

TO:	CHAIR AND MEMBERS FINANCE AND ADMINISTRATION COMMITTEE MEETING ON AUGUST 17, 2011
FROM:	TOM JOHNSON MANAGING DIRECTOR - CORPORATE ASSETS
SUBJECT:	DECLARE SURPLUS AND SALE OF PART OF THE UNOPENED ORIGINAL BASELINE ROAD ALLOWANCE EAST OF JARVIS STREET

RECOMMENDATION

That, on the recommendation of the Managing Director - Corporate Assets, on the advice of the Manager Realty Services, the unopened original Baseline Road allowance east of Jarvis Street, identified as part 1,2,3,4,5,6,7,8 9, & 10 of a draft Reference Plan, containing an area of approximately 0.453 acres and shown as Area "A" on the attached sketch, **BE DECLARED SURPLUS**, and following actions be taken with respect to the offers submitted for the purchase of the surplus land:

- a) The offer from 1767127 ONTARIO INC. for Parts 9 & 10 of a draft Reference Plan, to purchase the subject lands from the City for the sum of \$24,000, **BE ACCEPTED** subject to the following conditions:
 - i) Part 9 being subject to a right-of way in favor of others
 - ii) The completion of this transaction is conditional upon the completion of two other transactions disposing of Parts 1, 2, 3, 4, 5, 6, 7, & 8 to the abutting land owners.
 - iii) The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a Reference Plan as shown on Schedule A.

- b) The offer from VIVIAN AND MARK WELLS (55 Rose Hip Place) for Parts 1, 2, 4, 5, 6, & 7 of a draft Reference Plan, to purchase the subject lands from the City for the sum of \$4,000, **BE ACCEPTED** subject to the following conditions:
 - i) Subject to Easements in favour of City of London, London Hydro and Bell Canada
 - ii) Parts 4 & 6 being subject to a right-of-way in favour of others.
 - iii) The completion of this transaction is conditional upon the completion of two other transactions disposing of parts 3, 8, 9, & 10 to the abutting land owners.

- c) The offer from THADATHIL AND CACHIKUTTY PHILIP (51 Rose Hip Place) for Parts 3 & 8 of a draft Reference Plan, to purchase the subject lands from the City for the sum of \$4,000, **BE ACCEPTED** subject to the following conditions:
 - i) Subject to easements in favour of London Hydro and Bell Canada
 - ii) The completion of this transaction is conditional upon the completion of two other transactions disposing of parts 1, 2, 4, 5, 6, 7, 9, and 10 to the abutting land owners.

All parcels of land being disposed of will be consolidated with abutting land owners properties.

- d) the attached proposed By-laws **BE INTRODUCED** at the Municipal Council Meeting on August 29, 2011, to approve the sale of lands to 1767127 ONTARIO INC., VIVIAN and MARK WELLS, and THADATHIL and CACHIKUTTY PHILIP, and **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreements of Purchase and Sale.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

March 7, 2011 Reports to the Built and Natural Environment Committee.

June 13, 2011 Built and Natural Environment Committee.

BACKGROUND

PURPOSE:

The purpose of this report is to obtain Council approval to declare the unopened road allowance surplus and to approve the sale of the complete road allowance to the three abutting land owners.

DISCUSSION:

At its meeting on June 20, 2011 Municipal Council resolved:

*" that on the recommendation of Acting Director of Roads and Transportation, the closing of part of the original road allowance between Concession 1 and Broken Front Concession B in the geographic Township of Westminster, now the City of London, lying east of MN 520 Jarvis Street, and part of reserve Block 149 on Plan 33M-211 abutting the Lots 86 and 93 on Plan 33M-211, **BE APPROVED**, it being noted the closing By-Law will not be registered until the Offers to Purchase from all purchasing property owners have been accepted by Municipal Council ."*



Based on this resolution Realty Services has completed an in-house appraisal of the lands and has received Offers to Purchase from the three abutting land owners to purchase the road allowance.

Parts of the lands are being conveyed subject to utility easements in favour of the City of London, London, Hydro, Bell Canada and a right of way in favour of others.

The form of the Offers has been approved by the City Solicitors Office.

A plan is attached for Municipal Council's information.

Acknowledgement: This report was prepared by Robert Steinberg.

PREPARED BY:	RECOMMENDED BY:
	
BILL WARNER MANAGER, REALTY SERVICES	TOM JOHNSON MANAGING DIRECTOR - CORPORATE ASSETS

File No. P-2274

Attachments – Site Plan

By-law – Agreement of Purchase and Sale -1767127 Ontario Inc.

By-law – Agreement of Purchase and Sale – Wells

By-law – Agreement of Purchase and Sale – Philip

Agreement of Purchase and Sale – 176127 Ontario Inc.

Agreement of Purchase and Sale – Wells

Agreement of Purchase and Sale - Philip

Cc. Gary Irwin, Division Manager and Chief Surveyor

Pat McNally, Executive Director, Planning, Environmental and Engineering Services

Bill No.

By-law No.

A By-law to authorize an Agreement of Purchase and Sale between The Corporation of the City of London and 1767127 Ontario Inc., for the sale of property located at the original Baseline road allowance east of Jarvis Street, being Parts 9 & 10 of a draft Reference Plan for the consideration of \$24,000, and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Agreement of Purchase and Sale with 1767127 Ontario Inc. (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this By-law, being an Agreement of Purchase and Sale between the City and 1767127 Ontario Inc. is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under Section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

Bill No.

By-law No.

A By-law to authorize an Agreement of Purchase and Sale between The Corporation of the City of London and Vivian and Mark Wells, for the sale of property located at the original Baseline road allowance east of Jarvis Street, being Parts 1,2,4,5,6,&7 of a draft Reference Plan, for the consideration of \$4000, and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Agreement of Purchase and Sale with Vivian and Mark Wells (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

4. The Agreement attached as Schedule "A" to this By-law, being an Agreement of Purchase and Sale between the City and Vivian and Mark Wells is hereby AUTHORIZED AND APPROVED.
5. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under Section 1 of this by-law.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

Bill No.

By-law No.

A By-law to authorize an Agreement of Purchase and Sale between The Corporation of the City of London and Thadathil and Cachikutty Philip, for the sale of property located at the original Baseline road allowance east of Jarvis Street, being Parts 3 & 8 of a draft Reference Plan, for the consideration of \$4,000, and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Agreement of Purchase and Sale with Thadathil and Cachikutty Philip (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

7. The Agreement attached as Schedule "A" to this By-law, being an Agreement of Purchase and Sale between the City and Thadathil and Cachikutty Philip is hereby AUTHORIZED AND APPROVED.
8. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under Section 1 of this by-law.
9. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

AGREEMENT OF PURCHASE AND SALE

VENDOR: THE CORPORATION OF THE CITY OF LONDON

PURCHASER: 1767127 ONTARIO INC.

REAL PROPERTY:

Location: unopened road allowance located south of 51 & 55 Rose Hip Place and north of 633 Commissioners Rd S

Measurements: 905.8 sq M or 9750 sq ft more or less

Legal Description: , unopened road allowance - Conc. 1 Pt Lot 38, more particularly described as Parts 9 & 10 (Part 9 subject to existing right-of-way in favor of others) of a draft RP 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 TWENTY-FOUR THOUSAND DOLLARS CDN (\$24,000) payable as follows:
 - a) a deposit of TWO DOLLARS (\$2.00) cash or certified cheque on the date hereof as a deposit; and
 - b) the balance of the purchase price, subject to adjustments, in cash or by certified 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:

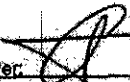
Schedule "A" Description of the Property
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until considered by the Council of the Corporation of the City of London at a meeting to be held no later than the 10TH OF September 2011 after 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 the 14th of October 2011 (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.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on the 28TH OF October 2011. 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. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.) then such G.S.T. shall be in addition to and not included in the sale price, and G.S.T. shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to G.S.T., 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 G.S.T.
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 certified 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.

I, the Undersigned Purchaser, agree to the above Agreement of Purchase and Sale.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Per: 

Name: SHAWN STEVENS

Title: PRESIDENT

I/We Have the Authority to Bind the Corporation

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

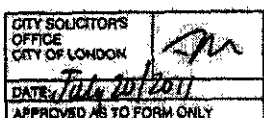
THE CORPORATION OF THE CITY OF LONDON

Joe Fontana, Mayor

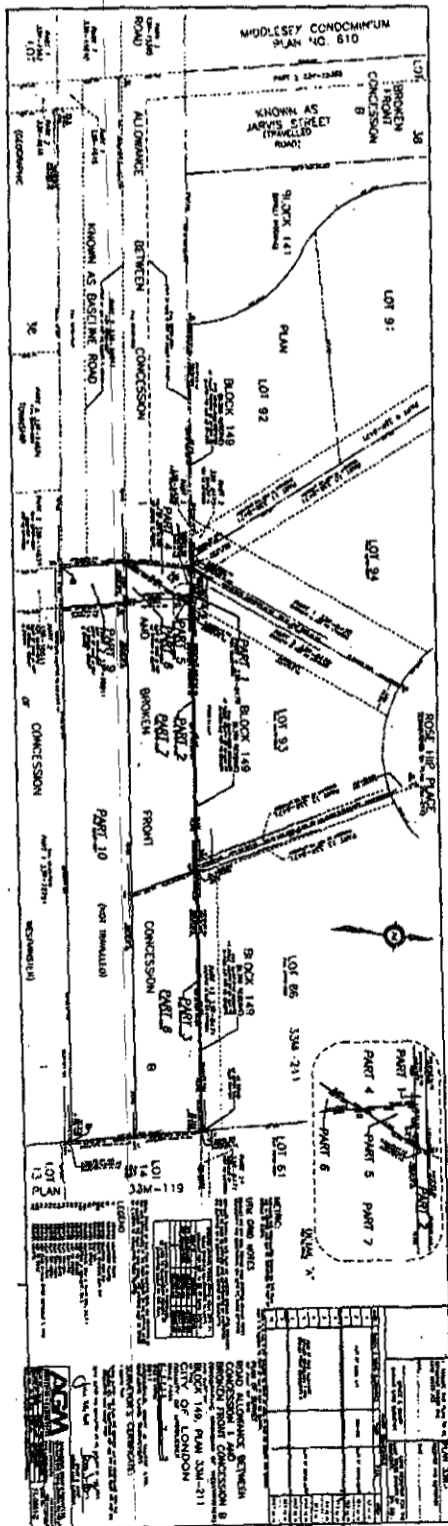
Catharine Saunders, City Clerk

VENDOR'S LAWYER: David G. Mounteer, Solicitor, 519-661-2600 Ext. 4709 Fax: 519-661-5530

PURCHASER'S LAWYER: Stewart G. Thomson, 519-673-1151, fax 519-673-3632, 519-697-0511



[Handwritten mark]



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. **COMPLETION CONDITIONAL ON OTHER OFFERS:** The completion of the transaction is conditional upon the completion of two other transaction disposing of Parts 1, 2, 3, 4, 5, 6, 7, & 8 to the abutting land owners.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a draft RP as shown on Schedule A.
4. **EASEMENTS:** Part 9 is subject to a right-of-way in favor of others.



AGREEMENT OF PURCHASE AND SALE

VENDOR: THE CORPORATION OF THE CITY OF LONDON

PURCHASER: VIVIAN AND MARK WELLS

REAL PROPERTY:

Location: PART OF AN UNOPENED ROAD ALLOWANCE ABUTTING THE SOUTHERLY BOUNDARY OR 55 ROSE HIP PLACE

Measurements: Irreg. approx. 516 sq meters (5554 sq ft)

Legal Description: -unopened road allowance described as parts 1,2,4,5,6,& 7 of a draft Reference Plan, subject to a combined Services Easement in favor of the City over parts 1, 4, & 5; subject to an easements in favor of Bell Canada and London Hydro over parts 1,2,4,5,6,&7; subject to existing right-of-way in favor of others, City of London, County of Middlesex as shown on Schedule "A" (the "Property").

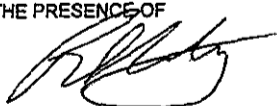
1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR THOUSAND DOLLARS CDN (\$ 4,000) payable as follows:
 - a) a deposit of TWO DOLLARS (\$2.00) cash or certified cheque on the date hereof as a deposit; and
 - b) the balance of the purchase price, subject to adjustments, in cash or by certified 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 Purchaser until considered by the Council of the Corporation of the City of London at a meeting to be held no later than September 10, 2011, 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 the October 14, 2011 (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 October 28, 2011 . 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 certified 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.

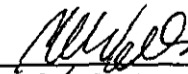
I/We, the Undersigned Purchaser, agree to the above Agreement of Purchase and Sale.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Signed:

Signed:





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

IN WITNESS WHEREOF the Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of the Corporation of the City of London passed this _____ day of _____

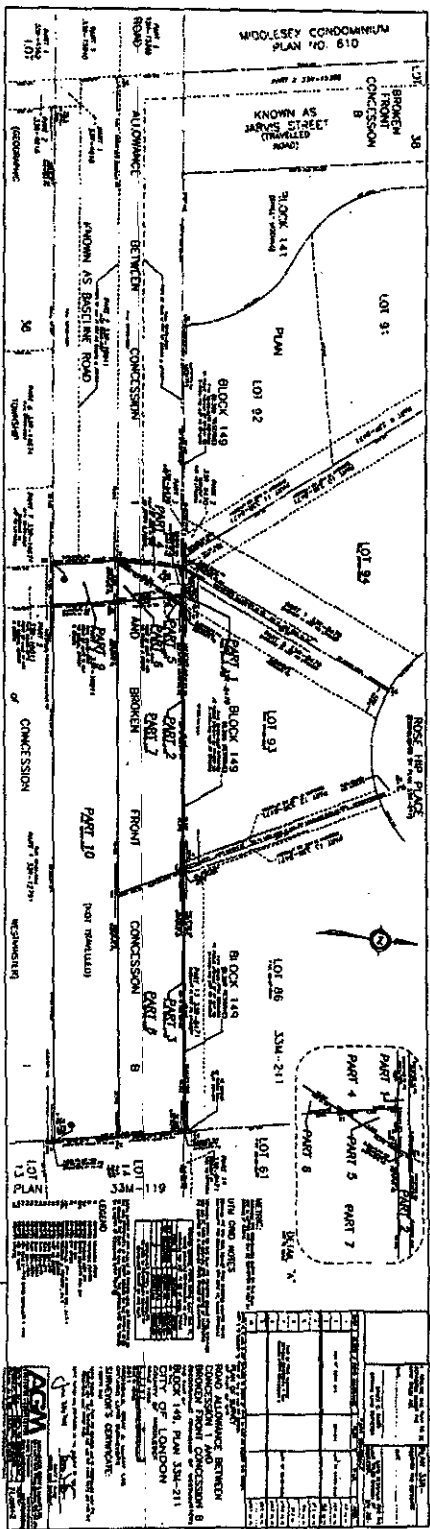
THE CORPORATION OF THE CITY OF LONDON

Joe Fontana, Mayor

Catharine Saunders, City Clerk

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

PURCHASER'S LAWYER: J. Brian Phillips (519) 672-9330 ext 401, fax (519) 672-5960



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, regulation 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 or loss whatsoever arising out of or pursuant to any claims in respect to the forgoing.
2. **REFERENCE PLAN:** The Purchaser of Parts 9 & 10 agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.
3. **COMBINED SERVICES EASEMENT:** The Purchaser agrees to accept the title to the Property subject to an easement to be reserved in favor of the Corporation of the City of London for the full, free, and uninterrupted right, liberty, privilege and easement to construct, reconstruct, repair, clean, maintain, inspect and as part of the infrastructure that City of London may from time to time determine necessary in, through, over, under and upon the Property.
4. **HYDRO EASEMENT:** The Purchaser agrees to accept the title to the property subject to an easement to be reserved in favor of London Hydro for the full and uninterrupted right, liberty, privilege and easement to construct, reconstruct, repair, clean, maintain, inspect and sue as part of the electrical lines etc. of London Hydro may from time to time determine necessary in, through, over, and upon the Property.
5. **BELL CANADA EASEMENT:** The Purchaser agrees to accept title to the Property subject to an easement in favor of Bell Canada to operate, maintain, repair, replace, renew, or make additions to telecommunications facilities including buried cable and wires, conduits, foundations, cabinets, markers and appurtenances.
6. **EASEMENT:** Parts 4 & 6 are subject to an existing right-of-way in favor of others.
7. **COMPLETION CONDITIONAL ON OTHER OFFERS:** The completion of the transaction is conditional upon the completion of two other transactions disposing of Parts 3, 8, 9, & 10 to the abutting land owners.

AGREEMENT OF PURCHASE AND SALE

VENDOR: THE CORPORATION OF THE CITY OF LONDON

PURCHASER: THADATHIL AND CACHIKUTTY PHILIP

REAL PROPERTY:

Location: UNOPENED ROAD ALLOWANCE ABUTTING THE SOUTHERLY BOUNDARY OF 51 ROSE HIP PLACE

Measurements: Irreg. approx. 410.4 sq M (4417 sq ft)

Legal Description: -unopened road allowance described as Parts 3 & 8 of a draft Reference Plan, subject to easements in favor of Bell Canada and London Hydro., 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 FOUR THOUSAND DOLLARS CDN (\$4,000) payable as follows:
 - a) a deposit of TWO DOLLARS (\$2.00) cash or certified cheque on the date hereof as a deposit; and
 - b) the balance of the purchase price, subject to adjustments, in cash or by certified 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 Purchaser until considered by the Council of the Corporation of the City of London at a meeting to be held no later than September 10, 2011, 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 the October 14th, 2011, (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.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on October 28, 2011 . Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notices 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 certified 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.

I/We, the Undersigned Purchaser, agree to the above Agreement of Purchase and Sale.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Signed

Signed

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of the Corporation of the City of London passed this _____ day of _____

THE CORPORATION OF THE CITY OF LONDON

Joe Fontana, Mayor

Catharine Saunders, City Clerk

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

PURCHASER'S LAWYER: _____

SCHEDULE "B"

1. **ENVIRONMENTAL CLAUSE:** THE Purchase acknowledges that the Property is being purchase 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 used including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
2. **REFERENCE PLAN:** The Purchaser of Parts 9 & 10 agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.
3. **HYDRO EASEMENT:** The Purchaser agrees to accept the title to the Property subject to an easement to be reserved in favor of LONDON HYDRO for the full, free and uninterrupted right, liberty, privilege and easement to construct, reconstruct, repair, clean, maintain, inspect and use as part of the electrical lines etc. of LONDON HYDRO may from time to time determine necessary in, through, over, under and upon the Property.
4. **BELL CANADA EASEMENT:** The Purchaser agrees to accept title to the Property subject to an easement in favor of Bell Canada to operate, maintain, repair, replace, renew or make additions to telecommunications facilities including buried cable and wires, conduits, foundations, cabinets, markers and appurtenances.
5. **COMPLETION CONDITIONAL ON OTHER OFFERS:** The completion of this transaction is conditional upon the completion of two other transactions disposing of Parts 1, 2, 4, 5, 6, 7, 9, and 10 to the abutting land owners.