



APPENDIX "A"

LEASE AGREEMENT

THIS LEASE made as of the day of , 2015

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON
(Hereinafter called the "Landlord")

- and -

YMCA of WESTERN ONTARIO
(Hereinafter called the "Tenant")

Whereas:

- A. The Landlord is the registered owner of the Lands;
- B. Pursuant to a Heritage Conservation Easement Agreement between the Landlord and the Ontario Heritage Trust, the Landlord and the Ontario Heritage Trust agreed to cooperate for the purpose of enabling the adaptive reuse of the heritage building on the Lands;
- C. Pursuant to a Request for Qualification and Request For Proposal (RFP) 12-35 dated October 2, 2012, the Landlord sought a community partner to occupy and maintain the Premises, to ensure that the heritage value of the Facility will be preserved in perpetuity as part of the heritage of London;
- D. the Tenant is the successful proponent of the RFP;
- E. The Tenant wishes to lease the Premises following completion of the Landlord's Work.

Now therefore, **IN CONSIDERATION** of the mutual covenants contained in this lease agreement the parties agree as follows:

ARTICLE 1. - DEFINITIONS

1.1 In this Lease and the Schedules to this Lease:

- (a) "**Additional Rent**" means all amounts in addition to Base Rent payable by the Tenant to the Landlord pursuant to this Lease;
- (b) "**Applicable Laws**" means all statutes, laws, by-laws regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction, and all amendments thereto, at any time and from time to time;
- (c) "**Base Rent**" means the annual rent as provided for in Section 6.1;
- (d) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Ontario or any day the Landlord is not open for business;
- (e) "**Business Tax**" means the taxes under Section 9.1;
- (f) "**Capital Repairs**" means all repairs, replacements, restorations, and refurbishing of a capital nature as determined in accordance with generally accepted accounting principles;
- (g) "**City**" means The Corporation of the City of London;

- (h) **“Commencement Date”** means the date on which the Term commences under Section 3.1;
- (i) **“Dispute”** has the meaning set out in Section 19.1(c);
- (j) **“Facility”** means the existing heritage building on the Lands of about 43,370 square feet of gross floor area known as the London Normal School;
- (k) **“Fixturing Period”** has the meaning set out in Section 3.2(2);
- (l) **“Heritage Conservation Easement Agreement”** means the agreement entered into between the Landlord and the Ontario Heritage Trust dated March 27th, 2014 for the purpose of preserving the provincial heritage value of the Lands and Facility through the protection and conservation of its Heritage Features, a copy of which is attached hereto as Schedule “B”;
- (m) **“Heritage Features”** has the meaning ascribed thereto in the Heritage Conservation Easement Agreement;
- (n) **“Landlord’s Work”** means the work to be performed by the Landlord as detailed on attached Schedule “C”;
- (o) **“Lands”** means the full city block of 5.3 acres at 165 Elmwood Avenue East designated as Parts 1 & 2 on Plan 33R-19135 known as the London Normal School property and bounded by Elmwood Avenue to the north, Wortley Road to the west, Duchess Avenue to the south and Marley Place to the east, as outlined in red on Schedule “A” attached hereto;
- (p) **“Operating Costs”** means the total amount paid or payable by the Tenant for the operation and maintenance of the Premises (including the Facility and appurtenant landscaped site area, parking lot and walkways that form the Premises), and shall include, without limiting the generality of the foregoing, the costs of utilities;
- (q) **“Park Lands”** means that portion of the Lands lying south of the Premises used as a public City park;
- (r) **“Person”** means any person, firm, partnership or corporation, or any group or combination of persons, firms, partnerships or corporations;
- (s) **“Premises”** means that portion of the Lands designated as Part 1 on Plan 33R-19135 as outlined in red on Schedule “A”, and includes the entire Facility and the north approximately 2.5 acres of the Lands. For greater certainty, the Premises shall include the existing on-site surface parking of 62 spaces located to the sides and rear of the Facility.
- (t) **“Realty Taxes”** means the taxes under Section 9.2;
- (u) **“Rents”** means the aggregate of Base Rent and Additional Rent;
- (v) **“Sales Tax”** means those taxes as set out in ARTICLE 8
- (w) **“Term”** means the period set out in Section 3.1; and
- (x) **“Transfer”** means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another Person, any transaction by which any right of use or occupancy of all or any part of the Premises is conferred on any Person and includes any transaction or occurrence whatsoever (including, but not limited to, expropriation, receivership

proceedings, seizure by legal process and transfer by operation of law), which has changed or might change the identity of the Person having lawful use or occupancy of any part of the Premises, other than subleases, rentals or licenses of less than 33% of the area of the Premises in the aggregate for community use.

ARTICLE 2- SCHEDULES

2.1 The schedules to this document form part of this Lease and consist of:

- SCHEDULE "A" Description of the Lands
- SCHEDULE "B" Heritage Conservation Easement Agreement
- SCHEDULE "C" Landlord's Work

ARTICLE 3- TERM

3.1 Term

Subject to Section 20.9, this Lease is granted for a term of ten (10) years commencing on the earlier of September 1, 2016, or the day following the end of the Fixturing Period (the "Commencement Date"). In the event that the Landlord's Work is not completed by May 1, 2016 the Commencement Date shall be the day following the end of the Fixturing Period. The Landlord will make its best efforts to expedite completion of the Landlord's Work to improve the project schedule to achieve an earlier Commencement Date.

3.2 Fixturing Period

(1) The Landlord shall deliver possession of the Premises to the Tenant under the Lease when the Landlord's Work is sufficiently complete to the point where the Tenant is able to commence the Tenant's Work without undue interference arising from the completion of the Landlord's Work.

(2) The Tenant shall be entitled to access the Premises for the purposes of its fixturing and improvements work, including the construction on the Premises of a children's playground during the Fixturing Period. The Fixturing Period shall start on June 1, 2016, and continue during the term of the Landlord's Work, and for a period of three (3) months after completion of the Landlord's Work. During the Fixturing Period the Tenant shall not be responsible for the payment of Base Rent, Additional Rent or utility costs. If the Landlords work is not completed by June 1, 2016 the tenants fixturing period will begin immediately following the completion of the landlords work and continue for ninety (90) days.

ARTICLE 4- RENEWAL

Provided that if the Tenant at the end of the Term is not then in default in any material respect, the Tenant shall have the option to renew this Lease for a first renewal term of an additional period of ten (10) years, and if the Tenant at the end of the first renewal term is not then in default in any material respect, a second renewal term of five (5) years. Any such renewal must be on written notice to the Landlord given not less than six (6) months prior to the expiry of the then current term, and shall be upon the same terms and conditions as the initial Term, except for Base Rent, this renewal clause and the Landlord's Work.

ARTICLE 5- DEMISE AND USE**5.1 Demise**

In consideration of the Rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed or performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord, the Premises. The Tenant shall also be permitted to utilize the portion of the Lands not included in the Premises, to the extent same is retained by the City for public purposes, in the same manner as any other user.

5.2 Use

The Tenant shall use the Premises for the purpose of administration and offices of the Tenant, delivery by the Tenant of its programs, or by others for administration, offices, or delivery of programs for the benefit of the community, as well as community group access, including without limitation day care services, children's day camps and language instruction and shall not use the Premises for any other purpose without the express written consent of the Landlord, which consent shall not be unreasonably withheld.

5.3 Nuisance

The Tenant shall not do or suffer any act or thing which constitutes a nuisance or which is offensive or an annoyance to the Landlord, other occupants of the Lands or the public generally.

5.4 Compliance with Laws

- (a) During the Term the Tenant shall comply with all Applicable Laws, including obtaining all necessary permits, licences and/or approvals, pertaining to or affecting the Premises and any and all governmental or municipal regulations relating to the continued use, condition and occupation of the Premises.
- (b) Upon request, the Tenant shall provide to the Landlord, acting reasonably, satisfactory evidence of compliance by the Tenant with all Applicable Laws as contemplated in subsection (a) above.

5.5 Signs

The Tenant may erect, install or display any sign, symbol, notice or lettering of any kind anywhere on the Premises without the prior-written consent of the Landlord as to design, size, location and method of installation, so long as they are permitted signage under the Heritage Conservation Easement Agreement, and any such signs shall be installed, maintained and operated at the sole expense of the Tenant.

5.6 Landlord's Work

The Landlord shall cause to be completed the Landlord's Work, at its sole expense, in a good and workmanlike manner and in accordance with all municipal, building code, required access for the disabled, applicable fire and safety standards, and other applicable requirements. The Landlord will ensure the Landlord's Work related to the child day care shall comply with the *Day Nurseries Act*. The Landlord's Work shall be substantially performed (as defined in the *Construction Lien Act*) on or before May 1, 2016. The Landlord will provide a one (1) year warranty for its work.

ARTICLE 6- RENT

6.1 Base Rent

The Tenant shall pay to the Landlord for the Premises during the ten (10) years of the Term, without any prior demand therefor and without any deduction, abatement or set-off, an annual base rent ("Base Rent") of Four Hundred and Fifty Thousand dollars (\$450,000.00). The Landlord agrees that in the event the Commencement Date falls after September 1, 2016, Base Rent shall be reduced by sixty per cent (60%) from the Commencement Date to September 1, 2017 to allow the Tenant compensation for the loss of the child day care operations on the Premises.

The annual base rent for any renewal term will be subject to negotiation by the parties in good faith. If the parties are unable to agree as to the base rent for any renewal period within ninety (90) days prior to the renewal date, either party may, by notice (in this section, the "Demand") to the other, irrevocably demand that such base rent will be subject to arbitration by a single arbitrator in accordance with the *Arbitration Act, 1991* (Ontario). The arbitration will be conducted in London, Ontario, before a single arbitrator, who shall be selected by mutual agreement of the Landlord and the Tenant within ten (10) days of the Demand, failing which the arbitrator shall be appointed by a Judge of the Superior Court of Justice upon application by either party. The arbitrator shall forthwith proceed to determine the Base Rent for the renewal term, and shall within thirty (30) days, or as soon as may be practicable, render a decision in writing, having regard to:

- (a) the then current market base rent rate for
 - (i) leases with provisions similar to those of this Lease; and
 - (ii) premises similar to the Premises and in buildings and locations within London, Ontario similar to the Facility;
- (b) the length of the renewal term;
- (c) the frequency and amount of any adjustments in the Base Rent during the Term and the renewal term; and
- (d) the strength of the commercial covenant of the Tenant;

provided that the Base Rent shall not, at any time during the renewal term, be less than the Base Rent during the preceding Lease year. The arbitrator's decision shall be binding upon the parties hereto and shall not be subject to appeal.

6.2 Payment of Rent

The Tenant shall pay all Rent at the times and in the manner herein described to or to the order of the Landlord, without demand therefor, at the Landlord's address as set forth in Section 20.7 hereof or at such other place in Canada as the Landlord may from time to time request in writing to the Tenant.

Base Rent shall be payable in advance, in equal consecutive monthly installments on the first day of each and every calendar month during the Term. If the Commencement Date is a day other than the first day of a calendar month, then the Tenant shall pay, on or before the Commencement Date, a portion of the Base Rent pro-rated on a per diem basis from the Commencement Date to the last day of the calendar month in which the Commencement Date occurs.

ARTICLE 7- NET LEASE

The Tenant acknowledges and agrees that, except as specifically provided herein, the Landlord shall not be responsible during the Term for any costs, charges, expenses and outlays of any nature arising from or relating to the Premises, or the contents thereof, excepting only specific Landlord covenants contained herein and the Tenant shall pay all charges, impositions, costs and expenses of every nature and kind, except as otherwise specifically provided, relating to the Premises and the Tenant covenants with the Landlord accordingly.

ARTICLE 8- HARMONIZED SALES TAX

Notwithstanding any other paragraph or provision of this Lease, the Tenant shall pay to the Landlord an amount equal to any and all applicable goods and services taxes, sales taxes, value added taxes and any other taxes of a like nature imposed on the Landlord with respect to any of the Rent payable by the Tenant to the Landlord under the Lease, whether characterized as a goods and services tax, sales tax, value added tax or otherwise (hereinafter called the "Sales Tax"), it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all Sales Taxes payable by the Landlord. The amount of the Sales Taxes so payable by the Tenant shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at the same time as the amounts to which such Sales Taxes apply, are payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. Notwithstanding any other paragraph or provision in this Lease, the amount payable by the Tenant under this Section shall be deemed not to be Rent, but the Landlord shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of Rent under this Lease.

ARTICLE 9- ADDITIONAL RENT

9.1 Business and School Tax

The Tenant shall pay business and other government taxes, charges, rates, duties and assessments levied in respect of the Tenant's occupancy of the Premises or in respect of the personal property or business of the Tenant on the Premises and the Tenant's use of the Premises (the "Business Tax") as and when the same become due, to the extent that same are legally payable by the Tenant. If no separate tax bills for Business Tax are issued with respect to the Tenant or the Premises, the Landlord may allocate Business Tax to the Premises in such reasonable manner as may be agreed upon by the Tenant and the Landlord and the Tenant shall pay allocation to the Landlord not less than 15 days prior to the date on which payment to the proper taxing authority is due.

9.2 Real Property Taxes

The Tenant shall pay to the proper taxing authority all real property taxes, rates, duties and assessments, including local improvement rates, charges or levies, whether general or special,

that are levied, rated, assessed or charged against the Premises (the "Realty Tax") as and when due, to the extent that same are legally payable by the Tenant. If no separate Realty Tax bill is issued for the Premises, the Landlord may allocate Realty Tax to the Premises in such reasonable manner as may be agreed upon by the Tenant and the Landlord and the Tenant shall pay such allocation to the Landlord not less than 15 days prior to the date on which payment to the proper taxing authority is due.

9.3 Right to Contest

The Tenant shall have the right and privilege, if acting in good faith, of contesting or appealing any assessment or of applying for a reduction of the amount of any tax, rate, levy, duty or

assessment and may postpone payment thereof to the extent permitted by law, if the Tenant is diligently proceeding with an appeal, provided that:

- (a) such postponement does not render the Premises or any part thereof subject to sale or other forfeiture and does not render the Landlord liable to prosecution, penalty, fine or other liability;
- (b) the Tenant provides such security in respect of the amount postponed as the Landlord may require; and
- (c) upon final determination of such appeal, the Tenant promptly pays the amount determined to be payable.

9.4 Evidence of Payment

Upon request by the Landlord, the Tenant shall deliver promptly to the Landlord receipts for payment of all amounts payable by the Tenant pursuant to this Section and any other provision of this Lease which were due and payable up to one (1) month prior to such request.

9.5 Recovery of Additional Rent and Operating Costs

Additional Rent and Operating Costs shall be recoverable by the Landlord from the Tenant in the same manner as Base Rent reserved, and in arrears under the terms hereof.

9.6 Acknowledgment of Tenant's Tax Exempt Status

The Landlord acknowledges that the Tenant is currently exempt from Business Tax and Realty Tax, with the effect that so long as the Tenant continues to be exempt, sections 9.1 and 9.2 are inapplicable. If the Tenant subleases any part of the Premises to a third party who is not exempt from Business Tax and Realty Tax, sections 9.1 and 9.2 shall be applicable in respect of such subtenant.

ARTICLE 10- TENANT'S AND LANDLORD'S OBLIGATIONS

10.1 Tenant's Obligations

During the Term the Tenant shall:

- (a) perform all the covenants of the Tenant contained herein including the obligation to pay rent and those obligations contained in Section 11.2 hereof;
- (b) be responsible for the supply of utilities and services to the Premises for the purposes of operating the Premises (for greater certainty, the Landlord shall be responsible for the installation of utilities and services to the Premises);
- (c) be responsible for the payment all Operating Costs;
- (d) ensure that all work for which the Tenant is responsible hereunder is done in a good and workmanlike manner by good and reputable firms and shall ensure that all such work conducted on the Premises is done such that no liens are registered against the Premises respect of work so performed; and
- (e) lead a capital campaign to raise funds to support the initial capital needs of the Facility. The Tenant shall also assist in approaching all senior levels of government to secure further funds to support the required capital investments into the Facility.

10.2 Landlord's Obligations

The Landlord hereby covenants with the Tenant that provided the Tenant pays the Rent hereby reserved and performs the covenants on its part to be performed in this Lease, the Tenant shall peacefully possess and enjoy the Premises for the Term, without any interruption or disturbance from the Landlord or any other Person or Persons lawful claiming by, from or under the Landlord except as provided in this Lease.

ARTICLE 11 - MAINTENANCE AND REPAIR

11.1 Maintenance and Repair by the Landlord

During the Term, the Landlord shall be responsible for Capital Repairs to:

- (a) exterior and bearing walls, beams, columns and the roof, including the roof structure, deck and membrane/shingles, and the footings and foundation;
- (b) architectural moldings, ornamentation, decoration and Heritage Features;
- (c) exterior windows and doors;
- (d) exterior painting;
- (e) all structural components of the Facility including supporting walls, floors, roof, foundation and footings;
- (f) the heating, air conditioning and ventilation system including the boiler and hot water/steam distribution pipes and radiators, air conditioning compressors, evaporators and condensers;
- (g) underground services including potable water, storm and sanitary sewers, and drainage to the inside wall of the Facility;
- (h) the elevator, fire alarm and suppression systems, including sprinkler system;
- (i) utility services including electrical service to the main distribution panel and gas to the meter; and
- (j) asphalt parking area, walkways, stairs, ramps and entranceways.

Furthermore, the Landlord shall keep the foregoing items in a good state of repair as would a prudent owner. The Landlord will update its asset management program to identify the long term life cycle capital requirements for the Premises and provide details of this program to the Tenant, and conduct such work within reason.

The Landlord will take all reasonable steps not to interfere with the Tenant's occupation and operations during any repairs, replacements, restorations, and refurbishing of the Premises including consultation with the Tenant regarding the scheduling of its work in this Section 11.1.

For greater certainty, the Landlord shall be solely responsible for any improvements or renovations of the portion of the Lands which are not a part of the Premises, and for the repair or refinishing, demolition, construction, reconstruction, renovation, restoration, alteration, remodelling of the Heritage Features.

11.2 Maintenance and Repair by the Tenant

Other than Capital Repairs and those other items specified in Section 11.1, and any repairs necessitated due to any act or omission on the part of the Landlord or those for whom it is in law responsible, the Tenant agrees to carry out promptly, at its own expense, all repairs,

maintenance and interior painting of the Facility, so as to keep the Facility in the same condition and state of repair as they are in when this lease commences, and damage by fire, lightning, tempest, insurrection, acts of the Queen's enemies and acts of God only excepted. Without limiting the generality of the foregoing, the Tenant's obligation to repair and maintain shall include:

- (a) garbage removal;
- (b) window and door maintenance and cleaning;
- (c) annual heating, ventilation and air conditioning system maintenance;
- (d) electrical and plumbing maintenance;
- (e) security intrusion system;
- (f) gutter maintenance;
- (g) parking lot and walkways – maintenance, cleaning, and snow removal; and
- (h) lawn and garden maintenance including grass cutting and tree trimming.

Other than Capital Repairs and those other items specified in Section 11.1, and any repairs necessitated due to any act or omission on the part of the Landlord or those for whom it is in law responsible, the Tenant covenants to repair the Facility in a commercially reasonable state of repair and in good operating condition (Repair Standard). Without limiting the generality of the foregoing, other than Capital Repairs and those other items specified in Section 11.1, and any repairs necessitated due to any act or omission on the part of the Landlord or those for whom it is in law responsible, the Tenant agrees that it will at all times keep the premises (including exterior entrances and all glass and windows, all partitions, doors, fixtures, equipment, mechanical heating and air-conditioning systems) in good order, condition and repair (including periodic interior painting or redecorating and preventative maintenance as determined by the Landlord) and including such repairs and replacements as are required to keep the Premises, including the parking lot and landscaped areas in good repair and condition to the Repair Standard. All aforesaid repairs, restorations and replacements shall in quality and class equal to the original work or installations.

If the Tenant refuses or neglects to repair the Premises to the Repair Standard and to the reasonable satisfaction of the Landlord as soon as reasonably possible after written demand, the Landlord may make such repairs without liability to the Landlord for any loss or damage that may accrue to the Tenant by reason thereof, and upon completion the Tenant shall pay the Landlord's costs for making such repairs upon presentation of a bill therefor, as Additional Rent. Said bill shall include interest at the prime commercial lending rate of the Landlord's bank from time to time plus five percent (5%) on said cost from date of completion of the repairs by the Landlord to the date of payment by the Tenant.

The Landlord shall if required in connection with the granting of easements in favour of the local public utilities commission or similar authority, Bell Canada, a cable T.V. operator, the local hydro-electric commission, the entity providing gas or any other Person providing a service or utility for the benefit of the Premises, not unreasonably withhold its consent thereto, and will execute all instruments and make all such attendances as shall be required in connection therewith.

ARTICLE 12 - INSURANCE

12.1 Tenant's Insurance

The Tenant shall effect and maintain during the Term:

- (a) "all risks" insurance which shall insure the Facility as would be insured by a prudent owner for an amount not less than the replacement cost thereof from time to time, against loss or damage by perils now or hereafter from time to time embraced by or defined in a standard all risks insurance policy including fire, explosion, impact by aircraft or vehicles, lightning, riot, vandalism or malicious acts, smoke, leakage from fire protective equipment, windstorm or hail, or collapse;
- (b) broad form boiler and machinery insurance, if applicable, with limits for each accident in an amount not less than the full replacement cost of the improvements;
- (c) comprehensive general liability insurance against claims for bodily injury (including death), personal injury and property damage on or about the Premises in amounts satisfactory from time to time to the Landlord acting reasonably but in any event in an amount not less than \$5,000,000.00 per occurrence, or such other reasonable amount as the Landlord, acting reasonably, may require upon not less than one (1) months written notice;
- (d) business interruption insurance for a minimum period of 12 months in an amount that will reimburse the Tenant for direct or indirect loss of earnings attributable to all perils insured against in or attributable to prevention of access to the Leased Premises or the Building as a result of any such perils, including extra expense insurance if applicable; and
- (e) any other form of insurance that the Landlord may reasonably require from time to time in form, amounts and for insurance risks acceptable to the Landlord and, commonly insured by a corporation of the Tenant's type, notwithstanding provided that such will not conflict with the Tenant's standard insurance policies.

12.2 Landlord's Insurance

The Landlord shall effect and maintain during the Term comprehensive general liability insurance against claims for bodily injury (including death), personal injury and property damage on or about the Common Areas, together with the Lands in amounts satisfactory from time to time to the Landlord acting reasonably but in any event in an amount not less than \$5,000,000.00 per occurrence, or such other reasonable amount as the Tenant, acting reasonably, may require upon not less than one (1) months written notice.

12.3 Form of Policies

- (a) Each policy required pursuant to Section 12.1 or 12.2 shall be in form and with insurers reasonably acceptable to the receiving party. The insurance described in Sections 12.1(a), 12.1(b) and 12.1(c) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord; the insurance described in Section 12.2 shall name as an additional insured the Tenant. All property damage and liability insurance shall contain provisions for cross liability and severability of interests as between the Landlord and the Tenant. Each policy maintained pursuant to Sections 12.1(a), 12.1(b), 12.1(c) and 12.1 (d) shall contain a waiver of any rights of subrogation which the insurer may have against the Landlord and those for whom the Landlord is in law responsible whether the damage is caused by the act, omission or negligence of the Landlord or such other Persons. Each policy maintained pursuant to Section 12.2 shall contain a waiver of any rights of subrogation which the insurer may have against the Tenant and those for whom the Tenant is in law responsible whether the damage is caused by the act, omission or negligence of the Tenant or such other Persons.

- (b) Each policy required pursuant to Section 12.1 shall provide that the insurer must notify the Landlord in writing at least thirty (30) days prior to any material change or cancellation thereof and that the policy shall not be invalidated in respect of the interests of the Landlord by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policies, and the policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to the Landlord. Each policy required pursuant to Section 12.2 shall provide that the insurer must notify the Tenant in writing at least thirty (30) days prior to any material change or cancellation thereof and that the policy shall not be invalidated in respect of the interests of the Tenant by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policies, and the policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to the Tenant.
- (c) The Tenant shall furnish to the Landlord, prior to the commencement of the Term, copies of all policies required pursuant to Section 12.1 or certificates of such policies in a form satisfactory to the Landlord, acting reasonably, establishing the existence of all policies required pursuant to Section 12.1 and shall provide written evidence of the continuation of such policies not less than ten (10) days prior to their respective expiry dates. The cost or premium for each and every such policy shall be paid by the Tenant. If the Tenant fails to maintain such insurance the Landlord shall have the right, but not the obligation to do so, to pay the cost or premium therefor, and in such event the Tenant shall repay to the Landlord, as Additional Rent, forthwith on demand the amount so paid. The Landlord shall furnish to the Tenant, prior to the commencement of the Term, copies of all policies required pursuant to Section 12.2 or certificates of such policies in a form satisfactory to the Tenant, acting reasonably, establishing the existence of all policies required pursuant to Section 12.2 and shall provide written evidence of the continuation of such policies not less than ten (10) days prior to their respective expiry dates. The cost or premium for each and every such policy shall be paid by the Landlord. If the Landlord fails to maintain or cause to be maintained such insurance the Tenant shall have the right, but not the obligation to do so, to pay the cost or premium therefor, and in such event the Landlord shall repay to the Tenant forthwith on demand the amount so paid.

ARTICLE 13 - INDEMNITIES

13.1 Indemnity from Tenant

The Tenant shall indemnify and save harmless and defend the Landlord, its agents, officers, employees or other Persons for whom the Landlord is legally responsible against any and all claims, actions, damages, losses, liabilities and expenses, including all legal fees and disbursements (including, without limitation, those in connection with personal injury, loss or damage to property or bodily injury, including death) arising from or out of the use of or activities on the Premises, or the occupancy or use by the Tenant or other permitted occupants of the Premises or occasioned wholly or in part by any act or omission of the Tenant, its officers, employees, agents, contractors, invitees, licensees or by any Person permitted by the Tenant to be on the Premises, or due to or arising out of any breach by the Tenant of this Lease, except to the extent contributed to by the Landlord, its councillors, employees, agents, contractors, invitees, licensees or by any Person permitted by the Landlord to be at the Facility. Notwithstanding the foregoing, this Section 13.1 shall not apply to the use of the Park Lands.

13.2 Indemnity from Landlord

The Landlord shall indemnify and save harmless and defend the Tenant, its agents, officers, employees or other Persons for whom the Tenant is legally responsible against any and all claims, actions, damages, losses, liabilities and expenses, including all legal fees and

disbursements (including, without limitation, those in connection with personal injury, loss or damage to property or bodily injury, including death) arising from or out of the use of or the occupancy or use by the Landlord or other permitted occupants of the Park Lands or occasioned wholly or in part by any act or omission of the Landlord, or by any Person permitted by the Landlord to be at the Park Lands, the Lands, or due to or arising out of any breach by the Landlord of this Lease, except to the extent contributed to by the Tenant, its directors, employees, agents, contractors, invitees, licensees or by any Person permitted by the Tenant to be at the Premises.

ARTICLE 14 - DEFAULT AND REMEDIES

14.1 Events of Default

Any of the following constitutes an event of default ("Event of Default") under this Lease:

- (a) any Rent is in arrears and is not paid within fifteen (15) days after written demand by the Landlord;
- (b) the Tenant has breached any of its other obligations under this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 14.1 and after notice in writing to the Tenant:
 - (i) the Tenant fails to remedy such breach within thirty (30) days (or such shorter period as may be provided in this Lease); or
 - (ii) If such breach cannot reasonably be remedied within thirty (30) days or such shorter period, the Tenant fails to commence to remedy such breach within such thirty (30) days or shorter period, or having commenced to remedy such breach, thereafter fails to proceed diligently with and does complete the curing of such breach;
- (c) the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, on assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any Person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager, or a Person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- (e) the Tenant makes a sale in bulk of all or a substantial portion of its assets other than in conjunction with a Transfer approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within thirty (30) days after the date of such taking; or
- (g) any insurance policy covering any part of the Premises is, or is threatened to be (unless Tenant remedies the condition giving rise to threatened cancellation within forty-eight (48) hours after notice thereof and before cancellation), cancelled or is changed to substantially increase the premium (with the Tenant being unwilling or unable to pay such increase on demand) or to reduce coverage as a result of any action or omission by the Tenant or any Person for whom it is legally responsible.

14.2 Default and Remedies

If and whenever an Event of Default occurs under Section 14.1, then without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following

rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess the Premises and, in either case, enjoy them as of its former estate, and any improvements to the Facility shall thereupon be forfeited to and become the absolute property of the Landlord without compensation therefor to the Tenant and the Landlord may remove all Persons and property of the Tenant from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant and to find another Person to operate the Premises and to enter into a new lease for the Premises for whatever length, and on such terms as the Landlord in its discretion may determine and to receive the rent therefor and as agent of the Tenant to take possession of any property of the Tenant on the Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant; to make alterations to the Premises; and to apply the proceeds of any such reletting first, to the payment of any expenses incurred by the Landlord with respect to any such new lease, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith; and
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises.

14.3 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

ARTICLE 15 - DAMAGE OR DESTRUCTION

15.1 Damage to Facility

- (a) If the Facility is at any time destroyed or damaged (including, without limitation, smoke and water damage) as a result of fire, the elements, accident or other casualty required to be insured against by the Tenant pursuant to Section

12.1 or otherwise insured against by the Landlord, and if as a result of such occurrence:

- (i) the Facility is rendered untenable only in part, in the opinion of the Landlord's architect delivered to the parties within sixty (60) days after any damage or destruction, this Lease shall continue in full force and effect and the Tenant shall, subject to Sections 15.1(b) and 15.1(c) hereof, commence diligently and with reasonable speed thereafter, to reconstruct, rebuild or repair the Facility. Rent shall abate proportionately to the portion of the Facility rendered untenable from the date of the destruction or damage until the earlier of: (i) ninety (90) days after the Facility has been restored and rendered tenable, and (ii) the date the Facility is reopened for business; and
 - (ii) the Facility is rendered wholly untenable in the opinion of the Landlord's Architect delivered to the parties within sixty (60) days after any damage or destruction, this Lease shall continue in full force and effect and the Tenant shall, subject to Sections 15.1(b) and 15.1(c) hereof, commence diligently and with reasonable speed thereafter, to reconstruct, rebuild or repair the Facility. Rent shall abate from the date of the destruction or damage until the earlier of: (i) ninety (90) days after the Facility has been restored and rendered tenable, and (ii) the date the Facility is reopened for business.
- (b) Notwithstanding anything contained in Section 15.1(a), if the Facility is damaged or destroyed by any cause whatsoever and if, in the opinion of the Landlord's architect delivered to the parties within sixty (60) days after any damage or destruction, the Facility cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the happening of the damage or destruction, the Landlord or the Tenant may, at its option, elect to terminate this Lease by giving to the other, within thirty (30) days after receipt of the architect's opinion, notice of termination and thereupon Rent and any other payments for which the Tenant is liable under this Lease shall be apportioned and paid up to the date of such damage or destruction and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord in accordance with the terms of this Lease.
- (c) In each of the foregoing cases, the Landlord agrees that proceeds of insurance shall be made available to the Tenant for the purposes of discharging its obligations hereunder. Any proceeds in excess of the costs actually incurred shall be retained by the Tenant for its own use.

ARTICLE 16 - TRANSFER AND SUBLETTING

16.1 Consent Required

The Tenant shall not enter into, consent to, or permit any Transfer without prior written consent of the Landlord, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Landlord acknowledges that the Tenant is entitled to permit the Premises to be used for community group access.

16.2 Assignment by Landlord

The Landlord shall have the unrestricted right to sell, transfer, lease, charge or otherwise dispose of all or any part of its interest in the Lands or any interest of the Landlord in this Lease. In the event of any sale, transfer, lease, charge or other disposition (an "Assignment"), to the extent that the assignee from the Landlord agrees with the Landlord to assume the obligations of the Landlord under this Lease, the Landlord shall thereupon and without further

agreement be released of all liability under this Lease except to the extent such liability relates to the period prior to the Assignment.

16.3 Tenant's Right of First Refusal

If during the Term the Landlord receives an offer to purchase the Premises from a bona fide third party (the "Third Party Offer"), which the Landlord is prepared to accept, the Landlord shall notify the Tenant of such offer to purchase and provide the Tenant with a copy of the Third Party Offer. The Tenant shall have twenty (20) Business Days in which to make an offer to purchase the Premises for the same purchase price and on terms and conditions not less favourable to the Landlord as those contained in the Third Party Offer. If the Tenant makes an offer to purchase in accordance with the provisions hereof, the Landlord shall accept the Tenant's offer to purchase. If the Tenant fails to make an offer to purchase in accordance with the provisions hereof, the Landlord shall be entitled to accept the Third Party Offer.

In the event that the Third Party Offer is not completed, or if any material change is made to the Third Party Offer, then the Landlord shall be required to once again give notice to the Tenant hereunder.

ARTICLE 17 - HERITAGE CONSERVATION EASEMENT

17.1 Alterations to Facility

Both the Landlord and Tenant in carrying out their respective responsibilities and duties under this Lease shall, where applicable, be guided by and apply the conservation principles set out in the the Heritage Conservation Easement Agreement.

No change shall be made to the Heritage Features that will adversely affect the heritage value of the Lands as set out in the Statement of Cultural Heritage Value.

17.2 Maintenance

Other than Capital Repairs and those other items specified in Section 11.1, and any repairs necessitated due to any act or omission on the part of the Landlord or those for whom it is in law responsible, the Tenant shall at all times and, subject to compliance with the requirements of section 4.2, of the Heritage Conservation Easement Agreement maintain the Facility in as good and sound a state of repair as a prudent owner would normally do so that no deterioration in the present condition and appearance of the Heritage Features shall take place except for reasonable wear and tear. The Tenant's obligation to maintain the Facility shall require that the Landlord undertake such preventative maintenance, repair, stabilization and replacement whenever necessary to preserve the Facility in substantially the same physical condition and state of repair as that existing on the date of the Heritage Conservation Easement Agreement and to take all reasonable measures to secure and protect the Facility from vandalism, fire and damage from inclement weather.

17.3 Alterations

The Tenant shall not, without the prior written approval of the Landlord, undertake or permit any demolition, construction, reconstruction, renovation, restoration, alteration, remodelling of the Facility, or any other thing or act which would materially affect the condition, appearance or construction of the Heritage Features. The Tenant may, without the prior written approval of the Landlord, undertake or permit the repair or refinishing of the Facility which would materially affect the condition, appearance or construction of the Heritage Features where damage has resulted from casualty, loss, deterioration or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the condition, appearance or construction of the Heritage Features and the Conservation Principles and Practices are applied where applicable.

ARTICLE 18 - EXPROPRIATION

If at any time during the Term, by exercise of any competent authority of powers of expropriation, title is taken for all or any part of the Premises, both the Landlord and the Tenant shall co-operate with each other so that each may receive the maximum award in the case of any expropriation to which they are expressly entitled in law. If the whole or any part of the Premises is expropriated, as between the parties hereto, their respective rights and obligations under this Lease shall continue until the day on which the expropriating authority takes possession thereof. If in the case of partial expropriation of the Premises, if this Lease is not frustrated by the operation of the Applicable Laws and such expropriation does not render the Premises wholly untenable, the Tenant may elect to restore the part not so taken in accordance with the repair provisions applicable in the event of destruction or damage.

ARTICLE 19 - ARBITRATION

19.1 Application

The provisions of this section shall apply:

- (a) whenever the Landlord or the Tenant has the ability to refer any matter in this Lease to dispute resolution; or
- (b) whenever any issue arises with respect to the interpretation of this Lease that the Landlord and the Tenant are unable to resolve; or
- (c) whenever a party breaches or is alleged to have breached its obligations pursuant to this Lease (such situation being hereinafter referred to as the "Dispute").

19.2 Administrative Review

In the first instance, the Dispute shall be referred to the chair of the Board of the Tenant and the Chief Administrative Officer of the City (the "Reviewers") who shall review the Dispute and such evidence as they deem fit. If the Reviewers are unable to come to a resolution that is satisfactory to each of the parties within 15 Business Days of the reference of the Dispute, then the Dispute may, at the option of either party, be referred to the next stage of the dispute resolution process. If the Reviewers come to a mutual decision, then the parties agree to be bound by such decision.

19.3 Arbitration

If the Dispute is not resolved pursuant to the foregoing provisions, then such Dispute shall be resolved by arbitration pursuant to the *Arbitration Act, 1991* (Ontario) and, as provided in this Section and the decision shall be final and binding as between the parties and shall not be subject to appeal. Any arbitration to be carried out under this Section shall be subject to the following provisions:

- (a) the party desiring arbitration shall nominate an arbitrator and shall notify the other parties of such nomination. The notice shall set forth a brief description of the matter submitted for arbitration and, if appropriate, the Section, subsection or clause hereof pursuant to which such matter is so submitted. The other parties shall, within 15 days after receiving such notice, nominate an arbitrator and the two arbitrators shall select a chairman of the arbitral tribunal to act jointly with them. If said arbitrators shall be unable to agree on the selection of such chairman, the chairman shall be designated by a judge of the Superior Court of Justice or any successor thereof upon an application by either party. The arbitration shall take place in the Municipality of London, Ontario and the chairman shall fix the time and place within the Municipality of London, Ontario for the purpose of hearing such evidence and representations as the

parties hereto may present and subject to the provisions hereof, the decision of the arbitrators and the chairman or of any two of them in writing shall be binding upon the parties hereto both in respect of procedure and the conduct of the parties during the procedure and the final determination of the issues therein. The said arbitrators and chairman shall, after hearing any evidence and representations that the parties may submit, make the decision and reduce the same to writing and deliver one copy thereof to each of the parties. The majority of the chairman and the arbitrators may determine any matters of procedure for the arbitration not specified herein;

- (b) if the party receiving notice of the nomination of an arbitrator by the party desiring arbitration fails within such 15 day period to nominate an arbitrator, the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he or she shall think fit and his or her decision shall, subject to the provisions hereof, be binding upon the parties. Notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which event the provisions of this subparagraph (b) shall apply, mutatis mutandis;
- (c) the cost of the arbitration shall be borne by the parties as may be specified in such determination and the fees of the arbitrator shall not be limited by the *Arbitration Act, 1991* (Ontario).

19.4 Scope of Arbitration Order.

The arbitrator(s) may order such relief as deemed appropriate in the circumstances and provided that the relief has been requested by one of the parties or is a lesser form of the relief requested by one of the parties or a combination of the forms of relief requested by the parties. Relief may include, but is not limited to:

- (a) monetary award;
- (b) suspension of rights under this Lease permanently or for a specified period;
- (c) specific order requiring a party to act or refrain from acting.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Survival of Obligations

The indemnity provisions of this Lease and the Landlord's rights in respect of any failure by the Tenant to perform any of its obligations under this Lease shall remain in full force and effect notwithstanding the expiration or earlier termination of this Lease.

20.2 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

20.3 Distress

All goods and chattels of the Tenant on the Premises at any time during the Term shall be subject to distress for Rent in arrears, and the Tenant hereby irrevocably waives and renounces the benefit of any present and future legislation taking away or diminishing the Landlord's right

to distrain.

20.4 Relationship

It is expressly agreed between the parties hereto that there is no intention to create a joint venture, partnership or relationship between the parties other than that of landlord and tenant, notwithstanding any agreement herein or in other ancillary agreements.

20.5 Delay

Except as expressly provided in this Lease, whenever the Landlord or Tenant is delayed in the fulfillment of any obligations under this Lease (other than the payment of Rent and surrender of the Premises on termination) by an unavoidable occurrence which is not the fault of the party delayed in performing such obligation, then the time for fulfillment of such obligation shall be extended during the period in which such circumstances operate to delay the fulfillment of such obligation.

20.6 Waiver

If either the Landlord or Tenant excuses or condones any default by the other of any obligation under this Lease, no waiver of such obligation shall be implied in respect of any continuing or subsequent default.

20.7 Notices

Any demand, notice or other communication (hereinafter referred to as a "Communication") to be given in connection with this Lease shall be given in writing and may be given by personal delivery, by registered mail or by transmittal by facsimile addressed to the recipient as follows:

To the Tenant:

YMCA of Western Ontario
382 Waterloo Street
London, ON
N6B 2N8

Fax: 519-433-8527
Attention: Chief Executive Officer

To the Landlord:

The Corporation of the City of London
City Hall, 3rd Floor
300 Dufferin Avenue
P.O. Box 5035
London ON
N6A 4L9

Fax: 519-661-4892
Attention: City Clerk

With a copy to:

The Corporation of the City of London
City Hall,
300 Dufferin Avenue
P.O. Box 5035
London ON
N6A 4L9

Fax: 519-661-5087
Attention: Manager Realty Services

or to such other address, or facsimile number or individual as may be designated by notice by either party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the date of actual delivery thereof and, if given by registered mail, on the third Business Day following the deposit thereof in the mail and, if given by facsimile, on the day of transmittal thereof, if transmitted on a Business Day and prior to 5:00 p.m., and otherwise on the next following Business Day. If the party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery, by facsimile.

20.8 Registration

Neither the Tenant nor anyone claiming under the Tenant shall register this Lease, any short form or notice hereof, or any Transfer without the prior written consent of the Landlord not to be unreasonably withheld. The costs of preparation, approval and execution of any such short form, notice or any Transfer hereof shall be borne by the Tenant.

20.9 Time of Essence

Time is of the essence of this Lease.

20.10 Applicable Law

This Lease shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

20.11 Severability

All of the provisions of this Lease are to be construed as covenants even though not expressed as such. If any such provision is held or rendered illegal or unenforceable it shall be considered separate and severable from this Lease and the remaining provisions of this Lease shall remain in full force and bind the parties as though the illegal and unenforceable provision had never been included in this Lease.

Neither party is obliged to enforce this Lease to the extent that by so doing they would be contravening any Applicable Laws.

20.12 Captions and Section Numbers

The captions and section numbers appearing in this Lease are inserted as a matter of convenience only and shall in no way limit or affect the interpretation of this Lease.

20.13 Successors

The rights and liabilities created by this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and

other legal representatives excepting only that this Lease shall not enure to the benefit of any such parties unless and only to the extent expressly permitted pursuant to the provisions of this Lease.

20.14 Interpretation

The words "hereof", "hereto" and "hereunder" and similar expressions used in this Lease relate to the whole of this Lease and not only to the provisions in which such expressions appear. This Lease shall be read with all changes in number and gender as may be appropriate or required by the context. Any reference to the Tenant includes, where the text allows, the employees, agents, invitees and licensees of the Tenant and all others over whom the Tenant might reasonably be expected to exercise control.

20.15 Entire Agreement

This Lease and the Schedules and riders, if any, attached hereto set forth the entire agreement between the Landlord and the Tenant concerning the Premises and there are no agreements or understandings between them other than as herein set forth. This Lease, its Schedules and riders may not be modified except by agreement in writing executed by the Landlord and Tenant.

20.16 Receipt of Executed Lease

Tenant acknowledges receipt of an executed copy of this Lease.

IN WITNESS WHEREOF the parties have executed this Lease as of the day and year first written above.

LANDLORD:

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name: Matt Brown
Title: Mayor

Per: _____
Name: Catharine Saunders
Title: City Clerk

TENANT:

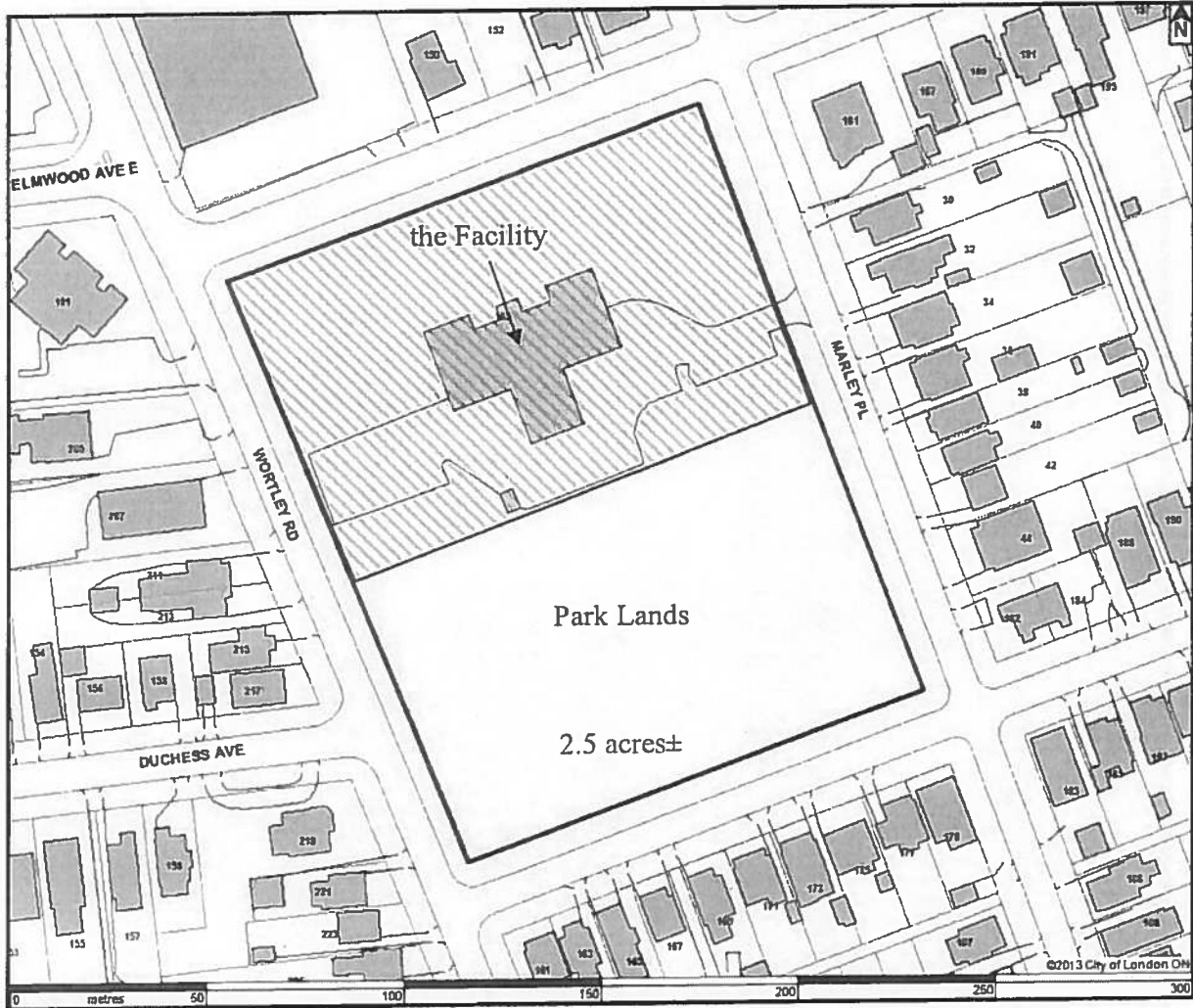
YMCA OF WESTERN ONTARIO

Per: S E H
Name: Shaun Elliot
Title: Chief Executive Officer
I/We have the authority to bind the corporation

(C1)

SCHEDULE "A"

THE LANDS: PLAN 438 BLK A LOTS 7 TO 10
PT LOT 11 PLAN 1 E/S WORTLEY
RD LOTS 7 TO 10 PT LOT 11
W/S MARLEY PLACE



Premises
(2.5 acres±)



London Normal School (the Lands)

(C1)

SCHEDULE "B"

Heritage Conservation Easement Agreement

(see attached)

(C1)

HERITAGE CONSERVATION EASEMENT AGREEMENT

This Agreement made this 27th day of MARCH, 2014.

BETWEEN:

CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Owner")

- and -

ONTARIO HERITAGE TRUST

a body corporate continued by the *Ontario Heritage Act*,
R.S.O. 1990, c.O-18, as amended

(hereinafter called the "Trust")

WHEREAS:

- A. The Owner is the registered owner of certain lands and premises situated in the City of London, municipally known as 165 Elmwood Avenue East and more particularly described in Schedule "A1" attached hereto (the "Property") and on which is erected a heritage building known as the London Normal School (the "Building") as shown on the site plan attached as Schedule "A2".
- B. By subsection 10(1)(c) of the *Ontario Heritage Act*, R.S.O. 1990, c.O-18, as amended (herein the "Act"), the Trust is entitled to enter into agreements, easements and covenants with owners of real property, or interests therein, for the conservation, preservation and protection of the heritage of Ontario.
- C. By section 22 of the Act, any covenants and easements entered into by the Trust, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Trust against the owner or any subsequent owners of the real property, even where the Trust owns no other land which would be accommodated or benefited by such covenants and easements.
- D. The London and Middlesex County Roman Catholic Separate School Board, Her Majesty the Queen in right of Ontario represented by the Minister of Government Services and the Trust (then the Ontario Heritage Foundation) entered into a Heritage Easement Agreement dated August 28, 1986 (the "1986 Agreement") in order to conserve the aesthetic and scenic character and condition of the exterior of the Building together with the interiors of the centre hall and main staircase on the ground and second floor.
- E. This updated Agreement is intended to supersede and replace the 1986 Agreement, such release being subject to approval pursuant to subsection 10(2) of the Act, if applicable thereto, upon registration of this Agreement.
- F. The Property was formerly owned by the Government of Ontario and was determined to be of provincial heritage significance pursuant to a provincial heritage significance assessment performed in accordance with the Criteria for Determining Cultural Heritage Value or Interest of Provincial Significance set out in Ontario Regulation 10/06.
- G. Under Part III.1 of the *Ontario Heritage Act*, the Minister of Tourism, Culture and Sport ("the Minister") is authorized to develop mandatory heritage standards and guidelines for the conservation of provincial heritage properties. *The Standards and Guidelines for Conservation of Provincial Heritage Properties* (the "**Standards and Guidelines**") came into effect as of July 1, 2010.
- H. Under section F.5 of the *Standards and Guidelines*, the consent of the Minister is required before a provincial heritage property of provincial heritage significance is transferred from provincial control including provincial ownership.
- I. In light of the foregoing, the Minister has granted consent for the transfer of ownership of the Property to the Owner on the condition that the Owner execute and register this updated Agreement as a first encumbrance on title to the Property.
- J. The Owner and the Trust recognize the provincial heritage value of the Property as set out in the Statement of Cultural Heritage Value attached hereto as Schedule "B1".

- K. The heritage character defining features of the exterior of the Building that contribute to the heritage value of the Property (the "Heritage Features") are described in Schedule "B2" attached hereto.
- L. The Heritage Features of the interior of the Building are shown on the floor plan of the Building attached hereto as Schedule "B3".
- M. The Owner and the Trust have the common purpose of preserving the provincial heritage value of the Property through the protection and conservation of its Heritage Features.
- N. To this end, the Owner and the Trust desire to enter into this agreement (the "Agreement").

THE PARTIES AGREE that in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by the Trust to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the Trust agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 PURPOSE

- 1.1 It is the purpose of this Agreement (herein the "Purpose") to ensure that the heritage value of the Property will be preserved in perpetuity as part of the heritage of Ontario. To achieve this purpose, the Owner and the Trust agree that the Heritage Features will be retained, maintained and conserved by the Owner through the application of recognized heritage conservation principles and practices and that no change shall be made to the Heritage Features that will adversely affect the heritage value of the Property as set out in the Statement of Cultural Heritage Value.
- 1.2 Any reference in this Agreement to the Property includes the Building.

2.0 HERITAGE VALUE

2.1 Statement of Cultural Heritage Value

The Owner and the Trust agree that the Statement of Cultural Heritage Value explains the heritage value of the Property and that the Heritage Features comprise the features of the Property that are to be conserved under this Agreement in order to preserve and protect the heritage value of the Property.

2.2 Baseline Documentation Report

After the registration of the Agreement the Trust shall complete a report depicting and describing the appearance, condition and construction of the Building and its surrounding grounds (including the Heritage Features) through photographs, plans, sketches and/or text (the "Baseline Documentation Report"). The Baseline Documentation Report will have the structure and contain the information specified in the baseline documentation report outline attached hereto as Schedule "C". When the Baseline Documentation Report has been completed the Owner agrees to execute an acknowledgment in the Baseline Documentation Report to confirm that it constitutes an accurate depiction and description of the then current appearance, condition and construction of the Building and its surrounding grounds (including the Heritage Features). The Baseline Documentation Report will also include a record of existing signs and fixtures on the Property and / or Building. When signed by both the Owner and the Trust a completed and signed copy of the Baseline Documentation Report shall be given by the Trust to the Owner, an original signed copy will be filed and may be examined at the head office of the Ontario Heritage Trust and an original signed copy will be filed with the Archives of Ontario. When completed and signed by the parties, the Baseline Documentation Report shall be referred to where applicable in determining the respective responsibilities and duties of the Owner and the Trust under this Agreement.

2.3 No Baseline Documentation Report

If the Baseline Documentation Report has been completed by the Trust but has not been approved and signed by the owner as provided for in section 2.2, then the Trust may refuse to consider or grant any approval to be given by the Trust under this Agreement until such time as the Baseline Documentation Report has been approved and signed by both parties.

3.0 CONSERVATION PRINCIPLES AND PRACTICES

- 3.1 Both the Owner and the Trust in carrying out their respective responsibilities and duties under this Agreement shall, where applicable, be guided by and apply the conservation principles set out in the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010 Edition), as revised from time to time, and other recognized heritage conservation best practices (collectively herein the "Conservation Principles and Practices").
- 3.2 The current Standards for the Conservation of Historic Places in Canada set out in the *Standards and Guidelines for the Conservation of Historic Places in Canada* are attached for information purposes only as Schedule "D". Reference to the complete text of the *Standards and Guidelines for the Conservation of Historic Places in Canada* shall be made in applying them.

4.0 DUTIES OF OWNER

4.1 Maintenance

The Owner shall at all times and, subject to compliance with the requirements of section 4.2, maintain the Building in as good and sound a state of repair as a prudent owner would normally do so that no deterioration in the present condition and appearance of the Heritage Features shall take place except for reasonable wear and tear. The Owner's obligation to maintain the Building shall require that the Owner undertake such preventative maintenance, repair, stabilization and replacement whenever necessary to preserve the Building in substantially the same physical condition and state of repair as that existing on the date of this Agreement and to take all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

4.2 Alterations

The Owner shall not, without the prior written approval of the Trust, undertake or permit any demolition, construction, reconstruction, renovation, restoration, alteration, remodelling of the Building, or any other thing or act which would materially affect the condition, appearance or construction of the Heritage Features. The Owner may, without the prior written approval of the Trust, undertake or permit the repair or refinishing of the Building where damage has resulted from casualty, loss, deterioration or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the condition, appearance or construction of the Heritage Features and the Conservation Principles and Practices are applied where applicable.

4.3 Trust Approval Not Required

In the event that the Owner completes a conservation plan for the Property (hereafter called the "Plan") and that Plan has been jointly approved by the Trust and the Owner, then any and all demolition, construction, reconstruction, renovation, restoration, alterations, and remodeling of the Heritage Features, as described therein, shall be deemed approved by the Trust under sections 4.2 and 4.6, subject to the submission of related drawings and specifications that meet with the written approval of the Trust.

4.4 Emergency Measures

Notwithstanding the provisions of section 4.2, the Owner may undertake such temporary measures in respect of the Building as are reasonably necessary to deal with an emergency situation which puts the security or integrity of the Building at risk of damage or occupants of the Building at risk of harm provided that:

- (a) such measures are in keeping with the purpose of this Agreement;
- (b) such measures are consistent with the conservation of the Heritage Features;
- (c) the requirements of the *Building Code Act, 1992*, S.O. 1992, c.23 as amended or re-enacted from time to time are complied with; and
- (d) where time permits, the Trust is consulted before any such measures are undertaken.

In any case, the Owner shall advise the Trust forthwith when it undertakes temporary measures in respect of the Building in an emergency situation.

(C1)

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4.5 Signs and Fixtures

The Owner shall not place or affix on the Building any signs, permanent storm screens, awnings, satellite receiving dishes, or other similar objects and fixtures without the prior written approval of the Trust. Such approval may, in the sole discretion of the Trust and for any reason which the Trust considers necessary, be refused.

4.6 Regulated Activities

The Owner shall not in respect of the Property, except with the prior written approval of the Trust:

- (a) grant any easement or right of way;
- (b) sever or subdivide;
- (c) erect or remove or permit the erection or removal of any building, free-standing sign, fence, or other structure of any type whatsoever except temporary fencing required during construction;
- (d) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (e) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the Property, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, or other materials;
- (f) allow the removal, destruction or cutting of trees, shrubs or other vegetation;
- (g) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the Building or the Property, or (ii) causing any damage to the Building; or
- (h) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control or soil conservation.

4.7 Archaeological Resources

In the event that archaeological resources are uncovered at the Property during the course of any excavations or ground disturbance the Owner shall immediately cease all activities at the specific location where the discovery has exposed buried structural features and/or artifacts and notify the Trust in writing forthwith. The Trust may require that the Owner, at its cost, retain a licensed consulting archaeologist to investigate and document the finds prior to the Owner continuing or allowing the continuance of any excavation or ground disturbance.

4.8 Human Remains

In the event that human remains are uncovered at the Property during excavations or ground disturbances, in addition to any other parties or authorities that the Owner is legally required to contact, the Owner shall also notify the Trust immediately and cease all activities at the specific location(s) where human remains have been discovered.

5.0 **OWNER'S RESERVED RIGHTS**

- 5.1 The Owner expressly reserves for itself the right to use the Property and carry out such activities as are not inconsistent with the Purpose of this Agreement and which do not materially adversely affect, directly or indirectly, the Heritage Features.

6.0 **APPROVALS**

6.1 Information to be provided

In requesting any approval under this Agreement the Owner shall at its expense provide to the Trust such information in such detail as the Trust may reasonably require in order to consider and assess the Owner's request (the "Information") including without limitation the following:

- (a) plans, specifications describing the elevations, other drawings, sections and designs for any proposed work;
- (b) materials samples;
- (c) a work schedule;
- (d) the report of a qualified conservation engineer, architect, landscape architect, archaeologist, conservator or consultant; and
- (e) such other reports, studies or tests as may in the circumstances be reasonably required for the Trust to appropriately assess the impact of the proposed work on the Heritage Features.

6.2 Matters to be Considered

Where any request for approval required under this Agreement is submitted to the Trust, the determination of the Trust may be based upon choice of materials, architectural design, historical authenticity, or any other grounds, not limited to purely aesthetic or historical grounds, but the Trust's approval shall not be unreasonably withheld, unless otherwise specifically provided for in this Agreement. In considering any request for approval the Trust shall be guided by and apply the Conservation Principles and Practices. In giving its approval, the Trust may specify such conditions of approval as the Trust considers necessary or appropriate in the circumstances to ensure the conservation of the Heritage Features.

6.3 Deemed Approval

Provided that the Owner has first complied with the requirements of section 6.1 to the satisfaction of the Trust, any approval required to be obtained from the Trust under this Agreement shall be deemed to have been given upon the failure of the Trust to respond in writing to a written request for it within sixty (60) days of receiving such request and all of the information requested by the Trust at its address as set out in section 11.1 of this Agreement.

6.4 Conditions of Approval

If the approval of the Trust is given or deemed to have been given under this Agreement the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of or deemed to be approved of, shall comply with all of the conditions of approval specified by the Trust in its approval including the use of materials and methods specified by the Trust in its approval.

6.5 Where Owner in Default

In the event that the Owner is in default of any of its obligations under this Agreement and, pursuant to section 10.1, the Trust has notified the Owner of such default, then the Trust may refuse to consider any request for approval submitted by the Owner whether requested before or after such notice of default has been given to the Owner and the deemed approval provisions of section 6.3 shall not apply so long as the Owner is in default.

6.6 Effect of Approval

Any approval given by the Trust under this Agreement shall have application only to the requirements of this Agreement and does not relieve the Owner from obtaining any approvals, permits or consents of any authority whether federal, provincial, municipal or otherwise that may be required by any statute, regulation, by-law, guideline or policy or by any other agreement.

7.0 INDEMNITY AND INSURANCE

7.1 Indemnity

The Owner shall hold the Trust and its employees, officers, agents, contractors and representatives harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death resulting therefrom), occasioned by any act or omission of the Owner related to this Agreement, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made or done by the Trust and its employees, officers, agents, contractors and representatives pursuant to sections 8.4, 9.1 and 10.2 of this Agreement.

7.2 Insurance

7.2.1 The Owner agrees to put in effect and maintain or cause to be put in effect and maintained, at all times, with Insurers acceptable to the Trust, the following insurance (collectively the "Insurance"):

- (a) Commercial General Liability ("CGL") coverage of an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for Property Damage, Third-Party Bodily Injury and Personal Injury with the Trust being an additional insured and including the following policy endorsements: Cross-Liability and 30-day notice of cancellation;
- (b) Property insurance to a limit commensurate to the full replacement cost value of the Building on an "All Risks" basis (including earthquake and flood coverage where the Property is located in the designated Ontario earthquake zone) and including the following policy endorsements: Replacement Cost Value, Stated Amount Co-Insurance, the Trust as an additional insured and thirty (30) days written notice of cancellation; and

The Owner shall deliver to the Trust within three (3) weeks of the execution of this Agreement a certificate or certificates of the Insurance in a form and with limits satisfactory to the Trust, and thereafter evidence satisfactory to the Trust of the renewal of the Insurance shall be delivered to the Trust at least fifteen (15) clear days before the termination thereof.

7.2.2 If the Owner fails to obtain the Insurance or if the Insurance is cancelled, the Trust may effect such Insurance and the premium and any other amount paid in so doing shall forthwith be paid by the Owner to the Trust, or if not, shall be a debt owing to the Trust and recoverable from the Owner by action in a court of law.

7.2.3 All proceeds receivable by the Owner under the Insurance shall, on the written demand and in accordance with the requirements of the Trust, be applied to replacement, rebuilding, restoration or repair of the Building to the fullest extent possible having regard to the particular nature of the Building and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Building if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the Insurance. In the event that the Insurance proceeds receivable by the Owner are insufficient to effect a partial or complete restoration of the Building, the Trust shall have the privilege, but not the obligation, of contributing additional monies towards the replacement, rebuilding, restoration, or repair costs in order to effect a partial or complete restoration of the Heritage Features.

7.2.4 The amount of Insurance coverage specified in clause 7.2.1(a) that the Owner is required to put in effect may be increased by the Trust from time to time on written notice to the Owner to such amount that is prudent in the circumstances taking into account inflation, changes in the risks associated with the Property and industry practice.

8.0 **BUILDING DEMOLITION OR REBUILDING**

8.1 Notice of Damage or Destruction

In the event of any significant damage to or destruction of the Building the Owner shall notify the Trust in writing of such damage or destruction to the Building within ten (10) clear days of such damage or destruction occurring.

8.2 Approval to Demolish

If in the opinion of the Owner the replacement, rebuilding, restoration or repair of the Building which has been damaged or destroyed is impractical because of the financial costs involved or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of giving the Trust notice under section 8.1, request the Trust's approval to demolish the Building. In the event that the Trust approves or is deemed to approve the demolition of the Building, the Owner shall be entitled to retain any insurance proceeds payable to it as a result of the damage to or destruction of the Building and to demolish the Building.

8.3 Rebuilding by Owner

In the event that either the Owner does not request or the Trust does not give the approval referred to in section 8.2, the Owner shall replace, rebuild, restore or repair the Building to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Building and of any additional monies contributed by the Trust towards the replacement, rebuilding, restoration or repair of the Building to effect a partial or complete restoration of the

Heritage Features (in this section 8.0, the "Work"). Before the commencement of the Work, the Owner shall submit all plans, designs and specifications for the Work for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. The Owner shall not commence or cause the Work to be commenced before receiving the written approval of the Trust of the plans, designs and specifications for the Work and the Work shall be performed in accordance with the approved plans, designs and specifications and upon such terms and conditions as the Trust may stipulate. The Owner shall cause the Work to be commenced within thirty (30) days of its approval by the Trust and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond its control or the scope of the Work prevent completion within nine (9) months.

8.4 Reconstruction by Trust

8.4.1 In the event that the Owner does not submit a request to demolish the Building or the request to demolish is refused by the Trust and the Owner subsequently fails to submit plans, drawings and specifications for the Work within the period stipulated in section 8.3 which are acceptable to the Trust then the Trust may at its option prepare its own plans, drawings and specifications for the Work (herein the "Trust's Plans") and shall deliver a set of the Trust's Plans to the Owner. The Owner shall have thirty (30) days from receiving the Trust's Plans to notify the Trust in writing that it intends to undertake the Work in accordance with Trust's Plans. If the Owner does not so notify the Trust within the said thirty (30) days, the Trust may (but shall not be obligated to) undertake the Work up to the value of any insurance proceeds receivable by the Owner in respect of the Building and of any additional amount that the Trust is prepared to contribute to effect a partial or complete restoration of the Heritage Features. The Owner shall reimburse the Trust for any expenses incurred by the Trust in undertaking the Work, including any professional or consulting costs reasonably incurred in connection with the Work to an amount not to exceed any insurance proceeds receivable by the Owner in respect of the damage to or destruction of the Building.

8.4.2 The Owner grants to the Trust the right and licence to enter and occupy the Property and the Building or such part or parts thereof that the Trust acting reasonably considers necessary or convenient for the Trust and its forces to undertake and complete the Work (herein the "Licence"). The Licence shall be exercisable by the Trust on the commencement of any Work undertaken by the Trust and shall terminate when such Work has been completed.

8.4.3 In the event that the Trust does not submit to the Owner the Trust's Plans or does not proceed with the Work within sixty (60) days after it becomes so entitled, except where it is prevented from so doing by any act or omission of the Owner or any tenant or agent of the Owner, or by any other factors beyond its control, the Trust's right to undertake the Work shall automatically terminate and the Owner shall be entitled to retain any insurance proceeds in respect of the damage to or destruction of the Building.

9.0 **INSPECTION AND PUBLIC VIEWING**

9.1 Inspection

The Trust or its representatives shall be permitted at all reasonable times during normal business hours to enter upon and inspect the Property, the Building, and the Heritage Features located inside the Building, upon giving at least forty-eight (48) hours prior written notice to the Owner.

9.2 Public Viewing

The Owner shall ensure that reasonable public access is available to the Property on a regular basis during normal business hours to permit public appreciation and interpretation of the Heritage Features, subject to such reasonable restrictions on public access to the interior of the Building as the Owner may require for business, privacy or security reasons.

10.0 **REMEDIES OF TRUST**

10.1 Notice of Default

If the Trust, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of its duties or obligations set out in this Agreement, the Trust may, in addition to any of its other legal or equitable remedies, give the Owner written notice setting out particulars of the Owner's default and the actions required to remedy the default. The Owner shall have thirty (30) days from receipt of such notice to remedy the default in the manner specified by the Trust or to make other arrangements satisfactory to the Trust for remedying

the default within such period of time as the Trust may specify.

10.2 Trust May Rectify Default

If the Owner has not remedied the default or made other arrangements satisfactory to the Trust for remedying the default within the time specified in section 10.1, or if the Owner does not carry out the arrangements to remedy the default within the period of time specified by the Trust, the Trust may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the Trust for any expenses incurred thereby. Such expenses incurred by the Trust shall, until paid to it by the Owner, be a debt owed by the Owner to the Trust and recoverable by the Trust by action in a court of law. The provisions of subsection 8.4.2 shall apply with all necessary changes required by the context to any entry by the Trust onto the Property to remedy the default.

10.3 Other Remedies

As damages based upon market value may not be adequate or effective to compensate for destruction of or restoration of the Heritage Features as they existed prior to default or breach of the Agreement, the parties agree that:

- (a) compensation to the Trust in the event of the Owner's default under this Agreement may be based upon market value, restoration or replacement costs whichever, in the opinion of the court, shall better compensate the Trust in the circumstances; and
- (b) in addition and without limiting the scope of the other enforcement rights available to the Trust under this Agreement, the Trust may bring an action or an application for injunctive relief to prohibit or prevent the Owner's default or the continuance of the Owner's default under this Agreement.

11.0 NOTICE

11.1 Any notices to be given or required under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("Fax"), or by ordinary prepaid mail to the following addresses:

To the Owner:

The Corporation of the City of London
City Hall, 6th Floor
300 Dufferin Avenue
London, Ontario N6A 4L9
Attention: Bill Warner, Manager Realty Services
Fax: 519-661-5087

To the Trust:

Ontario Heritage Trust
10 Adelaide Street East
Toronto ON M5C 1J3
Attention: Easements Program
Fax: 416-325-5071

The parties may designate in writing to each other a change of address at any time. Notice by mail shall be deemed to have been received on the fourth (4th) business day after the date of mailing, and notice by personal delivery or Fax shall be deemed to have been received at the time of the delivery or transmission. In the event of an interruption in postal service, notice shall be given by personal delivery or Fax.

12.0 PLAQUE AND PUBLICITY

12.1 The Owner agrees to allow the Trust, at its expense, to erect a plaque on the Building or the Property, in a tasteful manner and in such location as the Trust and the Owner may mutually determine, acting reasonably, indicating that the Trust holds a heritage conservation agreement on the Property. The Owner also agrees to allow the Trust to publicize the existence of the Agreement and the Heritage Features in its publications, educational materials, website and research databases.

13.0 GENERAL

13.1 Waiver

The failure of the Trust at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Trust of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Any waiver must be in writing and signed by the Trust.

13.2 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Trust, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension must be in writing and signed by the Trust.

13.3 Severability of Covenants

All covenants, easements and restrictions contained in this Agreement shall be severable, and should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the validity and enforceability of the remaining covenants, easements and restrictions shall not be affected.

13.4 Costs

In the event that a dispute arises between the parties hereto because of this Agreement, each party shall be responsible for its own legal fees, court costs and all other similar expenses that may result from any such dispute except where costs are awarded by a court or a tribunal.

13.5 Entirety

This Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.

13.6 Subsequent Instruments

Notice of this Agreement shall be inserted by the Owner in any subsequent deed, lease or other legal instrument by which it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Building, retains responsibility for the alteration of any Heritage Features forming part of the licensed or leased premises and the tenant or licensee has no authority to alter such Heritage Features.

13.7 Notification of Transfer of Title or Possession

The Owner shall immediately notify the Trust in the event that it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building, provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Building, retains responsibility for the alteration of any Heritage Features forming part of the licensed or leased premises, and the tenant or licensee has no authority to alter such Heritage Features.

13.8 Agreement to Run with the Property

This Agreement shall be registered on title to the Property by the Trust, at its expense, and the covenants, easements and restrictions set out herein shall run with the Property and enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

13.9 Priority and Postponement

The Owner shall, at its expense, obtain and register any postponement agreements or other agreements that the Trust may require to ensure that this Agreement shall be a first encumbrance on title to the Property in priority to all mortgages, charges, leases and other encumbrances or agreements affecting the Property.

13.10 Assignment

The Trust may assign all of its interest in this Agreement to any person in accordance with section 22(3) of the Act. The Trust shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner.

13.11 Owner Not Liable

No person who is an Owner shall be liable to the Trust for any breach of or default in the obligations of the Owner owed to the Trust under this Agreement committed after the registration of a transfer by such person of that person's entire interest in the Property to another person, provided that the Owner has delivered to the Trust notice of such transfer and an acknowledgement and assumption executed by the new registered owner, acknowledging the priority of this Agreement and the interest of the Trust, and assuming the obligations of the Owner under this Agreement.

13.12 Gender, Number and Joint and Several

Words importing the masculine gender include the feminine or neutral gender and words in the singular include the plural, and vice versa. Whenever the Owner comprises more than one person, the Owner's obligations in this Agreement shall be joint and several.

13.13 Circumstances Beyond the Control of Either Party

Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Trust and the Owner including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

13.14 Headings

The headings in the body of this Agreement form no part of the Agreement but are inserted for convenience of reference.

13.15 Counterparts

This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Each of the parties hereto agree that this Agreement may be delivered, once executed, by facsimile transmission (and the executed version of this Agreement delivered by facsimile transmission shall have the same force and effect as if it were originally executed and personally delivered) and that a photocopy of facsimile copy of the Agreement may be relied upon by all parties that have signed the Agreement to the same extent as if it were an original executed version addressed specifically to each of them. Notwithstanding the foregoing, at the request of a party, the parties shall exchange originally signed copies of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first written above.

ONTARIO HERITAGE TRUST

Per: Beth Hanna
Beth Hanna - Executive Director

Per: Sean Fraser
Sean Fraser - Director, Heritage Programs and Operations

We have authority to bind the Trust.

CORPORATION OF THE CITY OF LONDON

Per: Joe Fontana
Joe Fontana - Mayor

Per: Catharine Saunders
Catharine Saunders - City Clerk

We have authority to bind the Corporation.

CITY SOLICITORS OFFICE CITY OF LONDON	
DATE: <u>17 Nov 2014</u>	
APPROVED AS TO FORM ONLY	

(C1)

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SCHEDULE "A1"

DESCRIPTION OF THE PROPERTY

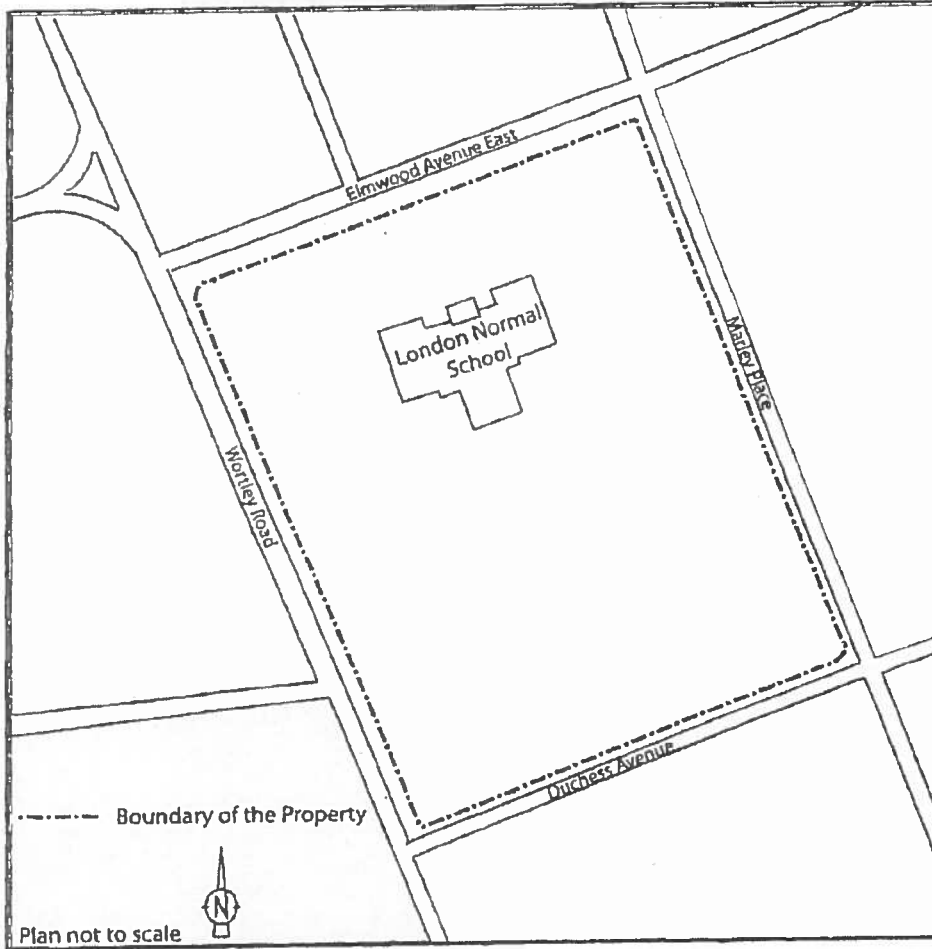
PIN 08375-0115 (LT) being Block A, Plan 438(4th), Lots 7, 8, 9 & 10 & part of Lot 11, Plan 1(4th) East of Wortley Road, Lots 7, 8, 9 & 10 & part of Lot 11, Plan 1(4th) West of Marley Place, as in 696151; City of London

(C1)

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SCHEDULE "A2"

SITE PLAN OF THE PROPERTY



SCHEDULE "B1"

STATEMENT OF CULTURAL HERITAGE VALUE

DESCRIPTION OF HISTORIC PLACE:

The London Normal School is located at 165 Elmwood Avenue East in the City of London. It sits on a rectangular-shaped two-and-a-half hectare (five-acre) city block bounded by Elmwood Avenue East, Wortley Road, Marley Place, and Duchess Avenue. The two-and-a-half storey, central tower, red-brick building was designed in the High Victorian style by provincial architect Francis R. Heaks (1858-1930) and constructed in 1898-99. The property is designated by the City of London under Section 29 of the *Ontario Heritage Act* (Bylaw L.S.P.-2917501).

STATEMENT OF PROVINCIAL SIGNIFICANCE:

Under Criterion 1 of Ontario Regulation 10/06 (*the property represents or demonstrates a theme or pattern in Ontario's history*), the London Normal School is provincially significant. The London Normal School is associated with the provincial theme of education; specifically it demonstrates the reformation of Ontario's educational system and step forward in the professionalization of teacher training. With Ontario's economy rapidly industrializing and few students completing secondary school, the provincial government determined that a more educated workforce was needed. Part of this problem was addressed by developing a more centralized and formal teacher training program as many primary and secondary schools employed teachers who lacked formal qualifications. The opening of Normal schools in strategic locations in the province improved the qualifications of teachers by providing academic, practical and professional training. The London Normal School was opened in 1900 to accommodate students in the province's southwestern region.

Under Criterion 4 (*the property is of aesthetic, visual or contextual importance to the province*), the London Normal School is provincially significant as a remarkably intact example of a late Victorian government showcase building. Eclectic in style, the architecture incorporates Gothic Revival, Romanesque and Flemish Revival elements. It features an imposing, symmetrical front elevation with a square 40-meter high central tower. Properties chosen as sites for new normal schools were generally spacious and located in upscale neighbourhoods. The London Normal School is located on a park-like five-acre city block surrounded by streets of well designed contemporary housing. Its park-like setting and open space enhances the imposing presence of this building with views of the south (rear) elevation from throughout the open space. The London Normal School is the only provincial normal school to retain significant elements of the original neighbourhood character.

HERITAGE VALUE:

Historic Value:

The London Normal School opened in 1900 and was the third of seven normal schools opened by the provincial government between 1847 and 1909. Normal schools were introduced in Upper Canada (Ontario) as a result of Egerton Ryerson's *School's Act* of 1846. They were a precursor to teachers' colleges and greatly improved the professional qualifications of teacher training. Prior to the opening of the London Normal School in 1900, there were only two normal schools in the province - at Toronto and Ottawa. Therefore, teacher training still remained highly decentralized as most teachers attended a county model school where they obtained a Third Class Teaching Certificate. With the two normal schools at Toronto and Ottawa, locating a new school in the southwest was necessary and alleviated some of the issues around the shortage of qualified teachers in that part of the province.

The decision to locate this new school in London was influenced and supported by Ontario Premier George William Ross, a former teacher, school inspector, Minister of Education and education reform advocate; local MPP Colonel F. B. Leys; and chair of the London Board of Education Dr. C.T. Campbell. They had promoted London as a desirable site owing to its location, size, and excellent educational facilities. The site was also close to the London Street Railway Belt Line and in a neighbourhood with many large homes that could be used as boarding houses for out-of-town students. The educational influence of the London Normal School can be measured by the over 12,000 teachers that graduated between 1900-1958 and the hundreds of thousands of students who were educated by teachers who graduated from the Normal School.

In 1953 all normal schools were renamed teachers' colleges and in 1958 a new teachers' college affiliated with the University of Western Ontario (now Western University) was opened and this facility closed. The building operated as a junior high school until 1963 when it was converted to the London Board of Education's headquarters. The building was subsequently sold to the Ministry of Government Services and then to the London District Catholic School Board.

Architectural Value:

The London Normal School is one of five normal schools (four are still standing) designed by Provincial Architect Francis R. Heakes. Heakes designed four other Normal Schools to a common plan in Peterborough (1908), Stratford (1908), Hamilton (1908, demolished) and North Bay (1909). A number of large-scale public buildings were designed under Heakes' supervision including district courthouses and registry offices located across the province. Heakes' design for the London Normal School is significant as an example of High Victorian public architecture. The design of the London Normal School borrows from different architectural styles including Romanesque, Gothic and Flemish Revival. The application of this variety of architectural styles gives the building its overall eclectic look. Romanesque elements are utilized on the main entrance's heavy rounded-arch supported by rusticated stone ashlar base with columns topped with carvings. The Flemish Revival influence can be seen in the alternating rusticated sandstone quoins framing the windows, the gabled frontispiece on the east and west elevations and the use of stepped gables. Heakes described his design of the London Normal School as "modernized French gothic" and the Gothic inspiration can be seen in the rose windows, pinnacles and finials.

The plan of the London Normal School forms a "T" shape and is accented by a multi-gable slate roof topped with three octagonal ventilator cupolas. The symmetrical façade (north elevation) is elaborately decorated with a central 40 metre tall square tower. This north entrance was reserved for the use of teachers and visitors. The east and west elevation were used for segregated male and female student entrances and are quite understated in comparison.

The London Normal School's fenestration pattern is significant and includes large square and rectangular and round-headed windows grouped in pairs, threes and fours, paired arched windows, square punch windows, oculus and rose windows. Many of the windows have retained their original wood storms.

The high rusticated foundations are of Credit Valley sandstone, which is rare in southwestern Ontario due to the expense associated with transporting the materials. The decorative stone and brick details of the exterior of the London Normal School are also noteworthy and include the brick diaper-work on the tower and blind transoms, gauged brickwork drip moulds with a stone label stop, the elaborate stone voussour and spandrel decorated with fligree sandstone carving at the north entrance and the brick pilasters that separate the tripartite windows. A dropped metal dentilated cornice decorates portions of the north, east and west elevations.

The interior of the building is symmetrically organized around a grand divided staircase and features original patterned tin ceiling tiles and unusually tall wood wainscoting in the hallways. Significant woodwork includes the floors, wainscoting, doors and door surrounds, newel posts, banister and railings. The interior also features curved wood and mottled glass office partitions.

Contextual Value:

Located at 165 Elmwood Avenue East, the London Normal School is a prominent visual landmark in the community. The building is situated in a residential area in Wortley Village in the historic community of Old South London and the school can be seen from all angles in the neighbourhood. Sites for the province's normal schools were usually spacious, located in upscale neighbourhoods whose well-designed large homes provided a suitable setting. There are several mature trees located throughout the property and along its perimeter and the sidewalks leading to the student and teacher entrances follow a pattern similar to the original planned walkways.

SCHEDULE "B2"

HERITAGE FEATURES

The Heritage Features of the Property referred to in this Agreement are comprised of the following:

- (a) the exterior of the Building; and
- (b) the select interior areas of the Building shown shaded on the floor plan(s) attached as Schedule "B3"
- (c) the grounds

They include, but are not limited to, the following highlighted elements of the exterior and interior of the Building which contribute to its heritage value:

Exterior of the London Normal School:

- Axial symmetry of the building plan
- "T" shape building footprint
- Axial symmetry of the north elevation (main façade) with a central 40-metre tower and flanking bays
- Multi-gable slate roof
- Three octagonal roof ventilators
- Overall fenestration pattern, wood windows and accompanying wood storms
- Oversized windows with their original system of one-over-one wood-sash windows with a transom and the accompanying multi-paned storms (east, west and north elevations), the varied sizes and shapes of the wood windows on the south elevation
- Decorative stone and brick details on all elevations: brick diaper-work on the tower and blind transoms, gauged brickwork drip moulds, label stops, crockets and finials, brick pilasters that separate the tripartite windows
- Red mortar joints in the brickwork
- Metal dentilated dropped cornice decorates portions of the north, east and west elevations
- North elevation's square tower decorated with banding dividing the tower into thirds:
 - Elaborate base with Romanesque rounded-arched main entrance with a stone voussour and spandrel decorated with filigree sandstone carving, arch supported by a heavy rusticated stone ashlar base with columns topped with carvings supporting a jamb shaft that is capped with finials, main wood double entrance doors with transom and sidelights
 - The middle section features paired and single square-headed, trefoil-arched and oculus windows
 - The uppermost portion has an open belfry, brick diaper-work, rose windows, finials, metal cornice and is topped with a four-sided slate roof tower.
- Symmetrical wings flanking tower on the north elevation:
 - Recessed bays: tripartite square-headed windows and tripartite rounded-arched windows separated with brick pilasters topped with a capital and a rounded-arch surround topped with a corbel.
 - Projecting bays: two rows of square-headed windows grouped in four, pair of round-headed windows with an oculus in the gable, alternating rusticated sandstone quoins frame the windows, the roofline is a stepped gable topped with a finial.
- East and west elevations (student entrances):
 - Flemish Revival Influence seen in the alternating rusticated sandstone quoins framing the oversized windows, the stepped gabled frontispiece and gauged brickwork drip moulds with a stone label stop
 - The off-centre entrance is enclosed with a simple Romanesque rounded-arched,
 - A rose window is set within a rounded arch niche in the gable
- South elevation: projecting assembly hall wing that give the building its "T" shape, two large paneled brick chimneys flank the assembly hall wing, brick window surrounds and blind oculus windows

Interior features of the London Normal School:

- Symmetrical layout
- Grand central staircase with decorative wood newel posts, banister and railings
- Woodwork including the floors, wainscoting and door surrounds
- Main wood double entrance doors with transom and sidelights
- Curved wood and mottled glass office partitions
- Patterned tin ceiling tiles

(C1)

16

Features of the grounds of the London Normal School:

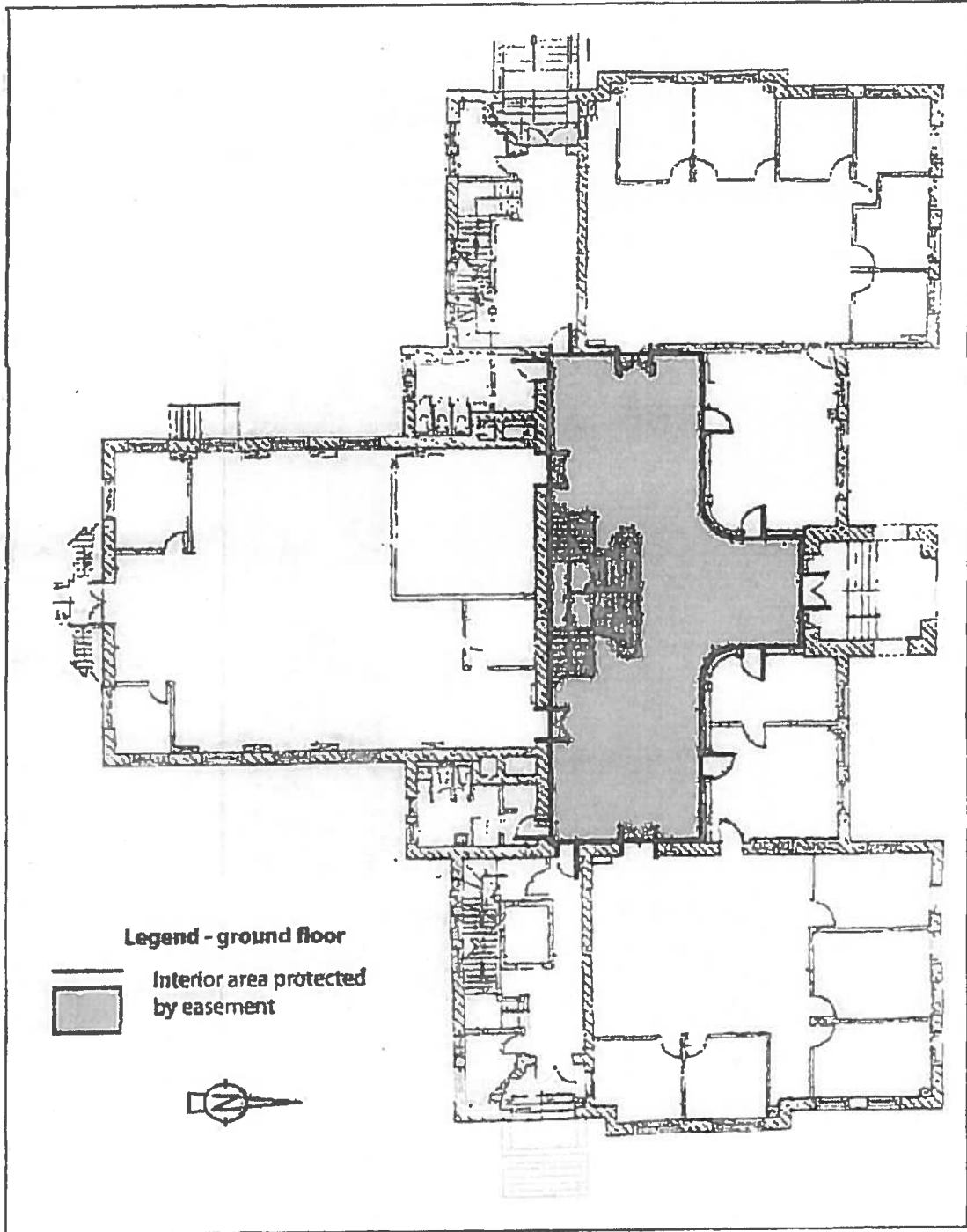
- Location on a rectangular, park-like two-and-a-half hectare block
- Mature trees located throughout the grounds and on the perimeter of the property
- Historic walkway pattern leading to the student and teacher entrances
- Views of the south (rear) elevation from throughout the open space
- Clear unobstructed views of all four elevations

(C1)

17

SCHEDULE "B3"

INTERIOR FLOOR PLAN - GROUND FLOOR

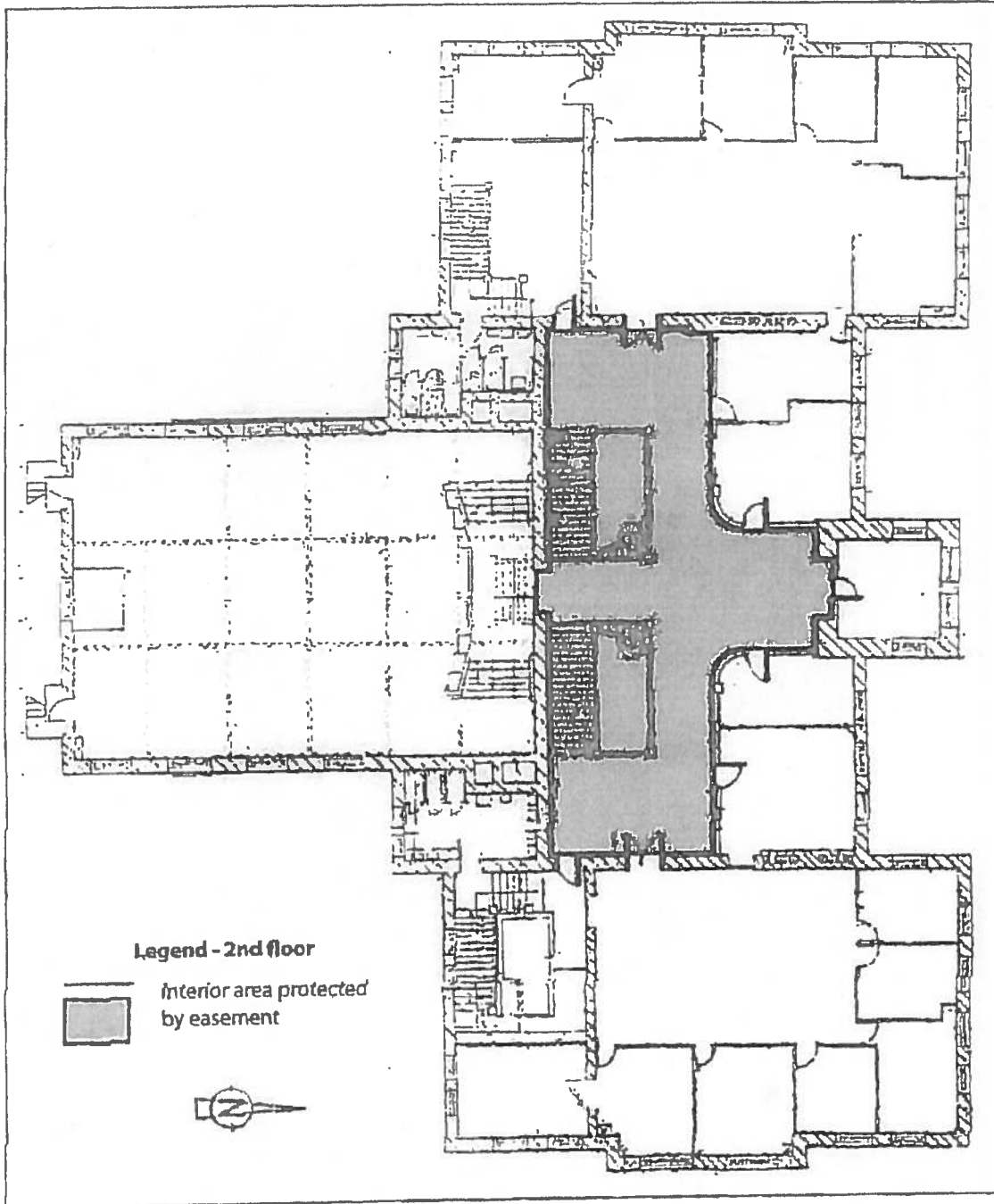


(C1)

18

SCHEDULE "B3"

INTERIOR FLOOR PLAN - 2nd FLOOR



SCHEDULE "C"

BASELINE DOCUMENTATION REPORT OUTLINE

A Baseline Documentation Report (BDR) is the document used by the Ontario Heritage Trust and the owner of a Trust easement property to identify the specific heritage character and condition of a property at the time the heritage conservation easement is established or at an agreed upon time thereafter.

The BDR provides the Trust and the owner with a permanent record of the built heritage resources located on an easement property. It is a separate document, completed after the easement agreement is executed, and which forms a legal reference under the agreement (Section 2.2). Its main purpose is to establish the initial benchmark against which future monitoring of the property is conducted by the Trust. It is the datum against which the maintenance requirement of the easement is measured and is the mechanism by which pre-existing alterations or acknowledged property conditions can be authenticated.

There are a number of internationally accepted formatting and archival standards for architectural documentation including: The Library of Congress, HABS/HAER Field Book (U.S. Parks Service), Public Works Government Services Canada - Heritage Conservation Program, and many others. These organizations standardize information for a number of reasons such as accessibility, conservation, completeness of recording and archival stability. By incorporating the best features of these standards with the legal requirements of the easement agreement, the Trust has developed the following Baseline Documentation Report (BDR) Outline which is used at the Ontario Heritage Trust for cultural heritage easement agreements.

- A. **Preface**
The purpose of the BDR as well as the legal context, author/contributors, summary of property data is included here.
- B. **Statement of Cultural Heritage Value**
This is a narrative explanation of the historical, architectural and contextual significance and heritage value of the property. The Character Defining Features embody this significance and are described in greater detail. This section will also include sources and property evolution/ history of alterations.
- C. **Site Plan/Aerial Photograph**
This plan/image should identify the physical boundaries of the property, the adjacent streets, access and the urban or natural context of the property. It should also be a scaled plan based on a survey for greatest accuracy.
- D. **Condition Report**
This component of the BDR clarifies the various architectural systems and physical condition, with textual descriptions of the materials and construction. The BDR shall record all existing signs and fixtures currently located on the Property and the exterior of the Building. This report should identify any major pre-existing deficiencies and cross reference them to the plans and / or photos.
- E. **Photographic Key Plan**
The location and orientation of the camera including the angle relative to the horizon is useful information in re-establishing the views for subsequent monitoring. All images in the BDR should be referenced on the photo key plans(s).
- F. **Photographs**
Two types of photographs are used to visually document the heritage resource.

Black and White Photography

This film type is relatively stable if stored properly. It captures the texture and form of a property much better than colour film. Where necessary, large or medium format photography may be the preferred method of capturing a space or architectural feature. All photography should be as free as possible from optical distortion (i.e. perspective). The ideal elevations are orthogonal though this is not always possible owing to tight geometry and physical access to a property.

Colour Photography

This film captures patina, materials and subtleties of hue that may not be seen in black and white photography. If colour corrected, this medium can provide excellent reference for true colour which may also be provided with Munsell or other well recognized colour reference information. Otherwise the same issues apply as for black and white photography.

(C1)

20

- G. Architectural Drawings**
These may include plans, elevations, sections, and other architectural drawings available and relevant to the Heritage Character Defining Features.
- H. Acknowledgement Page**
This form is signed and dated by the owner and the Trust. It indicates that both parties agree that the contents of the BDR are accurate to a given date.
- I. Legal Context**
A copy of the entire registered easement agreement is included as an appendix at the back of the BDR.
- J. Copies**
All of the material is then recorded on an archival quality CD/DVD and included in the BDR as well. It is recognized that this is not a particularly stable format even when kept in the best archival quality CD/DVD sleeve but it is better than not being included. As stipulated in the easement agreement, a hardcopy of the BDR is deposited with the provincial archives.

A Baseline Documentation Report must be prepared by heritage professionals who have expertise in documenting and assessing heritage resources, their condition and their significance.

SCHEDULE "D"

STANDARDS FOR THE CONSERVATION OF HISTORIC PLACES IN CANADA

General Standards for Preservation, Rehabilitation and Restoration

1. Conserve the *heritage value*¹ of an *historic place*. Do not remove, replace or substantially alter its intact or repairable *character defining elements*. Do not move a part of an historic place if its current location is a character-defining element.
2. Conserve changes to an *historic place* that, over time, have become *character-defining elements* in their own right.
3. Conserve *heritage value* by adopting an approach calling for *minimal intervention*.
4. Recognize each *historic place* as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.
5. Find a use for an *historic place* that requires minimal or no change to its *character-defining elements*.
6. Protect and, if necessary, stabilize an *historic place* until any subsequent *intervention* is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of *character-defining elements* to determine the appropriate *intervention* needed. Use the gentlest means possible for any intervention. Respect *heritage value* when undertaking an intervention.
8. Maintain *character-defining elements* on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving *prototypes*.
9. Make any *intervention* needed to preserve *character-defining elements* physically and visually compatible with the *historic place* and identifiable on close inspection. Document any intervention for future reference.

Additional Standards Relating to Rehabilitation

10. Repair rather than replace *character-defining elements*. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the *historic place*.
11. Conserve the *heritage value* and *character-defining elements* when creating any new additions to an *historic place* or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of an *historic place* will not be impaired if the new work is removed in the future.

Additional Standards Relating to Restoration

13. Repair rather than replace *character-defining elements* from the *restoration* period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the *restoration* period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

The complete *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) may be obtained from the Trust or may be found on the internet at www.historicplaces.ca (or such other website). The *Standards and Guidelines*, a Federal, Provincial and Territorial collaboration, are published by the Government of Canada (ISBN 978-1-100-15952-2) under the administration of Parks Canada.

¹ Definitions of italicized words and phrases are set out in the Glossary Included in the 'Standards and Guidelines for the Conservation of Historic Places in Canada'



SCHEDULE "C"

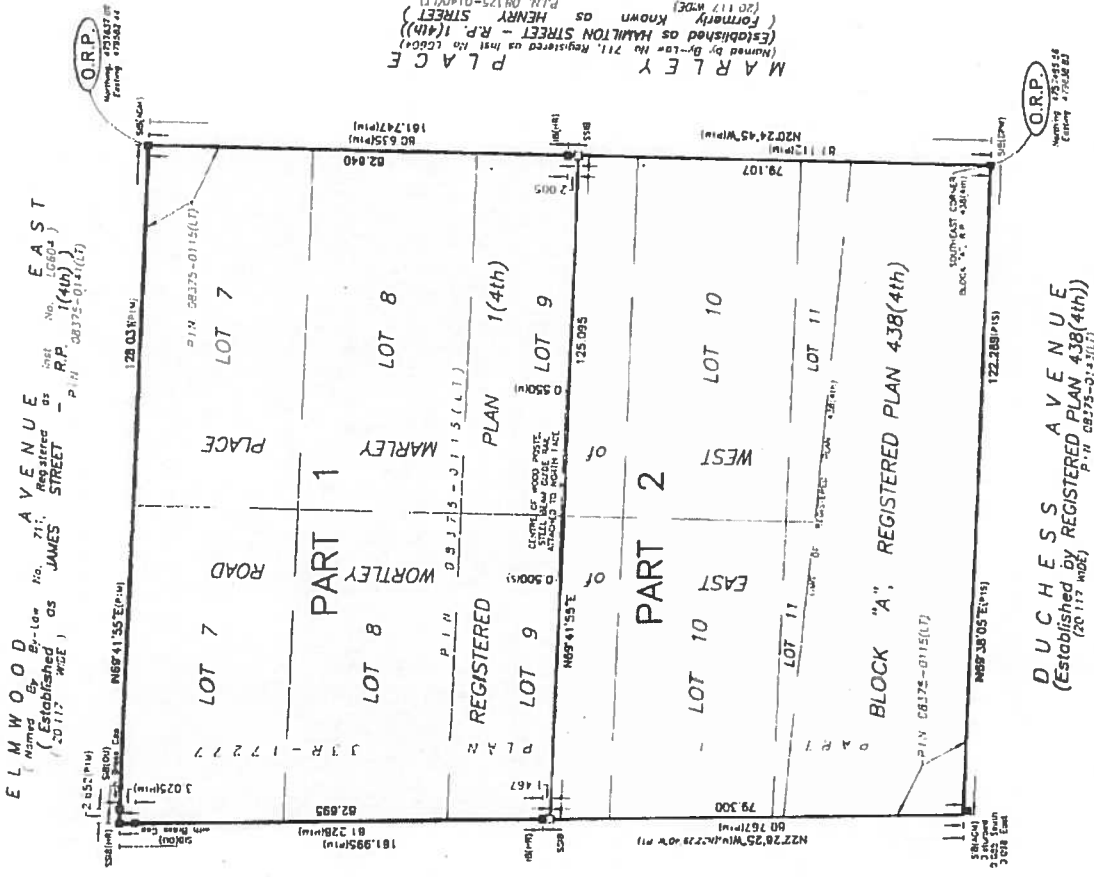
Landlord's Work

The Landlord will demise the Premises as detailed in the Design and Construction Documents approved by the Landlord with consultation with the Tenant pursuant to the Request For Proposal 13-47.

The objectives for the project is to preserve the heritage requirements of the land and building, renovate the building to accommodate a tenancy for the YMCA of Western Ontario (YMCAWO), and to maintain the green space as City parkland.

Specifically, the project will include:

- 1.1. Construct Child Care rooms;
- 1.2. Construct Community meeting and gathering space;
- 1.3. Construct Classrooms;
- 1.4. Construct Office spaces;
- 1.5. Upgrade of the mechanical (include a new HVAC system) and electrical systems;
- 1.6. Install Exterior exit stairs from the 2nd floor south;
- 1.7. Structural upgrades;
- 1.8. Construct new elevator and exit stairs;
- 1.9. Install weeping tile and foundation wall waterproofing;
- 1.10. Repair or replace storm and sanitary sewer as required;
- 1.11. Parking lot and exterior lighting improvements;
- 1.12. Barrier free and accessibility upgrades;
- 1.13. Designated substance abatement;
- 1.14. Parking lot repair and line painting; and
- 1.15. New exit on to Wortley Road.



LEGEND:

BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS 028841059 AND 028841104, UTM ZONE 17, MAGS (ORIGINAL). DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999954636.

SPECIFIED CONTROL POINTS (SCP's) AND OBSERVED REFERENCE POINTS (ORP's):
 UTM ZONE 17, MAGS (ORIGINAL)
 COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O. REG. 216/10

POINT ID	NORTHING	EASTING
SCP 028841059	475008.434	478070.244
SCP 028841104	473628.844	478960.911

COORDINATES CANNOT IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

- DENOTES SURVEY MONUMENT SET
- DENOTES SURVEY MONUMENT FOUND
- SSB DENOTES STANDARD IRON BAR
- IB DENOTES SHORT STANDARD IRON BAR
- DU DENOTES IRON BAR
- WIT DENOTES WITNESS
- ORP DENOTES OBSERVED REFERENCE POINTS
- SCP DENOTES SPECIFIED CONTROL POINTS
- M DENOTES MEASURED
- S DENOTES SET
- R.P. DENOTES REGISTERED PLAN
- CD DENOTES CALLON, DIETZ, O.L.S.'s
- AGM DENOTES ARCHIBALD, GRAY & MAKAY, O.L.S.'s
- HR DENOTES HOLSTEAD & REDMOND, O.L.S.'s
- PI DENOTES PLAN 33R-17277



SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:
 (1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 (2) THE SURVEY WAS COMPLETED ON THE 28th DAY OF JANUARY, 2015.

DATE: 17 March 2015
 J. ANDREW SMITH
 ONTARIO LAND SURVEYOR

METRIC:

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

1 REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

RECEIVED AND DEPOSITED
 DATE: MAR 18 2015

DATE: 17 March 2015
 J. ANDREW SMITH
 J. ANDREW SMITH, O.L.S.

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)

J. DUGAS

PART	LOT	PLAN	P.I.N.	AREA	NAME OF MOST RECENT TRANSFEREE
1	All of 7 & 8 AND Part of 9 EAST of WORTLEY ROAD	REGISTERED PLAN 1 (4th)	Part of P.I.N. 08375-0115(LT)	1.0440 hectares	THE CORPORATION OF THE CITY OF LONDON
	112590.3 sq. ft.				
2	All of 10 AND Part of 9 & 11 WEST of MARLEY PLACE	REGISTERED PLAN 438(4th)	Part of P.I.N. 08375-0115(LT)	9793.4 sq. m	THE CORPORATION OF THE CITY OF LONDON
	108413.3 sq. ft.				

PARTS 1 & 2 COMPRISE ALL OF P.I.N. 08375-0115(LT).

PLAN OF SURVEY

OF ALL OF LOTS 7, 8, 9 & 10 AND PART OF LOT 11 EAST OF WORTLEY ROAD AND ALL OF LOTS 7, 8, 9 & 10 AND PART OF LOT 11 WEST OF MARLEY PLACE REGISTERED PLAN 1 (4th) AND ALL OF BLOCK "A" REGISTERED PLAN 438 (4th) IN THE CITY OF LONDON COUNTY OF MIDDLESEX



SCALE IN METRES
 J. ANDREW SMITH
 ONTARIO LAND SURVEYOR

Callon Dietz

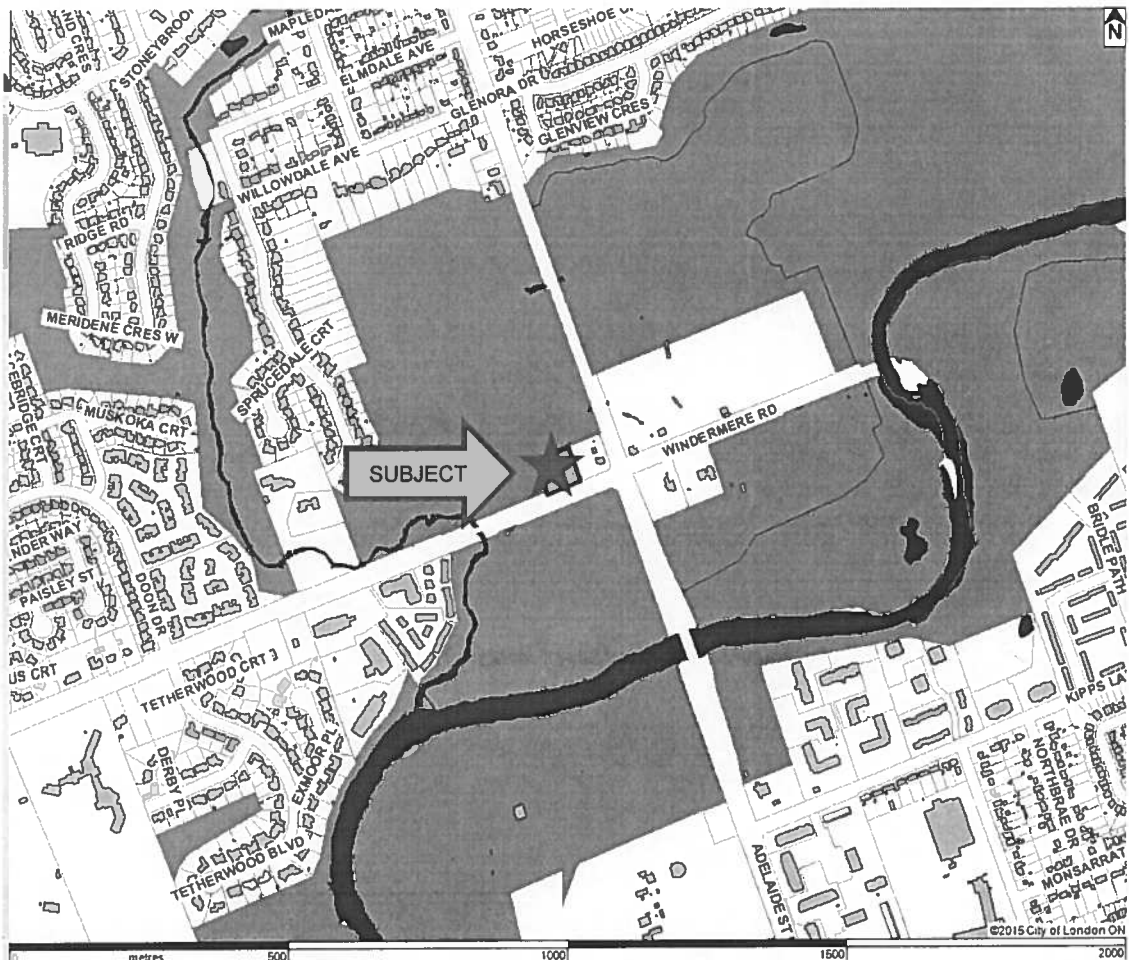
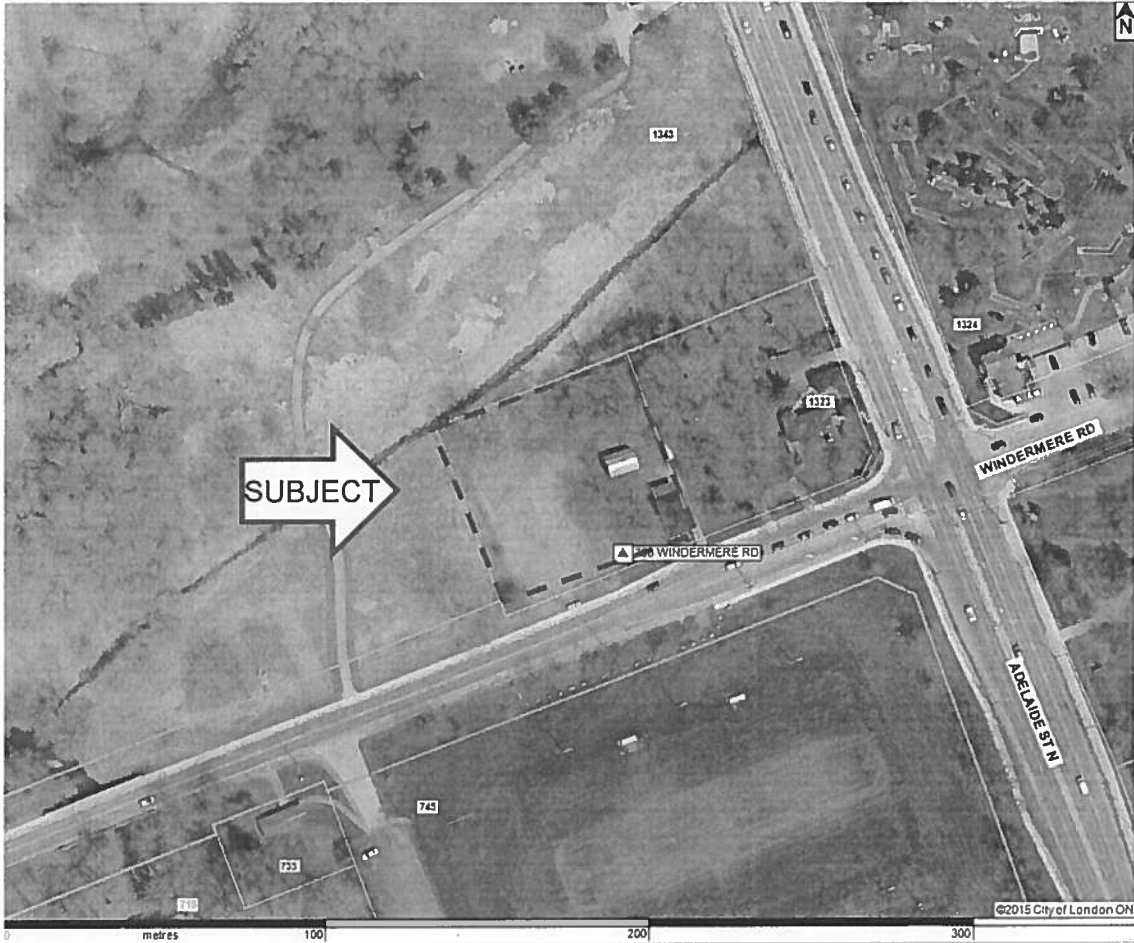
INCORPORATED
 ONTARIO LAND SURVEYORS
 LONDON, ONTARIO
 T: (519) 873-0220 F: (519) 873-5052
 www.callondietz.com

SURVEY BY: D.R. DRAWN BY: J.S. FILE NO: 15-19915 PLAN No: 900-7939
 MIDDLESEX COUNTY 2015-01-15-19915/Plan 000-2018 Reg. March 17, 2015

100605

ca

Location Map





APPENDIX "A"
CONFIDENTIAL

*Released
in
Public*

Chair and Members
Corporate Services Committee

#15062
April 10, 2015
(Property Purchase)

RE: Property Acquisition - Cat Adoption Centre
Capital Budget Project No. GG1530 - Cat Adoption Centre
756 Windermere Road

FINANCE REPORT ON THE SOURCES OF FINANCING:

Finance confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance For Future Work</u>
Land Acquisition	\$236,023	\$0	\$236,023	\$0
Vehicle & Equipment	163,977	3,598		160,379
NET ESTIMATED EXPENDITURES	\$400,000	\$3,598	\$236,023	\$160,379
SOURCE OF FINANCING				
Capital Levy	155,142			155,142
Transfer from Reserve	244,858	3,598	236,023	5,237
TOTAL FINANCING	\$400,000	\$3,598	\$236,023	\$160,379

- 1) Financial Note:
 Property Purchase \$225,000
 Add: Legal Fees and Disbursement Costs 5,000
 Sub-Total 230,000
 Add: Land Transfer Tax 1,975
 Add: HST @13% 29,900
 Less: HST Rebate 25,852
 Total Purchase Cost \$236,023

EH

Alan Dunbar
Manager, Financial Planning & Policy