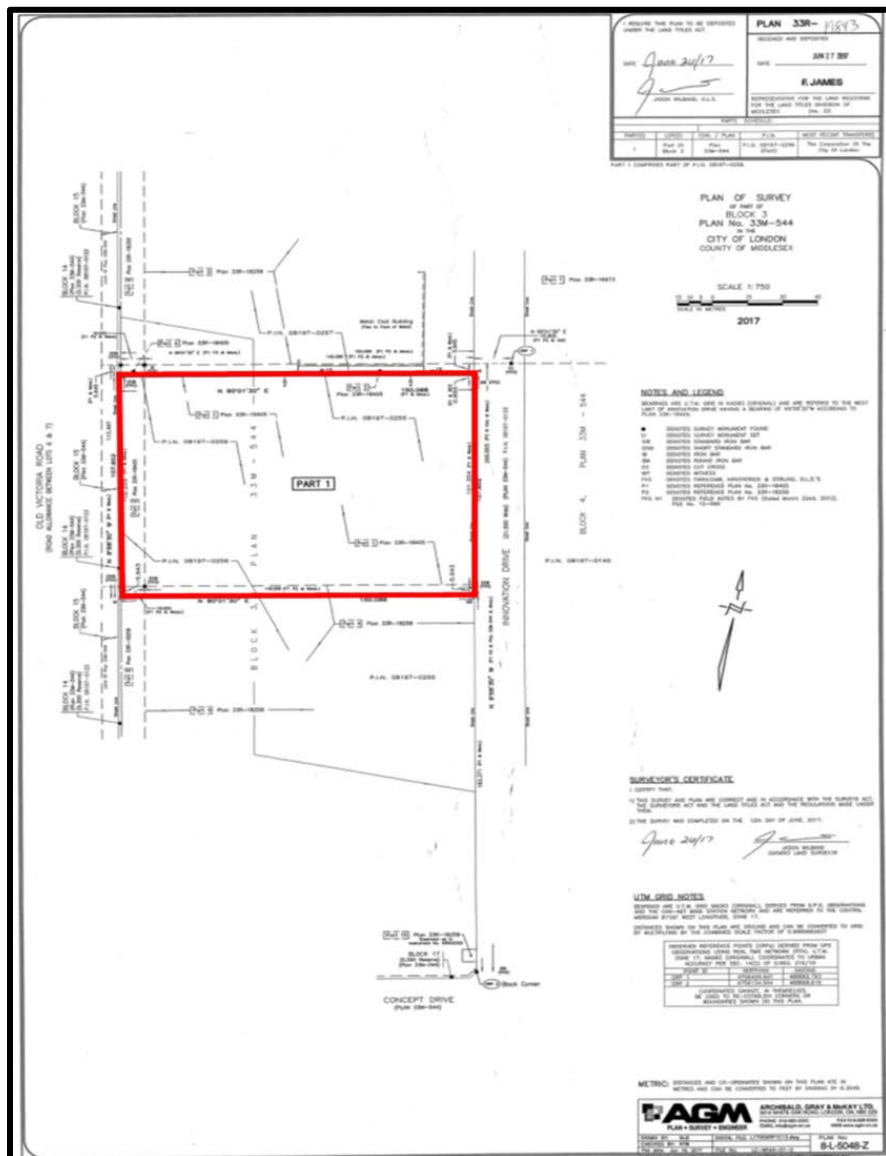
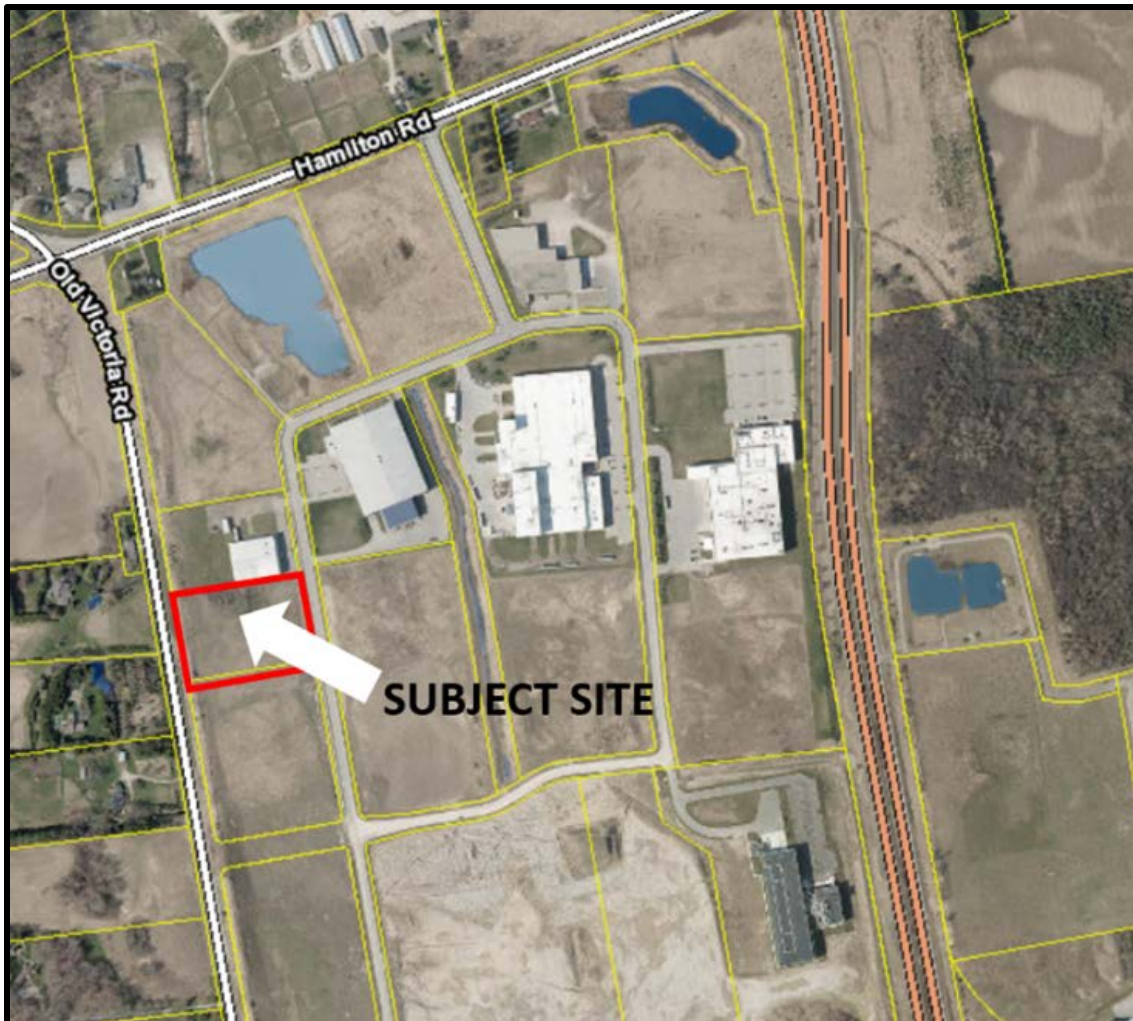


**SCHEDULE "A"**

**PART 1, PLAN 33R-19843  
INNOVATION PARK PHASE I**



**APPENDIX "C"**  
**INNOVATION PARK – PHASES I TO IV**  
**Revenue and Expense Breakdown as of March 1 2019**

**ACTUAL REVENUE AND PROJECTED REVENUE:**

**Land Sales**

TOTAL LAND SALES REVENUE TO DATE (2006 – 2018)	\$9,731,337
Acreage Sold to Date	201.53 Acres
Average Price Per Acre (based on actual sales to date)	\$48,287 /ac
Estimated Sales Revenue on Balance of Park (216.2 acres @ \$70,000 per acre plus (20.3 acres @ \$56,500 per acre)	<u>\$15,134,000</u>
<b>TOTAL ACTUAL AND ESTIMATED SALES REVENUE</b>	<b>\$24,931,287</b>

**Annual Municipal Taxes – On Land Sales to Date**

ANNUAL MUNICIPAL TAXES (2018 Actual)	\$2,999,521
Annual Taxes Per Acre (2018 Actual)	\$14,883
Cumulative Taxes to Date (2006 – 2018)	\$13,944,594

**Other Subsidies**

Development Charge Exemptions (CIP)	\$20,914,709
-------------------------------------	--------------

**BUDGETED EXPENSES:**

**Budgeted Acquisition, Design & Construction Costs:**

A) Land Costs: Total Land Acquisition Cost (477 net acres)	\$12,222,016
B) Servicing Costs: Design & Construction Costs	\$61,413,987
Less: Estimated Oversizing Component *	<u>- \$23,867,350</u>
<b>TOTAL LOCAL SERVICES</b>	<b>\$37,546,637</b>
Net Acreage of City owned Land	477 Acres
C) TOTAL COST (A + B) Land plus Local Servicing Cost	\$49,768,653
Average Expenditures Per Net Acre	\$104,337 /ac
D) SuperBuild Funding (Provincial) Senior Government Infrastructure Funding MIII Funding (Provincial)	<u>- \$17,448,457</u>
E) TOTAL COST (A + B) Land plus Local Servicing cost - Net of Superbuild, MIII & ISF Funding	\$32,320,196
<b>Average Expenditures Per Net Acre (after deducting senior Government Funding)</b>	<b>\$67,757 /ac</b>

\* It should be noted that Oversizing costs are ultimately borne by the City.

Note: - Estimates are based on Current Approved Budget Allocation as reported in JD Edwards

- Lands "under contract" are not reflected in figures above.

APPENDIX "C"

PROPERTY SKETCH



Appendix "D"  
Agreement of Purchase and Sale

**AGREEMENT OF PURCHASE AND SALE**

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

**VENDOR:** ~~JOHN HENRY ESLER~~ <sup>OPNS HENRY JOHN ESLER</sup> AND JO-ANN MARIE ESLER (AS JOINT TENANTS)

**REAL PROPERTY:**

Address: 2497 BRADLEY AVENUE

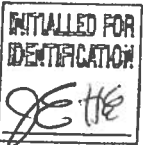
Location: SOUTH OF BRADLEY AVENUE

Measurements: IRREGULAR- AREA OF 70.1 +/- ACRES

Legal Description:

PART LOTS 4 AND 5, CONCESSION 2, IN FOR FORMER TOWNSHIP OF WESTMINSTER AS IN 95415; SAVE AND EXCEPT 145868, 440691 AND IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING PIN 081970162 & PART LOTS 4 AND 5, CONCESSION 2, IN THE FORMER TOWNSHIP OF WESTMINSTER AS IN 95415; SAVE AND EXCEPT 145868, 440691, PART 1 IN PLAN ER951197 AND PART 1 IN PLAN ER1062040; SUBJECT TO AN EASEMENT AS IN WU47110 TOGETHER WITH AN EASEMENT AS IN 145868, IN THE CITY OF LONSON, COUNTY OF MIDDLESEX BEING PIN 081970279 together as highlighted in red and shown in 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 MILLION TWO HUNDRED AND FORTY-ONE THOUSAND AND FIFTY DOLLARS CDN (\$4,241,050) payable as follows:
  - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) 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 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
  - Schedule "C" Standard Lease Agreement & Additional Terms
  - Schedule "D" Farm Land Lease for 2497 Bradley Ave
  - Schedule "E" Adjacent Farm Land Lease for 2531 Bradley Ave
  - Schedule "F" List of Vendor's Chattels Excluded from Sale
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 **April 30, 2019** 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 October 16, 2019** (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 30, 2019**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. **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.
11. **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.
12. **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

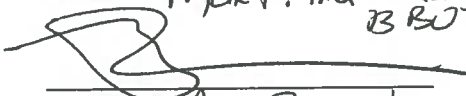


insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit 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 .

13. **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.
14. **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
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

  
Witness Max Prince - Lawyer John Henry Esler Apr 4/19  
B.S.O. B.S.O. Date

  
Witness Max Prince - Lawyer Jo-Ann Marie Esler April 4 2019  
B.S.O. B.S.O. Date

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. A-1-11012 of the Council of the Corporation of the City of London consolidated the 1<sup>st</sup> day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

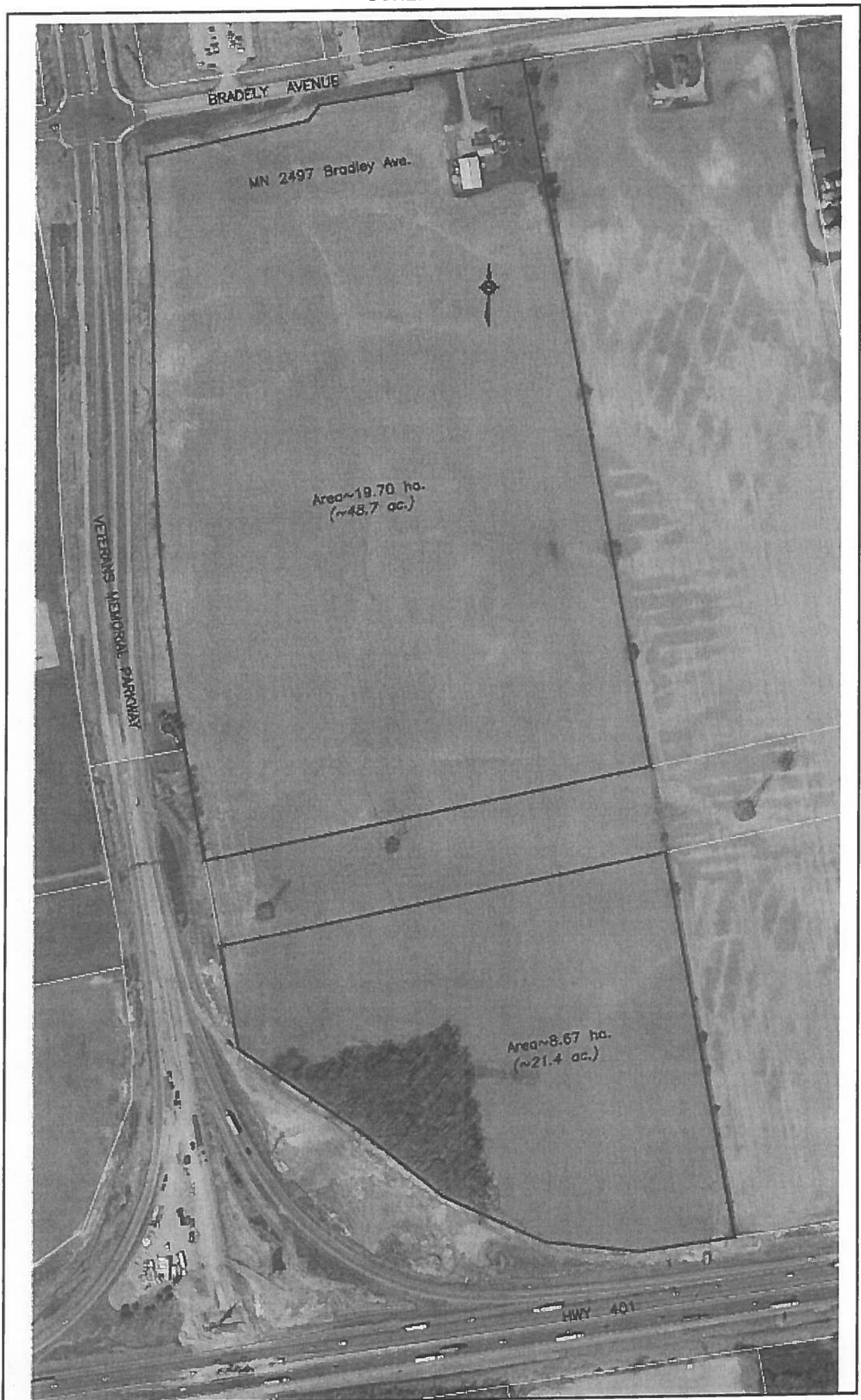
\_\_\_\_\_  
Ed Holder, Mayor

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

VENDOR'S LAWYER: Max P. Prince, Barrister & Solicitor, 519-679-0400 Fax: 519-679-6350

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

SCHEDULE "A"



## SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:30pm EST on October 16, 2019** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

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

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on October 16, 2019** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property which may also include a heritage review for the existing house and outbuildings located on the Property shown in Schedule "A". The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

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

3. **STORM WATER MANAGEMENT REVIEW AND HYDRO ONE NETWORKS INC. APPROVAL:** The Purchaser shall until **4:30pm EST on October 16, 2019** to satisfy itself in its sole and unfettered discretion with the storm water management plan and the acreage available to the Purchaser for its intended development of the property including any necessary approvals required from Hydro One Networks Inc. for a new road crossing along the Hydro One Transmission Corridor.

If the results of storm water management review and obtaining approvals from the Hydro One Networks Inc. for a new road are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY:** The Purchaser shall have until **4:30pm EST on October 16, 2019**, to obtain, at its expense, the appropriate amendments to the Official Plan and the Zoning By-Law necessary for the Purchaser to develop and use the Property for industrial use. Both the Purchaser and Vendor agree to proceed diligently to procure such amendments. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Local Planning Appeal Tribunal (LPAT) (formerly the Ontario Municipal Board), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the LPAT's final decision and Order regarding all such appeals within its jurisdiction. In the event that the LPAT modifies or amends the Official Plan Amendment, the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion then this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.



5. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of Twenty Thousand Dollars CDN (\$20,000) is refundable to the Purchaser should this transaction fail to close on or prior **October 30, 2019**.
  
6. **UNION GAS EASEMENT:** The Purchaser agrees to accept the title to the Property subject to an easement in favour of Union Gas Limited to survey, lay, construct, maintain, inspect, patrol, alter, remove, replace, reconstruct, repair, move, keep, use and or operate a pipe line or lines for the distribution of gas.
  
7. **RESIDENCE:** Subject to the provisions pertaining to the Completion Date in this Agreement, the Vendor shall have the Option of entering into a Residential Tenancy Agreement for a maximum term of Two (2) years with the commencement date being the Completion Date of this transaction at the nominal consideration of \$2.00 per month in the form of the Standard Lease attached as Schedule "C". The Vendor, hereby known as the tenant, shall be responsible for all maintenance, repairs, and utilities pertaining to the building and residential lot from the date of closing until they vacate the property. The Purchaser shall not be required to provide any alternate residence or compensation if for any reason the residence becomes uninhabitable during the Vendor's tenancy. The Vendor recognizes that the Purchaser shall be permitted to cross over the residential portion of the property, providing it does not unduly interfere with the quiet enjoyment of the tenant's residential use of the property (the lawn area around the residence).
  
8. **TILLAGE FARM ACREAGE FOR 2497 BRADLEY AVE:** The Vendor shall have the right to harvest the summer/fall 2019 crop prior to November 30<sup>th</sup>, 2019 and in the event due to weather reasons the crop is not harvested, the Vendor will have the right to harvest it in the spring of 2020, but no later than May 1<sup>st</sup>, 2020.

Notwithstanding the above and subject to the Purchaser closing this transaction, the Purchaser agrees to grant the Vendor a farm lease (the "Farm Land Lease Agreement") for term of two (2) years beginning on January 1, 2020 and ending on December 31, 2023 at the rate of \$150.00 per acre (plus HST) per year in the form of the Farm Land Lease Agreement attached as Schedule "D".

INITIALED FOR IDENTIFICATION  
 HC 9/2

After that time the Vendor shall have first right (the "First Right of Refusal") to continue to farm 2497 Bradley Ave. which shall be subject to the written permission of the Purchaser acting reasonably and under a new farm land lease agreement to be provided by the Purchaser. The Vendor shall provide written notice to the City on or before December 1<sup>st</sup> that the Vendor wishes to exercise its First Right of Refusal for the following growing season. The rate of \$150.00 per acre (plus HST) per year shall apply for any additional period granted beyond the initial term which ends on December 31, 2023.

INITIALED FOR IDENTIFICATION  
 HC 9/2

Notwithstanding the above, the Purchaser has the right to terminate the Farm Land Lease Agreement or any extensions granted (the "Termination of Lease") upon One Hundred and Fifty Days (150) written notice should the lands be sold to a third party or be required for municipal purposes which is further described in the Farm Land Lease agreement attached as Schedule "D".

This condition shall survive and not merge on the closing of this transaction.

9. **TILLAGE FARM ACREAGE FOR 2531 BRADLEY AVE:** Subject to the acceptance of this Agreement, the Purchaser agrees to grant the Vendor a farm lease on City owned lands located at 2531 Bradley Ave (the "Adjacent Farm Land Lease Agreement") for a term commencing May 1, 2019 and ending on December 31, 2023 at a rate of \$150.00 per acre (plus HST) per year in the form of the Adjacent Farm Land Lease Agreement attached as Schedule "E".

INITIALED FOR IDENTIFICATION  
 HC 9/2

After that time and subject to the closing of this transaction, the Vendor shall have first right (the "First Right of Refusal") to continue to farm 2497 Bradley Ave which shall be subject to the written permission of the Purchaser acting reasonably and under a new farm land lease agreement to be provided by the Purchaser. The Vendor shall provide written notice to the City on or before December 1<sup>st</sup> that the Vendor wishes to exercise its First Right of Refusal for the following growing season. The rate of \$150.00 per acre (plus HST) per year shall apply for any additional period granted beyond the initial term which ends on December 31,

~~2021~~ 2023 HE SE

Notwithstanding the above, the Purchaser has the right to terminate the Adjacent Farm Land Lease Agreement or any extensions granted (the "Termination of Lease") upon One Hundred and Fifty Days (150) written notice should the lands be sold to a third party or be required for municipal purposes which is further described in the Adjacent Farm Land Lease agreement attached as Schedule "E".

This condition shall survive and not merge on the closing of this transaction.

10. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. INITIALED FOR IDENTIFICATION  
JE HE
11. **ADJUSTMENTS:** The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 70.1 acres x \$60,500 per acre. If the actual size of the Property is different than as set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by \$60,500 per acre. INITIALED FOR IDENTIFICATION  
JE HE
12. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction. INITIALED FOR IDENTIFICATION  
JE HE
13. **CHATELS EXCLUDED FROM LAND SALE:** The Purchaser agrees that the Vendor's chattels (the "Chattels") listed in Schedule "F" are excluded from the closing of this transaction. The Chattels shall be removed by the Vendor, at the Vendor's expense, at the later date of (a) closing of this transaction or (b) at the end date of the residential tenancy as provided for in provision 7 above.

**SCHEDULE "C"**



**Residential Tenancy Agreement  
(Standard Form of Lease)**

**Note**

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later**. It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the *Ontario Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

**1. Parties to the Agreement**

**Residential Tenancy Agreement between:**

**Landlord(s)**

1. Landlord's Legal Name  
Corporation of the City of London

**Note:**

See Part B in General Information

**and Tenant(s)**

1. Last Name Esler	First Name <del>John Henry</del> Henry John
2. Last Name Esler	First Name Jo-Ann Marie
3. Last Name	First Name
4. Last Name	First Name

**2. Rental Unit**

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit) The Private Dwelling house	Street Number 2497	Street Name Bradley Avenue	Postal Code N6M 1C9
City/Town London	Province Ontario		

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)  
Parking as shown within marked area in red on Schedule C1

The rental unit is a unit in a condominium.

Yes  No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

**SCHEDULE "C" CONT'D**

**3. Contact Information**

**Address for Giving Notices or Documents to the Landlord**

Unit	Street Number 300	Street Name Dufferin Avenue	PO Box
City/Town London	Province Ontario		Postal Code/ZIP Code N6A 4L9

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.

Yes  No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

Yes  No

If yes, provide information:

E:mail : Realty@london.ca / Realty Services Main Number: 519-661-5442

**Note:**

See Part B and E in General Information

**4. Term of Tenancy Agreement**

This tenancy starts on: \_\_\_\_\_  
Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

a fixed length of time ending on: \_\_\_\_\_  
Date (yyyy/mm/dd)

a monthly tenancy

other (such as daily, weekly, please specify): \_\_\_\_\_

**Note:**

The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

**5. Rent**

a) Rent is to be paid on the \_\_\_\_\_ first (e.g., first, second, last) day of each (select one):

Month

Other (e.g., weekly) \_\_\_\_\_

b) The tenant will pay the following rent:

Base rent for the rental unit \$2.00

Parking (if applicable) \_\_\_\_\_

Other services and utilities (specify if applicable): \_\_\_\_\_

Tenant is responsible and agrees to pay to supplier all \_\_\_\_\_

utilities applicable to the Rented Premises as outlined in \_\_\_\_\_

attachment with additional terms. \_\_\_\_\_

**Total Rent (Lawful Rent) \$2.00**

**Add Service or Utility (+)**

## SCHEDULE "C" CONT'D

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:

N/A

d) Rent will be paid using the following methods:

By cheque or money order

**Note:**

The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of \$ 1.00 on \_\_\_\_\_ . This partial rent covers the rental of the unit from \_\_\_\_\_ to \_\_\_\_\_  
 Date (yyyy/mm/dd) Date (yyyy/mm/dd) Date (yyyy/mm/dd)

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of \$ 20.00 plus any NSF charges made by the landlord's bank.

**Note:**

The landlord's administration charge for an NSF cheque cannot be more than \$20.00

### 6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

- |                           |   |  |   |
|---------------------------|---|--|---|
| Gas                       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |
| Air conditioning          | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |
| Additional storage space  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |   |
| On-Site Laundry           | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use |
| Guest Parking             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <input type="checkbox"/> No Charge <input type="checkbox"/> Pay Per use |
| Other Use of outbuildings | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |   |
| Other                     | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |   |
| Other                     | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |   |

**Add Service (+)**

Provide details about services or list any additional services if needed (if necessary add additional pages):  
 Please refer to provision 6 in attachment with additional terms

## SCHEDULE "C" CONT'D

The following utilities are the responsibility of:

Electricity  Landlord  Tenant

Heat  Landlord  Tenant

Water  Landlord  Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

Please refer to provision 6 in attachment with additional terms

---

**Note:**

If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

---

### 7. Rent Discounts

Select one:

There is no rent discount,

or

The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

---

**Note:**

See Part G in General Information for what types of discounts are allowed.

---

### 8. Rent Deposit

Select one:

A rent deposit is not required,

or

The tenant will pay a rent deposit of \$ \_\_\_\_\_, This can only be applied to the rent for the last rental period of the tenancy.

**Note:**

This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

## SCHEDULE "C" CONT'D

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### 9. Key Deposit

---

Select one:

A key deposit is not required,

or

The tenant will pay a refundable key deposit of \$ 2,00 to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices. Please refer to provision 21 in attachment with additional terms.

---

**Note:**

The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

---

### 10. Smoking

---

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

None

or

Smoking rules

Provide description of smoking rules (if necessary add additional pages)

---

**Note:**

In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

---

### 11. Tenant's Insurance

---

Select one:

There are no tenant insurance requirements,

or

The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

---

### 12. Changes to the Rental Unit

---

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

## SCHEDULE "C" CONT'D

---

### 13. Maintenance and Repairs

---

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

**Note:**

See Part J in General Information.

---

### 14. Assignment and Subletting

---

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

**Note:**

There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

---

### 15. Additional Terms

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Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets).
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act 2006* (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

There are no additional terms,

or

This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

---

### 16. Changes to this Agreement

---

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

**Note:**

The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.



**SCHEDULE "C" CONT'D**

**17. Signatures**

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible for all tenant obligations under this agreement, including the full amount of rent.

**Landlord(s):**

Name	Signature	Date (yyyy/mm/dd)

**Tenant(s):**

Name	Signature	Date (yyyy/mm/dd)
HENRY JOHN ESLER	<i>Henry John Esler</i>	April 4 <sup>th</sup> 2019
JO-ANN MARIE ESLER	<i>Jo-Ann Marie Esler</i>	April 4 <sup>th</sup> 2019

**Note:**

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

## SCHEDULE "C" CONT'D



### Appendix: General Information

This Appendix sets out basic information for landlords and tenants. It is not intended as legal advice, and it is not an official interpretation of the *Residential Tenancies Act, 2006* (the Act). Please refer to the Act for the specific rules.

The Landlord and Tenant Board also provides information about landlords' and tenants' rights and responsibilities under the Act.

**Landlord and Tenant Board:**  
Toll free: 1-888-332-3234  
Toronto area: 416-645-8080  
TTY: Bell Relay Service at 1-800-268-8242  
Website: [www.sjto.ca/lrb](http://www.sjto.ca/lrb)

---

#### A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should **not** be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions),
- member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

---

#### B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

---

#### C. Renewing a Tenancy Agreement (Part V of the Act)

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.

The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay.

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

---

#### D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

##### When the tenant can end the tenancy

The tenant may end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

## SCHEDULE "C" CONT'D

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

### When the landlord can end the tenancy

The landlord cannot evict the tenant unless the landlord follows the proper rules. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. A few examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to \$25,000 (for an individual) or \$100,000 (for a corporation).

### If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign this form when signing the agreement. In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in a brochure on the Landlord and Tenant Board website.

---

## E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

---

## F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

## SCHEDULE "C" CONT'D

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### G. Rent Discounts (Part VII of Act)

---

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months,

These types of discounts must be agreed to in writing.

---

### H. Deposits (Part VII of the Act)

---

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

**Rent deposit (i.e. last month's rent):** The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

**Key deposit:** If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

---

### I. Rent Increases and Decreases (Part VII of the Act)

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Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

#### Guideline Rent Increases

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect. The rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website.

#### Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

## SCHEDULE "C" CONT'D

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

### Rent Reductions:

The landlord **must** reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or
- the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

---

### J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

---

### K. Vital Services (Part I and III of the Act)

"Vital services" include hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

---

### L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

---

### M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the Ontario *Human Rights Code* (the *Code*), they may be violating the tenant's rights under the Code. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act*, 2006. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

## SCHEDULE "C" CONT'D

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### N. Landlord's Entry into Rental Unit (Part III of the Act)

---

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- in case of emergency,
- if the tenant consents to entry,
- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant — the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

---

### O. Locks (Part III and IV of the Act)

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The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

---

### P. Assign or Sublet (Part VI of the Act)

---

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment:** In an assignment, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.
2. **Sublet:** A sublet occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

A tenant who sublets a rental unit cannot:

- charge a higher rent than the landlord does for the rental unit,
- collect any additional fees for subletting the rental unit, or
- charge the sub-tenant for additional goods or services.

---

### Q. Guests (Part III of the Act)

---

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

## SCHEDULE "C" CONT'D

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### R. Pets (Part III of the Act)

---

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
- the breed or species is inherently dangerous, or
- the rules of the condominium corporation do not allow pets.

---

### S. Smoking (Part V of the Act)

---

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord's property.

Even if the lease doesn't prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

---

### T. Smoke and Carbon Monoxide Alarms

---

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms. The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

---

### U. Resolving Disputes

---

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.

## SCHEDULE "C" CONT'D

### Additional Terms

#### 1. Rented Premises

The Landlord agrees to rent to the Tenant the private dwelling house known municipally as 2497 Bradley Avenue (the "Rented Premises"), together with the yards consisting of approximately 1.5 acre (shown on Scheduled C1), associated therewith (the "Premises") pursuant to the terms of this Tenancy Agreement and the rules and regulations attached as Schedule "C2".

#### 2. Use of Rented Premises

The Tenant agrees: to use the Rented Premises as a single-family private dwelling for residential accommodation only and for no other purpose; to use the Rented Premises in accordance with all applicable federal, provincial, municipal and other laws; to abide by the covenants, agreements, rules and regulations of this Tenancy Agreement; and not to allow the Rented Premises to be occupied by anyone other than the Tenant(s) and Permitted Occupants identified in this Tenancy Agreement.

#### 3. Occupants

1) It is understood that so long as the Tenant(s) identified in this Tenancy Agreement occupy the Rented Premises, no additional persons are permitted to occupy the Rented Premises without the written approval of the Landlord:

2) Any additional occupant shall not be permitted by the Landlord unless added as a Permitted Occupant pursuant to an amendment to this Tenancy Agreement in writing and signed by the Landlord and the Tenant. Should the Tenant(s) cease to occupy the Rented Premises for any reason, including death, it is acknowledged that the Permitted Occupants did not and will not occupy the Rented Premises as tenants and will be trespassers.

#### 4. Term

*He* The Tenant shall occupy the Rented Premises, for a term beginning on the first day of 01-31-2019 and ending on 01-30-2021 (the "Term"), subject to the terms of this Tenancy Agreement. However, the rent payable under this Tenancy Agreement shall be adjusted on a per diem basis accordingly. Failure to give possession on the date of the commencement of the Term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant or in any way be construed to extend the Term of this Tenancy Agreement. The Term comes to an end on the second anniversary date of the Completion Date as outlined in the Agreement and Purchase and Sale with no further extensions or renewals.



## SCHEDULE "C" CONT'D

### 5. Rent

The Tenant agrees to pay the Total Monthly Rent set out below (the "Rent") to the Landlord at the Landlord's office or such place as directed from time to time by the Landlord. The Rent is payable in advance on the twenty-first day of each month of the Term. Acceptance by the Landlord from time to time of other forms of payment is not a waiver of this requirement. Rent paid by someone other than the Tenant is deemed to be Rent paid on behalf of the Tenant. For the purposes of this Tenancy Agreement and any renewals or extensions thereof, Rent paid after the first day of the month on more than three (3) occasions shall constitute persistent late payment of rent within the meaning of the Act or any successor Act.

Basic Rent:	\$2.00
Total Monthly Rent (the "Rent"):	\$2.00

### 6. Utilities

(1) In addition to the Rent, the Tenant agrees to pay to the supplier directly, for each of the following services applicable to the Rented Premises:

Hydro  Heat  Water  Hot water heater

(2) In the event that any supplier amends its policy during the term of this Tenancy Agreement, or any renewals thereof, such that the payment to the supplier is required to be made by the Landlord, then the Tenant's reimbursement to the Landlord shall not constitute a rent increase.

Other utilities which may include but not be limited to telephone and internet are the responsibility of the Tenant.

### 7. Postdated Cheques or Pre-authorized Payment

For the convenience of the Tenant, the Tenant has offered, and the Landlord has agreed to accept, a series of postdated cheques, or alternatively a pre-authorized payment plan which, if honoured by the Tenant's financial institution, shall satisfy the Tenant's obligations to pay Rent. In the case of pre-authorized payment, the Tenant constitutes the Landlord as the Tenant's lawful attorney for the purpose of advising such financial institution of any changes in the amount of money payable pursuant the pre-authorized payment plan without any further authorization from the Tenant.

### 8. Prepaid Rent

The Tenant agrees to deposit with the Landlord an amount equal to the Rent as prepaid rent to be applied towards the Rent for the last month of the tenancy created by this Tenancy Agreement. On or before the effective date of any rent increase, the Tenant shall increase the deposit so that the deposit at all times is equal to the Rent as increased from time to time. The Landlord agrees to pay interest annually on such deposit at the rate required by the Act or any successor Act. At the option of the Landlord, interest may be applied first to any outstanding rent or charges and the balance, if any, paid directly to the Tenant or applied first to increase the deposit, with the balance of the annual interest, if any, credited or paid to the Tenant.

### 9. NSF Cheque Charge

The Tenant shall pay to the Landlord, in addition to the Rent, a service and administration charge in the amount of twenty dollars (\$20.00) for each and every cheque which the Tenant's bank or financial institution refuses to honour, together with the Landlord's actual amount from time to time charged to it by its financial institution, and such charges may be collected as Rent.

### 10. Tenant's Covenants

The Tenant covenants:

(a) not to use or permit the Rented Premises to be used for any income generating activities;

## SCHEDULE "C" CONT'D

(b) not to exercise or carry on, or permit to be exercised or carried on in or on the Premises, the Rented Premises or any part thereof, any trade, business, occupation, calling or illegal act;

(c) not to do anything or omit to do anything in the Rented Premises or its environs which impairs the safety or other *bona fide* and lawful right, privilege or interest of any other Tenant, nor permit any person allowed in the Rented Premises by the Tenant to do anything or omit to do anything; and

(d) not to permit such number of persons to occupy the Rented Premises on a continuing basis where such number is in contravention of any health or safety standards, including any housing standard required by law, or where such number exceeds twice the number of bedrooms in the Rented Premises.

### 11. Assignment and Sublet

(1) An assignment occurs where the Tenant assigns the balance of the term of this Tenancy Agreement to a potential assignee. A sublease of the Rented Premises occurs where the Tenant sublets a portion of the balance of the Term of the Tenancy Agreement, or any renewals thereof, to a subtenant for a subtenancy term that ends before the expiry of the Term of this Tenancy Agreement, or any renewals thereof. If the Tenancy Agreement has been extended as a monthly tenancy, then the term of any subtenancy shall not extend beyond the day that is one day prior to the last day of the month in which the sublet takes effect.

(2) The Tenant agrees not to assign or sublet the Rented Premises without first requesting in writing the Landlord's permission to assign or sublet the Rented Premises to the proposed assignor or subtenant and receiving the Landlord's permission, in writing, to do so, which request shall not be arbitrarily or unreasonably refused. It is agreed and understood by the Tenant that a request to assign or sublet the Rented Premises to a proposed assignee or subtenant is not made until the Tenant and the proposed assignee or subtenant have provided to the Landlord, in writing, delivered in person or by mail to the Landlord at the address shown on page one of this Tenancy Agreement, all of the information requested by the Landlord, an executed written Assignment or Sublease Agreement on the Landlord's standard form that is conditional on the acceptance of the Landlord and which, in the case of a sublease, specifies a termination date that is prior to the end of the Term of this Tenancy Agreement, or any renewals hereof, or that is prior to the last day of the month in which the sublet is proposed to take effect in the case of the sublet of a monthly tenancy, and the Tenant has paid the Landlord's non-refundable administration and processing fee for expenses incurred in processing the Tenant's request. Payment of the assignment or sublet fee does not constitute acceptance of the proposed assignee or subtenant. A subtenancy, if accepted, shall not be amended without the Landlord's written consent, which consent the Landlord may arbitrarily withhold. The Landlord shall communicate acceptance of the proposed assignment or sublet in writing to the Tenant. In the absence of such written acceptance, it is understood and agreed by the Landlord and the Tenant that the proposed assignee or subtenant has been refused as unsuitable or as having failed to provide sufficient information to allow the application for assignment or sublet to be processed.

(3) Consent by the Landlord to an assignment or a sublet of the Rented Premises is not a waiver of the Landlord's rights or remedies against the Tenant for any arrears of Rent or damages incurred by the Landlord, whether caused by the wilful or negligent conduct of the Tenant or any Permitted Occupant, assignee, subtenant or any person allowed by any of them on or in the Rented Premises. The Tenant shall be responsible for assigning or subletting the Rented Premises, and the Landlord's consent to permit the Tenant to assign or sublet the Rented Premises does not relieve the Tenant of this responsibility. The rent paid by the subtenant to the Tenant shall not exceed the Rent payable by the Tenant to the Landlord. The Tenant acknowledges that all subtenants must be approved as suitable.

(4) In the event of an assignment or sublet of the Rented Premises, the Tenant shall continue to be bound by all the provisions of this Tenancy Agreement, including the obligation to pay Rent, throughout the term of this Tenancy Agreement and any subsequent renewals thereof, until this tenancy is terminated. Upon termination of this tenancy, the assignee or subtenant must vacate the Rented Premises. The Tenant acknowledges that, if consent to assign or sublet the Rented Premises to a proposed assignee or subtenant is given, then any application or other notice

## SCHEDULE "C" CONT'D

required to be given by the Landlord to the Tenant under the Act or any successor Act, is properly given by delivery to the Tenant at the address of the Rented Premises and, without limitation, in the case of an assignment, the Tenant does not require the Landlord to give the Tenant a copy of any application or notice under such legislation. In the case of a subtenancy approved by the Landlord, Rent paid to the Landlord during the term of such subtenancy is deemed to be Rent paid on behalf of the Tenant.

### 12. Care of Rented Premises and Premises

(1) The Tenant agrees to keep the Rented Premises in a good state of repair and fit for habitation. The Tenant agrees to keep the Rented Premises clean. The Tenant further agrees to dispose of garbage and recyclables appropriately using the waste disposal and recycling containers provided. The Tenant shall pay for any damage to the Rented Premises, the appliances and facilities, where such damage is caused by the wilful or negligent conduct of the Tenant, any of the Permitted Occupants, or any person permitted into the Rented Premises by the Tenant or a Permitted Occupant. The Tenant shall not make or permit to be made any alteration to or decoration of the Rented Premises without the prior written consent of the Landlord. The Tenant shall not insert, install or affix any hooks, nails, screws or other similar items into or on any surface of the Rented Premises. The Tenant agrees to restore the Rented Premises to the same condition as it was in at the beginning of this tenancy, at the Tenant's own expense, on the termination of this tenancy, whether such termination is initiated by the Landlord or the Tenant.

(2) The Tenant agrees to maintain the landscaping, and the residential structure and shall not be reimbursed for any repairs or other maintenance incurred by the tenant during the Term. The Landlord shall not be responsible to provide any other accommodation or reimbursement for any expenses incurred by the Tenant, should the residence become uninhabitable during the lease or any extension herein.

(3) The Tenant acknowledges that the Rented Premises will require maintenance and modernizing, from time to time, and that carrying out such work may cause some noise, disruption and inconvenience to the Tenant's use and occupancy of the Rented Premises. The Landlord and Tenant acknowledge and agree that the Rent agreed on in this Tenancy Agreement and subsequent renewals takes into account and reflects a reduction in the Rent that would otherwise have been agreed to in recognition of the age and condition of the Rented Premises and the potential disruption or inconvenience to the Tenant in effecting ongoing maintenance, repairs and capital improvement projects, whether of the Landlord's own initiative or as a result of federal, provincial or municipal requirements. The Tenant acknowledges and agrees that if such repairs interfere with the Tenant's quiet enjoyment of the Rented Premises, the Tenant shall not be entitled to any adjustment to the Rent.

(4) The Tenant shall give the Landlord prompt written notice of any accident or defects involving water pipes and fixtures, gas pipes and fixtures, heating apparatus, tub surrounds, wiring, electric lights or any other installation or part of the Rented Premises. The Tenant shall be liable for any damages caused by or related to the Tenant's failure to give such notice. The Tenant shall permit the Landlord, its superintendents, agents, contractors and employees to enter the Rented Premises from time to time and at all reasonable times for the purpose of inspecting any repairs performed by the Tenant. The Tenant further covenants to maintain, keep and leave the Premises in an ordinary state of cleanliness and to repair any damage caused to the Premises by his or her willful or negligent conduct or that of any person who is permitted on the Premises by the Tenant.

(5) The Tenant shall advise the Landlord of any repairs or maintenance required to be done by the Tenant by giving notice in writing. The provision of such notice constitutes and is deemed to be consent by the Tenant to allow the Landlord to enter at the time of entry without further written notice. It is agreed and understood by the Tenant that any request that is not made in writing shall not be the subject of any legal or quasi-legal proceeding involving the Landlord and the Tenant.

## SCHEDULE "C" CONT'D

### 13. Right of Entry

(1) The Tenant acknowledges that the Landlord has the right to enter the Rented Premises at any time without written notice in the event of an emergency. The Tenant further acknowledges that the Landlord has the right to enter the Rented Premises to show the Rented Premises to prospective Tenants after notice of termination of this Tenancy Agreement has been given, or on entering into an agreement to terminate the tenancy.

(2) The Tenant acknowledges and agrees that the Landlord has the right to enter the Rented Premises on giving at least twenty-four (24) hours' written notice of entry for the purposes specified in the Act or any successor Act. Such written notice shall specify the day of entry and, to the extent possible, the approximate time of entry. The Tenant acknowledges and agrees that it is good and sufficient notice for the Landlord to specify a range of hours, such as between 8:00 a.m. and 8:00 p.m., in specifying the proposed time of entry.

(3) The Tenant agrees that the Landlord shall be entitled to enter the Rented Premises to conduct inspections, view the state of repair, take photographs and make such renovations, repairs, alterations, and changes of any kind whatsoever in and about the Rented Premises which, in the Landlord's sole discretion, are necessary or desirable (the "Changes"). The Tenant consents to such entry and to the Landlord making the Changes. Entry shall be conducted in accordance with the requirements of the Act or any successor Act. The Tenant shall permit the Landlord, its officers, agents, contractor, and employees to enter the Rented Premises from time to time between the hours of 8:00 a.m. and 8:00 p.m. to make the Changes. The Tenant acknowledges that such entry and the making of the Changes shall not constitute a breach of any express or implied covenant of quiet enjoyment or possession, or both.

### 14. Condition of Rented Premises

The Tenant agrees to maintain the Rented Premises in the same condition as existed at the beginning of the Term of this Tenancy Agreement, reasonable wear and tear excepted.

### 15. Rules and Regulations

The Tenant agrees to observe and cause the Permitted Occupants to observe and comply with any notice posted by the Landlord and with each of the rules and regulations attached as Schedule "A" and, on written notice by the Landlord, any amendments or additions thereto. If the Rented Premises is or becomes a unit within a registered condominium corporation subject to the *Condominium Act, 1998*, S.O. 1998, c. 19 or any successor Act, the Tenant agrees to be bound by the declaration, by-laws and rules of the Condominium Corporation and the said Act.

### 16. Automobiles

The Tenant is permitted to keep unlicensed or inoperable vehicles, farm tractor and equipment, any commercial vehicle, any recreational vehicle, trailer, boat or other object on the Premises.

## SCHEDULE "C" CONT'D

### 17. Fire Insurance

The Tenant, Permitted Occupants and guests shall not do or permit anything to be done in or about the Rented Premises or Premises, or bring or keep anything therein which will in any way create a risk of fire or increase the rate of fire insurance on the Premises.

### 18. Responsibility: Pets

(1) The Tenant acknowledges and accepts full liability for any and all loss or damage that may be caused by bringing or allowing a pet to be brought into the Premises, and the Tenant shall indemnify and save the Landlord harmless from any claim arising against the Landlord as a result of the Tenant bringing a pet into the Premises or by the keeping of a pet by the Tenant.

(2) The Tenant accepts liability for any and all claims and actions for personal injury or damage, property or otherwise, arising from the keeping of a pet in or about the Premises by the Tenant, a Permitted Occupant, or by an invitee or guest of any of them.

### 19. Noise

The Tenant shall not cause or permit noise or interference of any kind which, in the opinion of the Landlord or its agents, may disturb anyone, including the neighbours. Upon request to discontinue any offensive activity that is brought to the Tenant's attention by the Landlord, its agents, or any other person, the Tenant shall immediately cease and desist from the conduct or activity giving rise to the noise or interference. The Tenant agrees to meet with the Landlord and to participate in a mediation meeting, if requested to do so by the Landlord, in an effort to resolve any complaint.

### 20. Moving

The Tenant shall be liable to the Landlord for any damage caused to the Rented Premises or the Premises arising from the moving of household furniture and effects.

### 21. Locks

(1) Each Tenant of adult age named in this Tenancy Agreement is entitled to an entrance key to the Rented Premises. Additional keys may be purchased by the Tenant for Permitted Occupants of adult age, or to replace keys that have been lost. In the event that the Tenant or any Permitted Occupant locks himself or herself out of the Rented Premises, the Landlord is not required to provide access to the Rented Premises, and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, damages howsoever caused, and the Landlord's service charge if the Landlord agrees to unlock the Rented Premises.

(2) The Tenant consents to any change of locks, provided the Landlord gives one replacement key to each Tenant and each Permitted Occupant authorized to have a key. Neither the Tenant nor anyone permitted access to the Rented Premises by the Tenant or any Permitted Occupant shall change, alter or add any locking device to any door in the Rented Premises without the prior written consent of the Landlord. If the Landlord consents, the Tenant shall forthwith provide a key to the Landlord. The Tenant acknowledges and agrees that any breach of this provision of this Tenancy Agreement constitutes a serious impairment to the safety of the Landlord's other tenants and may be relied on by the Landlord as grounds for terminating this tenancy.

## SCHEDULE "C" CONT'D

### **22. Removal of Landlord's Property**

The Tenant agrees that drapes, blinds, carpeting, broom, appliances or other similar types of fixtures, if provided by the Landlord, shall not be removed or disconnected from the windows, walls, the floors or electric circuits of the Rented Premises without the Landlord's prior written consent.

### **23. Damage**

The Tenant agrees not to cause or permit damage to the Rented Premises or the Premises either by the Tenant's willful or negligent act or omission, or by those of any person whom the Tenant permits on the Rented Premises or the Premises.

### **24. Electrical, Mechanical**

In the event of a breakdown of the electrical or mechanical systems, the Landlord will not be liable for damages for personal discomfort or any other damages.

### **25. Property Taxes**

The Landlord will pay all real property taxes for the Rented Premises as assessed against the Landlord, provided that if the Tenant directs that the assessment for school purposes be paid to a school system other than that which the Landlord has designated, the Tenant will pay any increase in costs resulting therefrom on demand.

### **26. Termination Notice**

(1) If either the Tenant or the Landlord wishes to terminate the tenancy at the end of the Term of this Tenancy Agreement or any renewal thereof, then either party shall give written notice in accordance with the Act or any successor Act, using the approved form under the Act or any successor Act, not less than sixty (60) days prior to the expiration of the Term of this Tenancy Agreement, or any renewals thereof, to be effective on the last day of a month of the tenancy. The Tenant shall give any notice of termination to the Landlord by delivering such notice to the Landlord, or mailing such notice to the Landlord only at the office of the Landlord indicated in this Tenancy Agreement (or any amendments thereto).

(2) Following delivery by the Tenant of a notice of termination, the Tenant shall arrange an appointment with the Landlord for the completion of an outgoing inspection report, which appointment shall be attended by the Tenant. If the Tenant fails to arrange or attend on such appointment, then the Tenant is deemed to accept the Landlord's copy of such report as accurately reflecting the condition of the Rented Premises at the time of completing the report.

(3) The Tenant acknowledges and agrees that once notice of termination has been given by either party to the other, the Landlord may enter the Rented Premises to show the Rented Premises to prospective tenants in accordance with the Act or any successor Act. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord's efforts to enter the Rented Premises for this purpose.

### **27. Failure to Give Notice**

If, prior to the expiry of the Term of this Tenancy Agreement, or any renewal or extension hereof, a new agreement has not been executed, or proper notice of termination has not been given by either party, then the Tenant shall continue as a monthly tenant under the same terms and conditions as in this Tenancy Agreement, subject to any proper notice of rent increase given by the Landlord, and provided that nothing herein shall prevent the parties from agreeing in writing to any other terms for such monthly tenancy. The parties acknowledge that the Rent or any component thereof may be increased on proper notice of increase being given by the Landlord.

## SCHEDULE "C" CONT'D

### 28. Failure to Give Possession

Vacant possession means removing all persons and personal possessions from the Rented Premises and the Premises and returning all keys and access devices to the Landlord. In the event that the Tenant is required to deliver up vacant possession of the Rented Premises on or before a certain date (the "Termination Date") and the Landlord enters into a tenancy agreement with a third party to rent the Rented Premises for a term that begins after the Termination Date, and the Tenant fails to vacate the Rented Premises on or before the Termination Date, thereby causing the Landlord to be liable to such third party, then the Tenant shall, in addition to all other liability to the Landlord for such overholding, indemnify the Landlord for all damages

suffered thereby, including but not limited to all legal costs on a solicitor and client scale and for all damages incurred by the incoming tenant as a result of such overholding including, without limitation, hotel and food bills incurred by such incoming tenant.

### 29. Breach of Covenant

Should the Landlord be in breach of any covenant herein provided, the Tenant shall be required to give written notice of such breach within thirty (30) days of such breach coming to his or her attention and providing to the Landlord a reasonable period to remedy such breach. Provided further if such breach be remedied, there shall be no further liability for the breach, and provided further that if no such notice is given, the Tenant shall not have any remedy for the said alleged breach.

### 30. Tenant's Insurance

The Tenant shall carry appropriate and adequate insurance coverage for fire and property damage and for public liability, during the Term of this Tenancy Agreement and any renewals or extensions thereof, at the Tenant's own expense. Upon request by the Landlord, the Tenant shall provide proof to the Landlord that such insurance is in full force and effect. The Tenant expressly agrees to indemnify and save the Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property, or any of them, arising from any occurrence in or about the Rented Premises occasioned in whole or in part by any act or omission of the Tenant or anyone permitted to be in or about the Rented Premises or the Premises by the Tenant.

### 31. Abandoned Rented Premises

(1) Without limiting the meaning of abandonment, the Landlord and Tenant agree that the Rented Premises may be deemed to be abandoned where the Rented Premises is substantially barren of the Tenant's personal property and the Rent is unpaid after the date that it is due, notwithstanding that there may be a deposit on account of last month's rent.

(2) The Landlord and the Tenant agree that if the Rented Premises is abandoned, the Landlord may re-enter the Rented Premises and, in addition to any additional rights the Landlord may have, the Landlord may re-rent the Rented Premises. In that event, such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.

(3) In the event of abandonment of the Rented Premises, the Tenant acknowledges that the Landlord will incur costs to store and dispose of the personal property of the Tenant and to re-rent the Rented Premises. The Tenant shall be liable to the Landlord for the Landlord's costs of storage, advertising, administration, commission, cleaning, legal fees on a solicitor and client scale, damages to the Rented Premises and arrears of Rent. Any proceeds of disposition of the personal property of the Tenant shall be applied in the order of the aforementioned list. The Landlord reserves the right to claim for any deficiency outstanding. It is agreed that recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this Tenancy Agreement by the Tenant.

## SCHEDULE "C" CONT'D

### 32. Liability

The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:

(a) any personal injury or death that may be suffered or sustained by the Tenant or any employee of the Tenant or any member of the Tenant's family, any agents or guests, or any other person who may be on the Rented Premises or the Premises including, without limitation, the garage, if any, or any surface parking area;

(b) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to any member of the Tenant's family or to any other person while such property is on the Rented Premises or on the Premises including, without limitation, the garage, if any, or any surface parking area;

(c) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the Premises including, without limitation, the garage, if any, or any surface parking area or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;

(d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;

(e) any damage to or loss of any property left in or on the Rented Premises or the Premises including, without limitation, the garage, if any, or any surface parking area subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or

(f) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", including but not limited to the following: severe storm; lightning; flood; infestation of vermin; and insects.

### 33. Resolving Disputes

The Tenant agrees to abide by all of the covenants and provisions of this Tenancy Agreement. The parties acknowledge that the rights and obligations set out in this Tenancy Agreement may be enforced by application to a court or tribunal of competent jurisdiction. The parties further acknowledge and agree that, in the event of a dispute arising between them, they will consider resolving the dispute through a voluntary mediation process where appropriate and expeditious.

### 34. Insolvency

Where the Tenant has become insolvent and has filed a consumer proposal within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, or has become bankrupt, then the provisions of this clause of the Tenancy Agreement apply. The Tenant shall inform the Landlord of the Tenant's insolvency and/or bankruptcy forthwith. The Landlord shall rank as a preferred creditor in respect of any arrears of Rent pertaining to the three (3) months preceding the date of insolvency or bankruptcy, whichever applies. Upon the Tenant becoming bankrupt, the Term of this Tenancy Agreement is converted to a month-to-month tenancy, notwithstanding that there may have been an unexpired portion of the original Term. All other covenants and provisions of this Tenancy Agreement continue to apply. On the day following the date on which the Tenant files a consumer proposal or becomes bankrupt, whichever applies, the Tenant's obligation to pay Rent shall immediately commence for the balance of the month in which the Tenant files a consumer proposal or becomes bankrupt, as applicable, and thereafter Rent shall be payable in advance on the first day of each month. The Landlord shall rank as a preferred creditor in respect of accumulated arrears for use and occupation of the Rented Premises until sixty (60) days following the date that the Tenant gives vacant possession to the Landlord, or until the Premises are re-rented, whichever is earlier. Any arrears following the date of bankruptcy are to be calculated on the basis of a per diem of the Rent payable under this Tenancy Agreement.



## SCHEDULE "C" CONT'D

### 35. Tenant's Warranty

The Tenant warrants the truth of all facts and statements provided by or on behalf of the Tenant in the Tenancy Application [or Offer to Lease] including, but not limited to, the Tenancy Application [or Offer to Lease] form and letters of reference provided to the Landlord. The Tenant acknowledges and agrees that any misstatement or omission in the Tenancy Application constitutes a material misrepresentation and this Tenancy Agreement may be rendered void at the option of the Landlord. The Tenant acknowledges that at the time of applying for tenancy of the Rented Premises the Tenant represented to the Landlord that the Tenant did not have any dog, cat, bird, reptile or other animal or pet of any kind and had no intention of acquiring any pets. The Tenant acknowledges and admits that in the event that a pet is kept in the Rented Premises after the beginning of the term of this Tenancy Agreement, then the information provided to the Landlord by the Tenant in the Tenancy Application was false and misleading.

### 36. Entire Agreement, no Waiver or Amendment

(1) The Tenant acknowledges that prior to signing this Tenancy Agreement the Tenant has read and understands this Tenancy Agreement, and consents to all of the covenants, terms, conditions and provisions of this Tenancy Agreement. This Tenancy Agreement and the Tenancy Application constitute the entire agreement between the Landlord and the Tenant with respect to the Rented Premises and supersede and take the place of any and all previous agreements and representations of any kind, written or verbal, that may have previously been made relating to the Rented Premises or the Premises, by the Landlord or any of its employees or agents.

(2) This Tenancy Agreement shall not be amended, modified or waived in whole or in part except by further written agreement attached to or endorsed on this Tenancy Agreement by the Landlord or the Landlord's authorized agent and the Tenant. It is specifically understood by the parties that the Landlord's janitors, superintendents and maintenance personnel are NOT authorized agents within the meaning of this clause.

Initials of Tenant(s) HE JE

### 37. Severability

Any term, condition, covenant or provision of this Tenancy Agreement that is determined to be invalid or unenforceable shall be severed from this Tenancy Agreement and the remainder of this Tenancy Agreement, and any renewals hereof and the rules and regulations, as amended from time to time, shall remain in full force and effect.

### 38. Number, Gender, Effect of Headings

Words used in this Tenancy Agreement in the singular number include the plural and *vice versa*, words importing the neuter, masculine or feminine gender include the other genders and words importing persons include firms and corporations and *vice versa*. The titles of all the clauses hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Tenancy Agreement.

### 39. Joint and Several Obligations

Everything contained in this Tenancy Agreement and the rules and regulations attached as Schedule "A" shall extend to and be binding on the respective heirs, executors, administrators, successors and permitted assigns of each of the parties to this Tenancy Agreement. All covenants, terms, conditions and provisions of this Tenancy Agreement shall be joint and several.

SCHEDULE "C" CONT'D

SCHEDULE "C1"



## **SCHEDULE "C" CONT'D**

### **Schedule "C2"**

#### **Rules and Regulations**

##### **1. Water Fixtures**

The toilets, sinks, tubs and other fixtures shall not be used for any purpose other than those for which they are constructed. No sweepings, garbage, rubbish, litter, rags, ashes, other substances or objects shall be thrown therein. The Tenant shall be liable for any damage and repair expenses resulting from misuse or from unusual or unreasonable use by the Tenant, any Permitted Occupant, or their guest or invitee of any water fixtures including, but not limited to, any toilet, tub or sink. The water shall not be left running unless in actual use in the Rented Premises.

##### **2. Windows**

The Tenant must observe strict care not to allow windows to remain open so as to admit rain, snow or cold. The Tenant is responsible to ensure that radiators in the Rented Premises are not frozen due either to windows being left open or to the radiator being turned off during freezing temperatures. The Tenant will be responsible to the Landlord for the cost of repairing or replacing any frozen radiator and pipes connected therewith and for any other damage to the Rented Premises arising from the failure of the Tenant, any permitted Occupant, or their guest or invitee to comply with this section.

##### **3. Locks**

The Tenant shall be responsible for keeping locks and trimming whole in or on the doors and windows of the Rented Premises; wherever any part thereof shall become lost or broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Landlord at the expense of the Tenant. No additional locking devices shall be placed on any door without the prior written consent of the Landlord, which consent may be arbitrarily withheld. If consent is given, it may be made conditional on the receipt of a copy of the key.

##### **4. Garbage**

The Tenant shall dispose of all garbage in accordance with these rules. The Tenant must observe strict habits of cleanliness at all times. The Tenant shall cooperate fully with all municipal and provincial health and recycling requirements. All garbage shall be tightly wrapped in plastic or disposable garbage bags, and tied. Garbage shall be sorted, if required by the Landlord. Garbage shall not be stored or placed by the Tenant outside the Rented Premises except inside a container designated for that purpose by the Landlord from time to time. The Tenant shall not place, leave or permit to be placed or left in or on the Premises, any debris or garbage.

##### **5. Moving of Furniture**

No goods, chattels, fixtures or other items that might overload the floors of the Rented Premises shall be brought into the Rented Premises, nor shall such items be moved on, in or over the premises so as to damage same. The Tenant will be held responsible for any damage caused by movements of items in, out or about the Rented Premises.

##### **6. Electrical and Other Installations**

(1) No telegraphic, computer, cable, telephone or other connections shall be made without the prior written consent of the Landlord except to facilities provided by the Landlord within the Rented Premises. No electric wiring shall be installed and no electric fixtures or satellite dish may be installed by the Tenant without the prior written consent of the Landlord unless provision therefor has been made by the Landlord.

(2) Awnings, shades, flower boxes, antennae, aerials, carpets or other items or projections shall not be installed or placed outside of the Rented Premises without the prior written consent of the Landlord. No partitions, fences or enclosures of any kind may be erected without the prior written consent of the Landlord.

## **SCHEDULE "C" CONT'D**

### **7. Cooking**

No cooking shall be done in or about the Rented Premises except in the kitchen areas provided.

### **8. Daycare**

The providing of daycare for children or babysitting on a regular basis is deemed by the Landlord to be a business and is prohibited under the terms of this Tenancy Agreement.

### **9. Smoke Detectors**

The Tenant shall not tamper with, adjust or in any way alter the smoke detector(s) supplied by the Landlord in the Rented Premises including, but not limited to, removal of batteries by the Tenant or disconnecting of electrical wires by the Tenant. The Tenant shall notify the Landlord in writing immediately of any malfunction of any smoke detector and the Landlord shall service same, subject to the following:

(a) the Landlord shall provide batteries for each smoke detector at the time the Tenant first occupies the Rented Premises pursuant to this Tenancy Agreement, and thereafter the Tenant shall replace the batteries as needed; and

(b) the Landlord shall not be responsible for servicing the smoke detector if a malfunction is due to the Tenant tampering with, altering or adjusting the Tenant's smoke detector, and if a malfunction is so caused then the Tenant shall reimburse the Landlord for any expenses incurred by the Landlord to replace or service the smoke detector or related equipment.

### **10. Bulbs, Fuses**

The supply and replacement of electric light bulbs and fuses within the Rented Premises is the responsibility of the Tenant. The Tenant shall use proper light bulbs and fuses and, without limiting the foregoing, shall not increase the amperage of any fuse in the fuse box over the maximum amperage noted in the box.

### **11. Keys**

The Tenant shall deliver to the Landlord all keys for the Rented Premises on termination of the tenancy.

### **12. Pests and Vermin**

The Tenant shall keep the Rented Premises free from pests and vermin and, in so doing, shall notify the Landlord in writing of any requirement to treat the Rented Premises for any infestation of pests or vermin. Such request in writing shall constitute permission for the Landlord, its authorized agent and contractor to enter the Rented Premises for the purpose of treating the Premises for pest control purposes, and the Tenant shall make all necessary preparations to the Rented Premises to allow the treatment to proceed on the date and time available to the Landlord for this purpose.

### **13. Noxious, etc., Substances**

The Tenant shall not bring or permit any contaminants or noxious, dangerous, flammable or toxic substances to be brought into or on the Rented Premises or the Premises. The Tenant shall be liable to indemnify and save harmless the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this Rule.

### **14. Appliances**

The Tenant agrees to maintain all appliances and electrical fixtures within the Rented Premises in good condition and repair, and to return the same to the Landlord in good condition and repair at the end of the Term or any extensions or renewals thereof. Ice shall not be scraped from any surface of the refrigerator, and electric defrosters shall not be used in any refrigerator. The Tenant shall pay for any damage to any such appliance or electrical fixture.

**SCHEDULE "D"**

**FARM LAND LEASE**

Between: **JOHN HENRY ESLER AND JO-ANN MARIE ESLER**

(the "Tenant")

and

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

In consideration of the rent, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the City leases to the Tenant and the Tenant leases from the City approximately 67 acres of land as shown in the attached Schedule "D1" ( the "Lands") subject to the terms and conditions set out in this Lease Agreement:

**THE TENANT COVENANTS AND AGREES AS FOLLOWS:**

1. The term of this Lease Agreement shall be from <sup>January 1st 2020</sup> ~~May 1, 2019~~ until December 31, 2023.
2. Rent in the sum of Ten Thousand Fifty Dollars CDN (\$10,050) per year payable to the City Treasurer which shall be \$150.00 per workable acre.
3. To use the Lands for agricultural purposes only and not to carry out or permit to be carried out upon the Lands any business that may be deemed a nuisance to or disturbance of the occupiers or owners of the adjoining lands and to carry on the operation of the business using proper farming methods including adequate application of fertilizers, in order to keep the soil in good productive condition.
4. Not to assign this Lease Agreement without written consent, which consent may not be unreasonably withheld.
5. To comply with all applicable laws, by-laws, and regulations of every federal, provincial or municipal department or organization.
6. To remove, before they go to seed, all weeds upon the Lands during the term of this Lease Agreement.
7. To keep the Lands neat and tidy, and to remove all ashes and rubbish.
8. To construct no buildings or structures on the Lands.
9. To indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Tenant, or other persons for whom the Tenant is responsible.
10.
  - i) obtain and maintain Farmers Comprehensive Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000.) and shall include the City as an additional insured with respect to the Tenant's operations and obligations under this Lease Agreement.
  - ii) carry environmental impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall remain in force for twelve (12) months following completion of work.
  - iii) The above-mentioned insurance shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The Tenant will provide that evidence of such insurance shall be delivered to the City at inception of this Lease Agreement and thereafter promptly on the insurance renewal date. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Lease Agreement as the City may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Lease Agreement.
11. To take good care of the Lands, to ensure that the farming of the Lands and maintaining of improvements thereon is performed in a careful and prudent manner, and to ensure that the condition in which the Tenant found it, notwithstanding ordinary wear and tear or unavoidable casualties which are not the fault of the Tenant.

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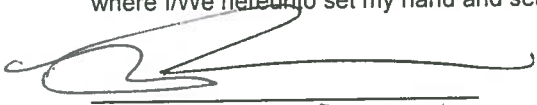
**SCHEDULE "D" CONT'D**

12. To allow the City the right to enter upon the Lands to carry out any geotechnical, soil, environmental or archeological testing or survey of the property and, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the land. The city will be responsible for any damage to the crops that shall occur by the city, their contractors or consultants use of the land. If any damage to the crop occurs the determination of any crop loss due to the actions of the City shall be compensated by the City. The amount of compensation shall be determined by an independent party such as the "crop insurance adjuster" using the average yield per acre as per the contract price. So long as it does not interfere with the rights of the Tenant as provided in this Lease Agreement.
13. The City may terminate this Lease Agreement upon One Hundred Fifty days (150) written notice should the Lands be sold to a third party or required for municipal purposes. In the event the City terminates this Lease prior to the end of the Term (or any renewal), the City shall pay the Tenant the value of any crops then growing on the Lands. The amount of any crop loss compensation shall be determined by an independent party such as a Crop Insurance Adjustor using average yield per acre at the contract price for that crop.
14. Should any crop be lost through cancellation of this Lease Agreement pursuant to Clause 13, if all of the Lands are required by the City then all rent paid will be refunded. Should only part of the Lands be required by the City, then as compensation for any crop lost on the affected part, rent paid will be refunded on a prorated basis, with the percentage of rent paid to be refunded based on and equal to the percentage of land required by the City. Any rent owing for the period subsequent to the termination until the end of the Lease Agreement will be paid for the remaining parcel on a prorated basis
15. In the event that the Tenant fails to comply with any term of this Lease Agreement, the City may terminate the privilege and contract herein granted at any time by giving notice in writing to the Tenant specifying the nature of the default and upon expiration of thirty (30) days following delivery of such notice, the default has not been cured, this Lease Agreement shall at the option of the City cease and be at an end. Any waiver by the City of any breach by the Tenant of any provisions of this Lease Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
16. All notices which may be necessary or proper for either party to serve upon the other, shall be effectively served if sent postage prepaid to the following addresses:

City's Address:  
 Manager of Realty Services  
 300 Dufferin Avenue  
 London, Ontario  
 N6M 1E1

Tenant's Address:  
 Henry John Esler  
 John Henry Esler and Jo-Ann Marie Esler,  
 2497 Bradley Avenue,  
 London, Ontario  
 N6M 1E1

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.



Witness Max Prince - Lawyer  
 BBO



John Henry Esler  
 Henry John

  
 Date



Witness Max Prince - Lawyer  
 BBO



Jo-Ann Marie Esler

  
 Date

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

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. A-1-11012 of the Council of the Corporation of the City of London consolidated the 1<sup>st</sup> day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

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Ed Holder, Mayor

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Catharine Saunders, City Clerk

SCHEDULE "D" CONT'D

SCHEDULE "D1"





**SCHEDULE "E"**

**ADJACENT FARM LAND LEASE**

Between: **JOHN HENRY ESLER AND JO-ANN MARIE ESLER**

(the "Tenant")

and

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

In consideration of the rent, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the City leases to the Tenant and the Tenant leases from the City approximately 43 acres of land as shown in the attached Schedule "E1" ( the "Lands") subject to the terms and conditions set out in this Lease Agreement:

**THE TENANT COVENANTS AND AGREES AS FOLLOWS:**

1. The term of this Lease Agreement shall be from May 1, 2019 until December 31, 2023.
2. Rent in the sum of Six Thousand Four Hundred and Fifty Dollars CDN (\$6,450) per year payable to the City Treasurer. *which shall be \$150 per workable acre.*
3. To use the Lands for agricultural purposes only and not to carry out or permit to be carried out upon the Lands any business that may be deemed a nuisance to or disturbance of the occupiers or owners of the adjoining lands and to carry on the operation of the business using proper farming methods including adequate application of fertilizers, in order to keep the soil in good productive condition which shall be \$150.00 per workable acre.
4. Not to assign this Lease Agreement without written consent, which consent may not be unreasonably withheld.
5. To comply with all applicable laws, by-laws, and regulations of every federal, provincial or municipal department or organization.
6. To remove, before they go to seed, all weeds upon the Lands during the term of this Lease Agreement.
7. To keep the Lands neat and tidy, and to remove all ashes and rubbish.
8. To construct no buildings or structures on the Lands.
9. To indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Tenant, or other persons for whom the Tenant is responsible.
10.
  - i) obtain and maintain Farmers Comprehensive Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000.) and shall include the City as an additional insured with respect to the Tenant's operations and obligations under this Lease Agreement.
  - ii) carry environmental impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall remain in force for twelve (12) months following completion of work.
  - iii) The above-mentioned insurance shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The Tenant will provide that evidence of such insurance shall be delivered to the City at inception of this Lease Agreement and thereafter promptly on the insurance renewal date. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Lease Agreement as the City may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Lease Agreement.
11. To take good care of the Lands, to ensure that the farming of the Lands and maintaining of improvements thereon is performed in a careful and prudent manner, and to ensure that the condition in which the Tenant found it, notwithstanding ordinary wear and tear or unavoidable casualties which are not the fault of the Tenant.

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**SCHEDULE "E" CONT'D**

12. To allow the City the right to enter upon the Lands to carry out any geotechnical, soil, environmental or archeological testing or survey of the property and, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the land. The city will be responsible for any damage to the crops that shall occur by the city, their contractors or consultants use of the land. If any damage to the crop occurs the determination of any crop loss due to the actions of the City shall be compensated by the City. The amount of compensation shall be determined by an independent party such as the "crop insurance adjuster" using the average yield per acre as per the contract price. So long as it does not interfere with the rights of the Tenant as provided in this Lease Agreement.
13. The City may terminate this Lease Agreement upon One Hundred Fifty days (150) written notice should the Lands be sold to a third party or required for municipal purposes. In the event the City terminates this Lease prior to the end of the Term (or any renewal), the City shall pay the Tenant the value of any crops then growing on the Lands. The amount of any crop loss compensation shall be determined by an independent party such as a Crop Insurance Adjustor using average yield per acre at the contract price for that crop.
14. Should any crop be lost through cancellation of this Lease Agreement pursuant to Clause 13, if all of the Lands are required by the City then all rent paid will be refunded. Should only part of the Lands be required by the City, then as compensation for any crop lost on the affected part, rent paid will be refunded on a prorated basis, with the percentage of rent paid to be refunded based on and equal to the percentage of land required by the City. Any rent owing for the period subsequent to the termination until the end of the Lease Agreement will be paid for the remaining parcel on a prorated basis
15. In the event that the Tenant fails to comply with any term of this Lease Agreement, the City may terminate the privilege and contract herein granted at any time by giving notice in writing to the Tenant specifying the nature of the default and upon expiration of thirty (30) days following delivery of such notice, the default has not been cured, this Lease Agreement shall at the option of the City cease and be at an end. Any waiver by the City of any breach by the Tenant of any provisions of this Lease Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.
16. All notices which may be necessary or proper for either party to serve upon the other, shall be effectively served if sent postage prepaid to the following addresses:

City's Address:  
 Manager of Realty Services  
 300 Dufferin Avenue  
 London, Ontario  
 N6M 1E1

Tenant's Address:  
*Henry John* ~~John Henry~~ Esler and Jo-Ann Marie Esler,  
 2497 Bradley Avenue,  
 London, Ontario  
 N6M 1E1

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

<p><i>[Signature]</i>                  Witness <i>Max Price-Lynn</i>  <i>BBO</i></p>	<p><i>Henry John Esler</i>                  John Henry Esler                  Henry John</p>	<p><i>Apr 4/19</i>                  Date</p>
<p><i>[Signature]</i>                  Witness <i>Max Price - Lynn</i>  <i>BBO</i></p>	<p><i>Jo-Ann Marie Esler</i>                  Jo-Ann Marie Esler</p>	<p><i>April 9/19</i>                  Date</p>

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

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. A-1-11012 of the Council of the Corporation of the City of London consolidated the 1<sup>st</sup> day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

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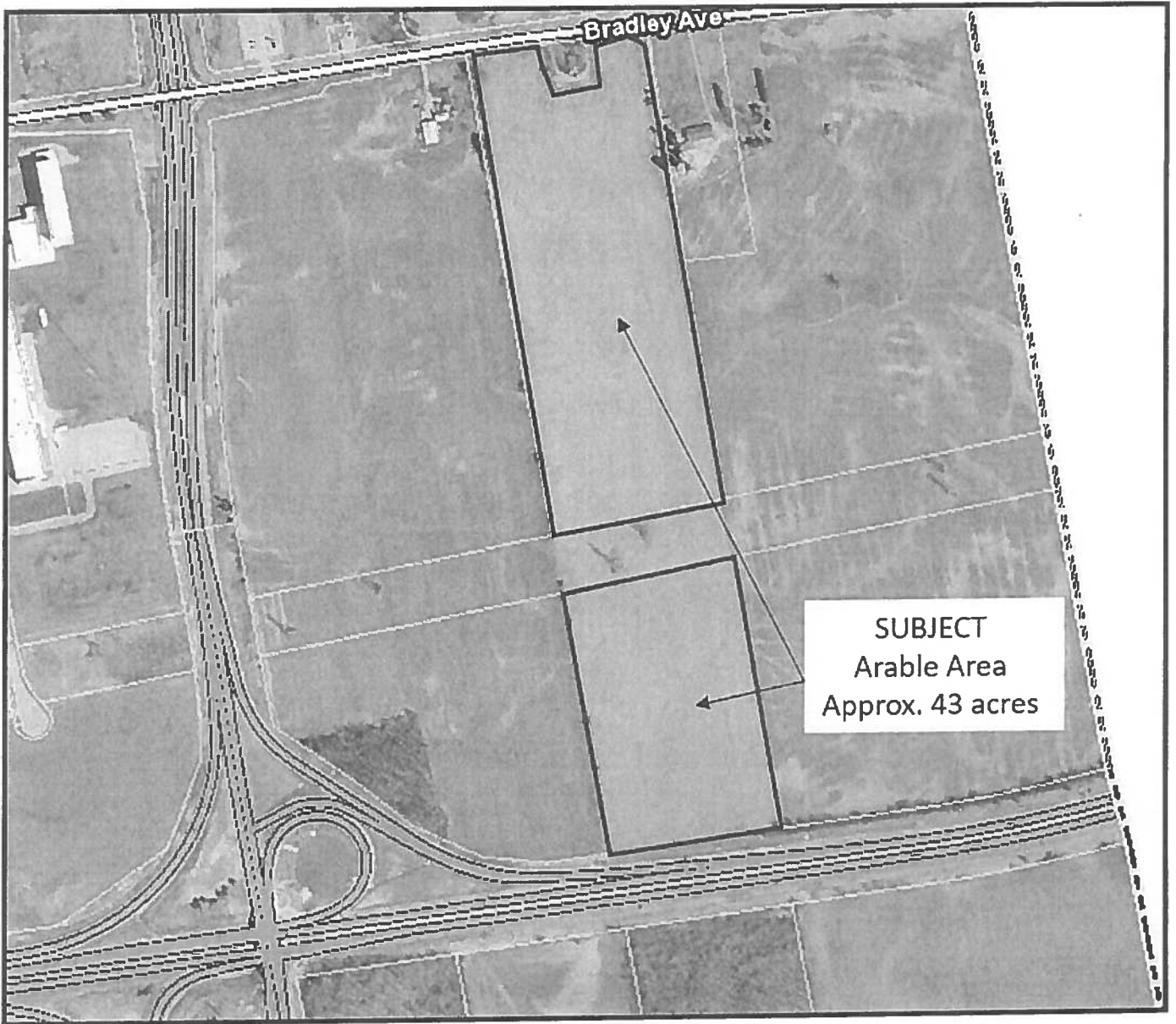
Ed Holder, Mayor

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Catharine Saunders, City Clerk

SCHEDULE "E" CONT'D

SCHEDULE "E1"



## SCHEDULE "F"

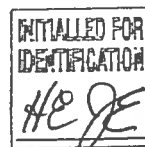
### LIST OF VENDOR'S CHATTELS EXCLUDED FROM LAND SALE:

Personal Assets to be Recovered and Removed  
By Henry and JoAnne Esler

The Eslers (Henry and JoAnne Esler) shall be allowed to remove the following personal assets from the property upon the Closing Date or their respective relocation date

1. Electronic Vehicle Lift (electronic Lift) currently located within the shop and all accessories and controls to the Lift;
2. Above ground pool and all attachments and accessories to pool, including deck and all pool equipment;
3. Wood Cupboards in kitchen and/or off side sitting area – made of light oak (to be designated by JoAnne Esler);
4. Pool heater (model by Haywood);
5. Corn Stove – black in colour and all supporting structure (piping) and accessories;
6. Outside Corn Bins – structure near barn and all supports and bracing;
7. Fridge (Samsung model)

Such other items as may be personal to Henry and Jo-Anne Esler and may not be attached nor affixed to the land or residential/barn structure



**APPENDIX "A"**  
**CONFIDENTIAL**

Chair and Members  
Corporate Services Committee

**#19057**  
April 16, 2019  
(Offer to Purchase)

**RE: Property Acquisition - Industrial Land Purchase Strategy  
(Subledger LD180044)  
Capital Project ID1145 - Future Industrial Land Acquisition  
2497 Bradley Avenue**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this purchase cannot 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:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Additional Funding</u></b>	<b><u>Revised Budget</u></b>	<b><u>Committed To Date</u></b>	<b><u>This Submission</u></b>
Land Acquisition	30,990,951	4,287,219	35,278,170	30,803,914	4,474,643
Other City Related	111	10,000	10,111	9,724	
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$30,991,062</u></b>	<b><u>\$4,297,219</u></b>	<b><u>\$35,288,281</u></b>	<b><u>\$30,813,638</u></b>	<b><u>\$4,474,643</u></b> 1)
<b>SOURCE OF FINANCING</b>					
Capital Levy	\$1,100,000		\$1,100,000	\$1,100,000	
Debenture By-law No. W. 1716(e)-270	10,200,000		10,200,000	10,200,000	
Drawdown from Industrial Land Reserve Fund 2)	4,491,062	4,297,219	8,788,281	4,491,062	4,474,643
Debenture By-law No. W. 1716(e)-270 (Serviced through Industrial Land Reserve Fund)	15,200,000		15,200,000	15,022,576	
<b>TOTAL FINANCING</b>	<b><u>\$30,991,062</u></b>	<b><u>\$4,297,219</u></b>	<b><u>\$35,288,281</u></b>	<b><u>\$30,813,638</u></b>	<b><u>\$4,474,643</u></b>

1) Financial Note:

Purchase Cost	\$4,241,050
Add: Land Transfer Tax	92,000
Add: Legal Fees	15,000
Add: Due Diligence Costs	51,950
Add: HST @13%	551,337
Less: HST Rebate	<u>(476,694)</u>
Total Purchase Cost	<u>\$4,474,643</u>

- 2) The funding requirement of \$4,297,219 for this purchase is available as a drawdown from the Industrial Land Reserve Fund. The uncommitted balance in this reserve fund will be approximately \$4.1M with approval of this project.

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Kyle Murray  
Director, Financial Planning and Business Support