

## SCHEDULE "B"

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** 598419 ONTARIO LIMITED

**REAL PROPERTY:**

Address: 585 Bathurst Street

Location: South of Bathurst Street East

Measurements: 7.7 M x 38.4M with an approx. area of 296 sq M or 3188 sq FT.

Legal Description: Part of Lot 29 South of Bathurst Street, more particularly described as Part 4 of Reference Plan 33R-18372 in the City of London, County of Middlesex, as shown on Schedule "A" (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be TWO DOLLARS CDN (\$2.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Description of the Property  
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than November 2, 2012, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on NOVEMBER 16, 2012 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on NOVEMBER 30, 2012. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage

held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
19. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Joe Fontana, Mayor

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

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

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 27 day of JUNE, 2012.

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: Frank Baratta

Name: FRANK BARATTA

Title: SECRETARY-TREASURER

I/We Have the Authority to Bind the Corporation

Maurice M. Pellarin  
Harrison Pensa<sup>LLP</sup>  
450 Talbot Street  
London, Ontario N6A 4K3

(519) 661-6724

VENDOR'S LAWYER:

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

BATHURST STREET EAST  
(Established by Registered Plan 178 (E))  
(20.117 Wide) P.I.N. 08312-0032

PARTS SCHEDULE:		PARCEL / P.I.N. / INST.	AREA SCHEDULE:	LAST TRANSFEREE	
PART	LOT		Sq. m. / Sq. Ft.		
1	Part of Lots 25, 26 & 27	South of Bathurst Street East	All of P.I.N. 08313-0001	3007 / 32367	City of London
2	Part of Lot 27	North of Horton Street East	Part of P.I.N. 08313-0015	1859 / 20010	City of London
3	Part of Lot 28	South of Bathurst Street East	Part of P.I.N. 08313-0015	337 / 3627	City of London
4	Part of Lot 29	South of Bathurst Street East	Part of P.I.N. 08313-0016	296 / 3186	598419 Ontario Limited

Parts 2 and 3 Comprise All of P.I.N. 08313-0015

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 33R-18372

RECEIVED AND DEPOSITED

DATE Sept 4, 2012 DATE SEP - 5 2012

*R. Stirling*  
ROBERT D. STIRLING, O.L.S.

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

PLAN OF SURVEY  
OF PART OF  
LOTS 25, 26 27 and 29  
AND ALL OF  
LOT 28  
SOUTH OF BATHURST STREET EAST  
AND PART OF  
LOTS 27 and 28  
NORTH OF HORTON STREET EAST  
REGISTERED PLAN No. 178 (E)  
IN THE  
CITY OF LONDON  
COUNTY OF MIDDLESEX  
SCALE 1:400 (METRIC)

FKS Land Surveyors  
2012

NOTES AND LEGEND

BEARINGS ARE U.T.M. GRID IN NAD83 (ORIGINAL) DERIVED FROM G.P.S. OBSERVATIONS AND THE CAN-NET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17.

POINT ID	NORTHING	EASTING
A	4759105.187	481072.911
B	4759147.951	481187.273
C	4759106.192	481185.981

- LINEAR VALUES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9995709443.
- DENOTES SURVEY MONUMENT FOUND
  - DENOTES SURVEY MONUMENT SET
  - SB DENOTES STANDARD IRON BAR
  - SSB DENOTES SHORT STANDARD IRON BAR
  - IB DENOTES IRON BAR
  - CC DENOTES CUT CROSS
  - WT DENOTES WITNESS
  - FKS DENOTES FARNCOMB, KIRKPATRICK & STIRLING, O.L.S.'S
  - CNR DENOTES CANADIAN NATIONAL RAILWAY
  - P1 DENOTES PLAN 33R-14799
  - P2 DENOTES PLAN OF SURVEY BY FKS DATED JANUARY 28, 1981, FILE No. 62-127.
  - N1 DENOTES NOTES BY FKS DATED NOVEMBER 30, 1962, FILE No. 62-127.
  - N2 DENOTES NOTES BY FKS DATED JANUARY 25, 1996, FILE No. 96-012.
  - D1 DENOTES INSTRUMENT No. 628540
  - D2 DENOTES INSTRUMENT No. LC103530
  - PROP DENOTES PROPORTIONED
  - C.L.F. DENOTES CHAIN LINK FENCE
  - H.P. DENOTES HYDRO POLE

SURVEYOR'S CERTIFICATE

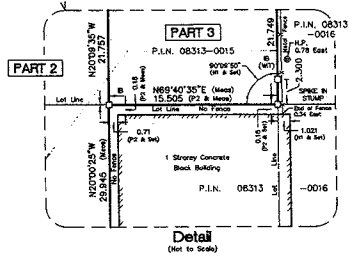
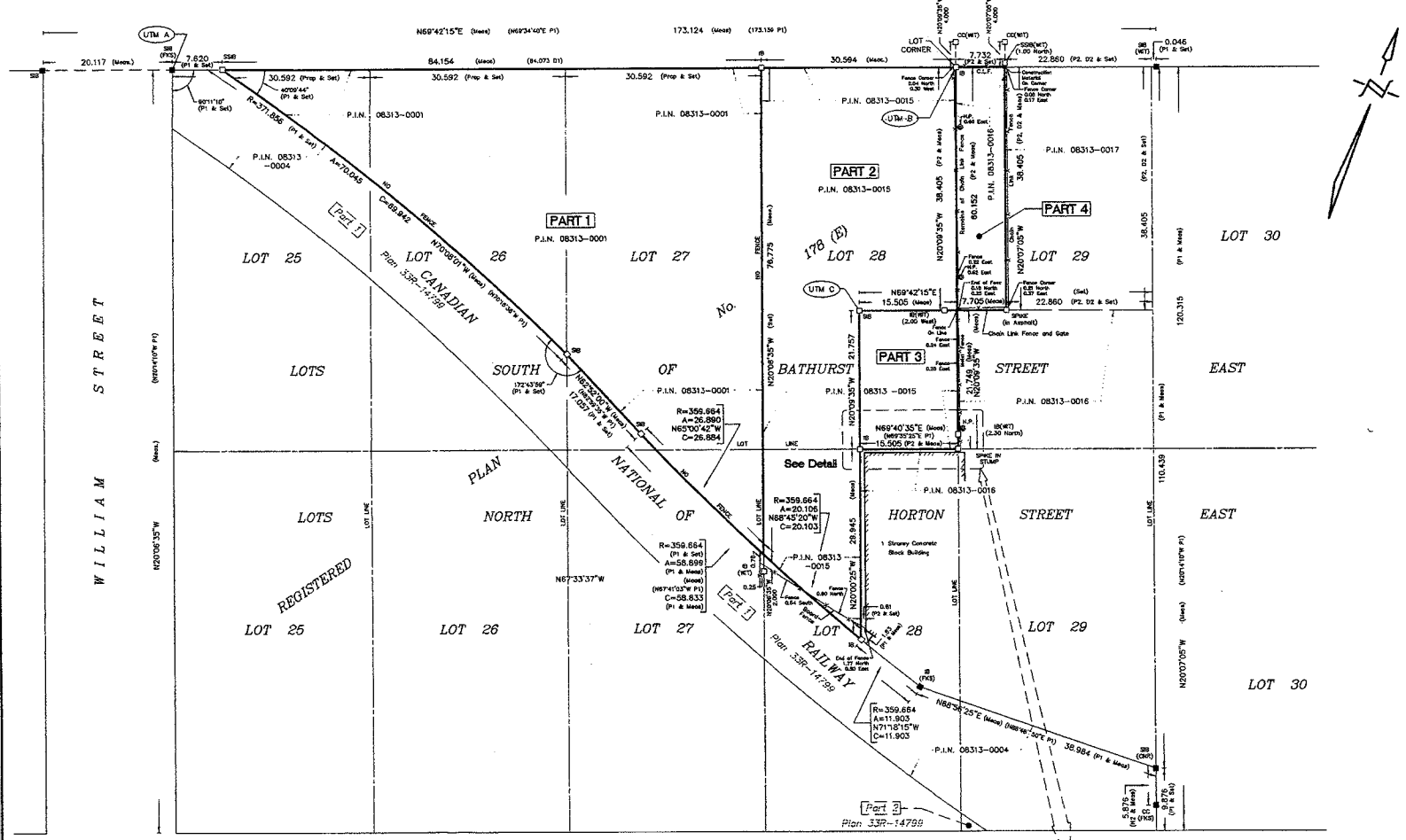
I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 31st DAY OF JULY, 2012.

DATE Sept 4, 2012 *R. Stirling*  
LONDON, ONTARIO ROBERT D. STIRLING  
ONTARIO LAND SURVEYOR



571 Wharncliffe Road South, London, Ontario N6J 2N6 TEL 680-2422  
FILE No. 08-230



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

Schedule 'A'

## SCHEDULE "B"

1. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
2. **FENCING:** The VENDOR at his expense shall remove the fencing on the north, east and west sides of the property within 30 days of the closing of this transaction.

## AGREEMENT OF PURCHASE AND SALE

**VENDOR:** THE CORPORATION OF THE CITY OF LONDON

**PURCHASER:** 598419 ONTARIO LIMITED

**REAL PROPERTY:**

Address: no municipal address

Location: LAND LOCKED PARCEL south of Bathurst St and north of Horton St east

Measurements: 15.505 M BY 21.757 M with an AREA OF 337 SQ M or 3627 sq ft

Legal Description: PART OF LOT 28, South Side of East Bathurst St, more particularly described as Part 3 of RP-18372 in the City of London, County of Middlesex, as shown on Schedule "A" (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be TWO DOLLARS CDN (\$2.00 ) payable as follows:
  - a) a deposit of Two DOLLARS (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Description of the Property  
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by council of the corporation of the city of London at a meeting to be held no later than November 2, 2012, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on November 16, 2012 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on November 30, 2012 . Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to

the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
19. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

IN WITNESS WHEREOF the Corporation of the City of London agrees to the above Agreement of Purchase and Sale and has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. \_\_\_\_\_ of the Council of The Corporation of the City of London passed the \_\_\_\_ day of \_\_\_\_\_.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Joe Fontana, Mayor

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

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

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 27 day of JUNE, 2012.

SIGNED, SEALED AND DELIVERED

In the Presence of

Per: 

Name: FRANK BARATTA

Title: SECRETARY - TREASURER

*I/We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: David G. Munteer, Solicitor, 519-661-2500 ext 4709 fax: 519-661-5530

PURCHASER'S LAWYER: Maurice M. Pellarin  
Harrison Pensa LLP  
450 Talbot Street  
London, Ontario N6A 4K3  
(519) 661-6724

BATHURST STREET EAST  
(Established by Registered Plan 178 (E)  
(20.117 Wide) P.I.N. 08312-0032

PARTS SCHEDULE		AREA SCHEDULE		LAST TRANSFEREE
PART	LOT	CON. / PLAN	PARCEL / P.I.N. / INST.	Sq. m. / Sq. Ft.
1	Part of Lots 25, 26 & 27	South of Bathurst Street East	All of P.I.N. 08313-0001	3007 / 32367
2	Part of Lot 27	North of Horton Street East	Part of P.I.N. 08313-0015	1859 / 20010
3	Part of Lot 28	South of Bathurst Street East	Part of P.I.N. 08313-0015	337 / 3627
4	Part of Lot 29	South of Bathurst Street East	Part of P.I.N. 08313-0016	298 / 3186

Parts 2 and 3 Comprise All of P.I.N. 08313-0015

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: Sept. 4, 2012

DATE: SEP - 5 2012

R. Stirling  
ROBERT D. STIRLING, O.L.S.

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

PLAN OF SURVEY  
OF PART OF  
LOTS 25, 26 27 and 29  
AND ALL OF  
LOT 28  
SOUTH OF BATHURST STREET EAST  
AND PART OF  
LOTS 27 and 28  
NORTH OF HORTON STREET EAST  
REGISTERED PLAN No. 178 (E)  
IN THE  
CITY OF LONDON  
COUNTY OF MIDDLESEX  
SCALE: 1:400 (METRIC)

FKS Land Surveyors  
2012

**NOTES AND LEGEND**

BEARINGS ARE U.T.M. GRID IN NAD83 (ORIGINAL) DERIVED FROM G.P.S. OBSERVATIONS AND THE CAN-NET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN BY WEST LONGITUDE, ZONE 17.

POINT ID	NORTHING	EASTING
A	4759105.187	481072.511
B	4759147.651	48187.273
C	4759106.192	48185.991

LINEAR VALUES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999700443.

- # DENOTES SURVEY MONUMENT FOUND
- SD DENOTES SURVEY MONUMENT SET
- SI DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- CC DENOTES CUT CROSS
- WT DENOTES WITNESS
- FKS DENOTES FARNCOMB, KIRKPATRICK & STIRLING, O.L.S.'S
- CNR DENOTES CANADIAN NATIONAL RAILWAY
- P1 DENOTES PLAN 33R-14799
- P2 DENOTES PLAN OF SURVEY BY FKS DATED JANUARY 28, 1981, FILE No. 62-127.
- N1 DENOTES NOTES BY FKS DATED NOVEMBER 30, 1962, FILE No. 62-127.
- N2 DENOTES NOTES BY FKS DATED JANUARY 25, 1996, FILE No. 96-012.
- D1 DENOTES INSTRUMENT No. 628540
- D2 DENOTES INSTRUMENT No. LC103530
- PROP DENOTES PROPORTIONED
- C.L.F. DENOTES CHAIN LINK FENCE
- H.P. DENOTES HYDRO POLE

**SURVEYORS' CERTIFICATE**

I CERTIFY THAT:

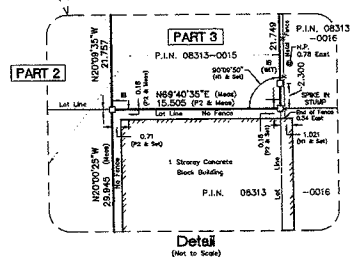
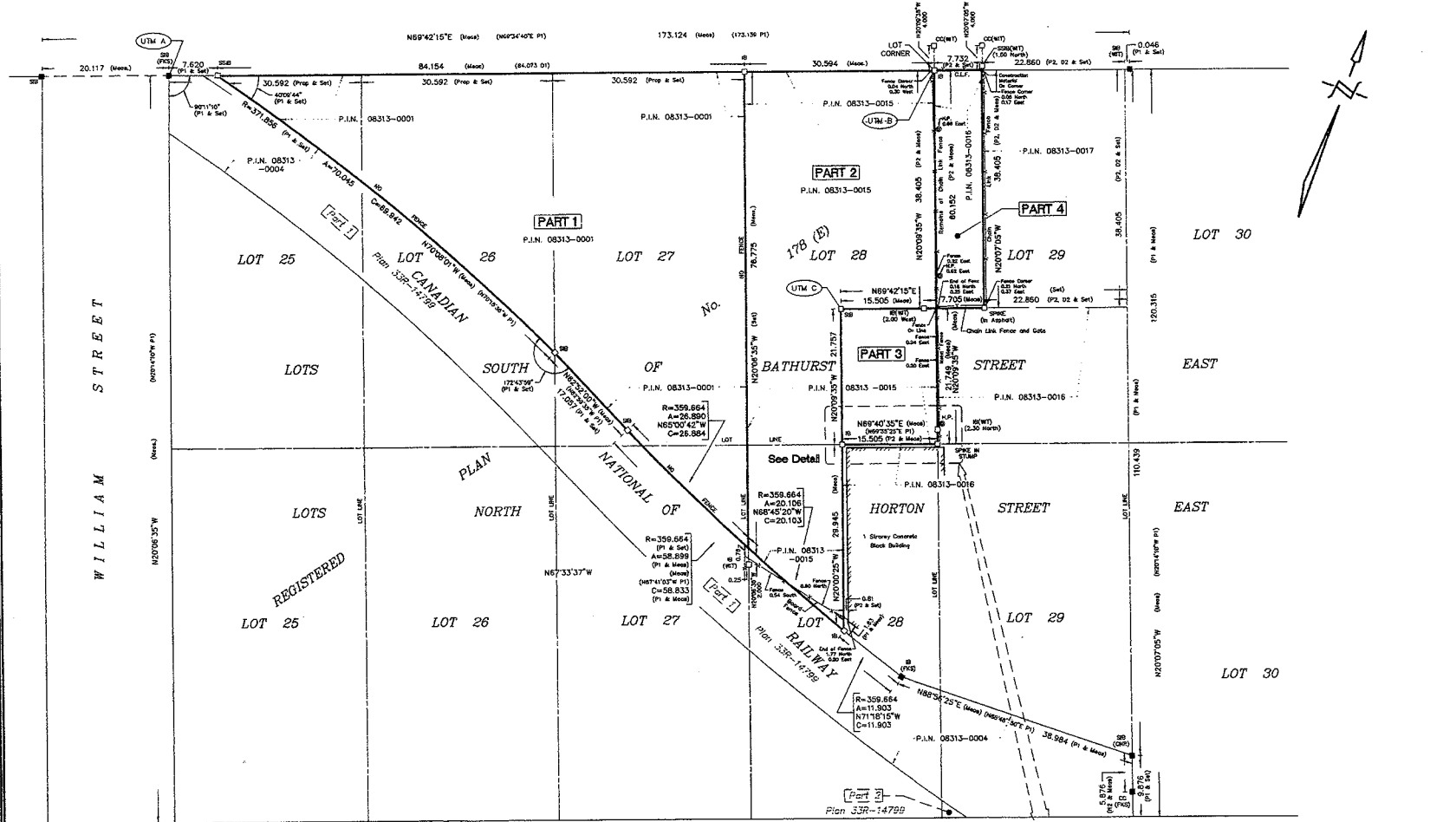
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 31st DAY OF JULY, 2012.

DATE: Sept. 4, 2012 LONDON, ONTARIO

R. Stirling  
ROBERT D. STIRLING  
ONTARIO LAND SURVEYOR



571 Wharmfote Road South, London, Ontario N6J 2N6 TEL. 680-2422  
FILE No. 08-230



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

Schedule "A"



## SCHEDULE "B"

1. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
2. **REFERENCE PLAN:** The Vendor to deposit a reference plan at their expense prior to closing.