel PIN # 08200-0079 as shown on Schedule "A" (the "Property").




7. 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.
8. 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.
9. This Agreement shall enure to the benefit of and be binding upon that parties and their respective successors and assigns.


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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Charles William Baker

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Karen Louise Baker

  
\_\_\_\_\_  
Date

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Matt Brown, Mayor

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VENDOR'S LAWYER: Ian R. K. Cousins, CRAM & ASSOCIATES, (519) 673-1670

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## AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 8 day of January, 2016.

*CWB by*

**BETWEEN:**

**CHARLES WILLIAM BAKER AND KAREN LOUISE BAKER**  
(the "Vendor")

**OF THE FIRST PART;**

- and -

**THE CORPORATION OF THE CITY OF LONDON**  
(the "Purchaser")

**OF THE SECOND PART;**

**WHEREAS:**

- A. The Vendors are the registered owners of the Property known municipally as 1687 Wilton Grove Road.
- B. The Vendor and Purchaser entered into an Agreement of Purchase and Sale dated June 25<sup>th</sup> 2015 (the said agreement as so amended being herein referred to as the "Purchase Agreement") pursuant to which the Vendor agreed to sell, and the Purchaser agreed to purchase, the lands as therein described and shown Schedule "A" for the consideration and upon the terms and conditions set forth in the Purchase Agreement.
- C. The Purchase and Vendor have agreed to amend certain terms of the Purchase Agreement as more particularly set forth herein;
- D. 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.

**NOW THEREFORE** in consideration of the mutual covenants and agreements set forth in this Agreement and the sum of \$10.00 paid by each of the Vendor and Purchaser 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:

The Purchase Agreement shall be amended as follows:

1. **Sale Price:** The purchase price shall be SIX HUNDRED AND TWENTY FIVE THOUSAND DOLLARS CDN (\$625,000.00).

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30pm on February 26<sup>th</sup> 2016. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.

3. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until 4:30 pm on February 5<sup>th</sup> 2016 to satisfy itself in its sole and absolute discretion as to the geotechnical, soil and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil 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.

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5. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of \$1,000 is refundable to the Purchaser should this transaction fail to close on or prior February 26<sup>th</sup> 2016. 11<sup>th</sup>  
CW 8<sup>th</sup>

6. **IRREVOCABILITY:** This Amending Agreement 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 29, 2016, after which date, if not accepted, this Amending Agreement shall be null and void and the Purchase Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction.



Schedule A

**REAL PROPERTY:**

Address: 1687 Wilton Grove Road

Location: South side of Wilton Grove Road, east of Highbury Avenue South

Measurements: Irregular parcel consisting of 16.42 acres as depicted on Schedule "A"

Legal Description: Part of Lot 8, Concession 3, shown as Part 5 on Reference Plan 33R-15000, save & except Parts 4, 5 & 6 on Reference Plan 33R-15630, in the former Township of Westminster, now in the City of London, County of Middlesex, being Parcel PIN # 08200-0081 as shown on Schedule "A" (the "Property").

