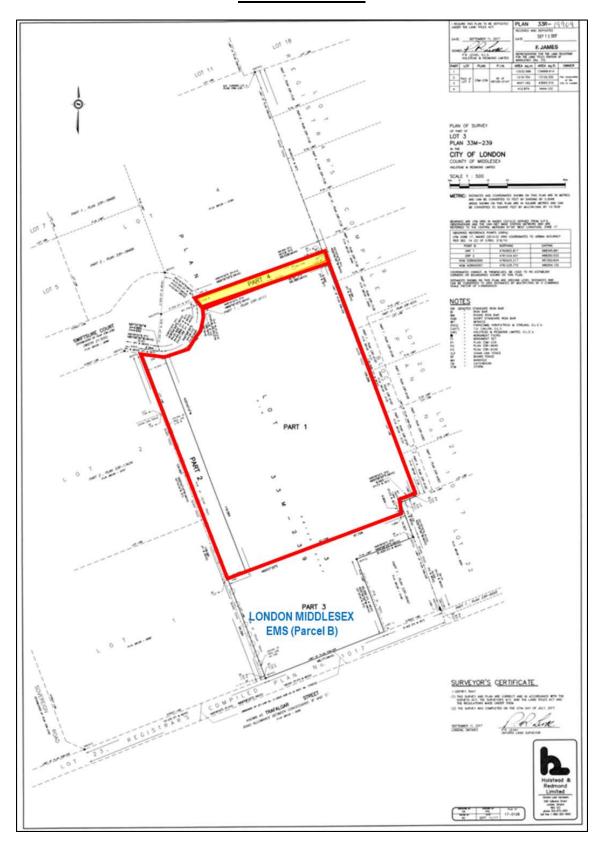
### <u>APPENDIX "B"</u> <u>PLAN 33R-19904</u>



AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON

PAGE 1

#### CLASS 1 SALE

THIS INDENTURE dated the 27 day of Aug . 2019.

BETWEEN:

#### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the VENDOR

- and -

#### 1666042 ONTARIO INC.

Address: 2065 Piper Lane, London, Ontario, N5V 3S5

hereinafter called the PURCHASER

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in <a href="Trafalgar Industrial Park Phase III">Trafalgar Industrial Park Phase III</a>, in the City of London, in the County of Middlesex, containing <a href="3.5">3.5</a> acres, more or less subject to survey, located on the south east side of Swiftsure Court, and being composed of Part Lot 3 on Plan 33M239; Parts 1, 2 <a href="4.4">4.4</a> on Plan 33R19904; London subject to an easement over Part 2 33R19904 in favour of Part Lot 3 33M239 being Part 3 of 33R19904 as in ER1148631 being PIN 081290192 and shown outlined on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Two Hundred and Twenty Seven Thousand Five Hundred Dollars of lawful money of Canada calculated at the rate of

(\$ 227,500.00)

<u>Sixty-Five Thousand Dollars</u>
per acre, with all normal municipal services available in the road allowance.

(\$65,000.00)

Twenty Two Thousand Seven Hundred and Fifty Dollars (10% of purchase price) (\$22,750.00) cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

- Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.
- The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence
  of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.
- The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine 4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remove, ready or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON

PAGE 2

- 5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the 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 objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
- The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
- 7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
- The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
- 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. 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.
- 11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
- 13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.
- 14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
- 15. Schedules A, B, C, D, and E attached hereto form part of this Agreement.

AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON	PAGE 3			
16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 4th day of October, 2019, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.				
IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this <u>27</u> day of <u>Aug</u> , 2019.				
in the presence of  Size is highlighten  Witness:	) 1666042 ONTARIO INC. ) Purchaser ) ) ) ) Signature of Signing Officer ) Jason Huffman, Owner 1 have authority to bind the Corporation )			
ACCEPTANCE				

#### THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor Catharine Saunders, City Clerk

NOTE:

Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"
Schedule "D" attached - "Additional Terms and Conditions"
Schedule "E" attached - "Location Map showing Buffer"

The Vendor accepts the above Agreement.

AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON PAGE 4

#### SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR **APPROVAL** 

Trafalgar Industrial Park, Phase III Industrial Park Name & Phase & Section: Part Lot 3, Plan 33M-239; Parts 1, 2 & 4 on Plan Lot & Conc./Part No./Block, etc.; Acres: 33R-19904 (3.5 Acres) 1666042 Ontario Inc. Name, Address, Postal Code of Purchaser: 2065 Piper Lane, London, Ontario, N5V 3S5 Local Company: Yes No Specializing in the design and manufacturing of Intended Use of Building - (Describe): automated machinery, assembly tooling as well as general machine shop services (No stamping) Major Industrial Classification of User: Manufacturing and Assembly List of Products Manufactured/Handled: Metal, Steel, and Aluminium 18 - 20 (Full Time) Number of Employees Anticipated: 23,000 sq. ft. Number of Square Feet of Building Proposed: 152,460 sq. ft. Number of Square Feet in Property Purchase: 15 percent (15%) Proposed Building Coverage as % of Lot Area: Mandatory Building Coverage Starting 1st Year: 15 percent (15%) Future Building(s) Proposed (if any) Details: None TBD Proposed Building Material for this Project: Development of the Lot will be subject to: Site Plan & Architectural Control Proposed Commencement Date of Construction: One Year from Date of Deed Mandatory Commencement Date of Construction: One Year from Date of Deed **Brent Picard** Purchaser's Lawyer - Name, and Address: Szemenyei MacKenzie Group 376 Richmond St. London, ON N6A 3C7 519-433-8155 ext. 317 Telephone: Purchaser's Executive Completing this Form: gnature) Jason Huffman have authority to bind the Corporation Owner, 1666042 Ontario Inc.

Catharine Saunders, City Clerk

Ed Holder, Mayor

AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON

PAGE 5

#### SCHEDULE "B"

### Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

#### Disposal of Industrial Land Procedures

- The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
- This policy is to be read and applied fairly and beneficially with such variations as circumstances
  or the nature of the subject matter require provided the general purpose, intent, meaning and
  spirit of the policy are maintained.
- 3. In this policy,
  - (a) Commencement of construction means the date upon which a building permit is issued by the City;
  - (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
  - (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

#### CLASS 1 SALE

- A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
- 5. A class 1 sale shall be subject to the following conditions:
  - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
  - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P. 13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
- 6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
- A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written
  request with the Manager of Realty Services who shall submit a recommendation thereon to
  Council through the Corporate Services Committee.

AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON

PAGE 6

#### CLASS 2 SALE

- A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
- 9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### CLASS 3 SALE

- 10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
- 11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### GENERAL

- 12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
- 13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
- 14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
- 15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
- 16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
- 17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
- 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.
- 19. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.
- 20. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.
- The cost of service connections from the main to the property line is the responsibility of the purchaser.
- The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON

PAGE 7

#### SCHEDULE "C" Plan 33R - 19904



AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON

PAGE 8

#### SCHEDULE "D"

#### ADDITIONAL TERMS AND CONDITIONS

#### Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto.

#### Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

#### Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

#### **Development Agreement**

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

#### Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

#### Municipal Services and Roadway Easement

The Purchaser agrees to transfer to the Vendor a municipal services easement, for nominal consideration, over the portion of lands described as Part 4 in Plan 33R – 19904 which is shown highlighted in yellow on the plan attached hereto as Schedule "C" and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

#### Trafalgar Industrial Park Subdivision Agreement Conditions

In accordance with the Trafalgar Industrial Park Phase III Subdivision Agreement, the Purchaser acknowledges and agrees that (a) open storage, loading areas and truck idling and parking areas will not be located in yards that abut residential lands. Outdoor area devoted to employee parking are not subject to this requirement (b) Purchaser will assume responsibility, in perpetuity, for the maintenance of the wooden privacy fence along their easterly boundary (the "Fence") (c) the Purchaser will maintain, in perpetuity, a 50 foot buffer zone which includes the Fence, existing landscaping and tree plantings (which collectively is referred to as the "Buffer") from the abutting residential lands. No development is permitted within the Buffer. The Buffer is approximately 0.55 acres and shown highlighted in green in schedule "E".

AGREEMENT OF PURCHASE AND SALE CORPORATION OF THE CITY OF LONDON

PAGE 9

Notwithstanding this provision above, the Purchaser shall be subject to the standard site plan and permitting process by the City which may include, but not limited to, approvals through UTRCA, MOECC, and other approval deemed necessary and zoning regulations. The Purchaser acknowledges and agrees to accept the property "as is".

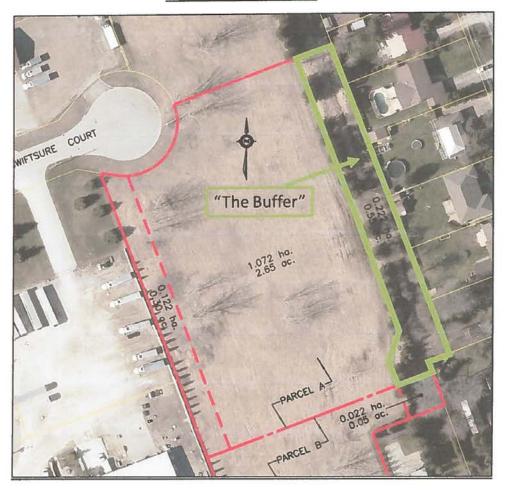
#### Archaeological Study

The Vendor agrees to complete, at the Vendor's expense, a Stage I/II Archaeological Report (if required) for the Property. This condition shall survive and not merge on the completion of this transaction.

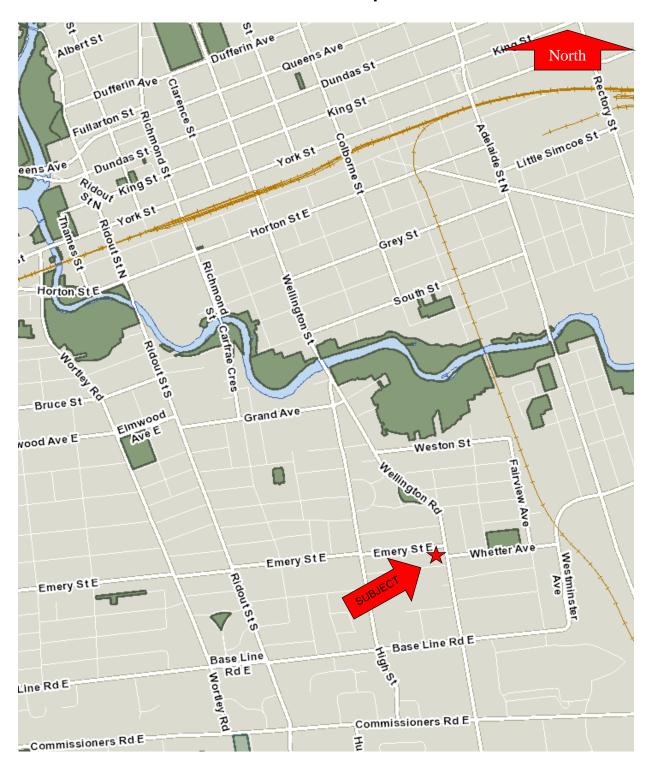
AGREEMENT OF PURCHASE AND SALE ONDRPORATION OF THE CITY OF LONDON

PAGE

### Schedule "E" Location Map Showing Buffer



### **Location Map**



#### **APPENDIX "A" CONFIDENTIAL - Released in Public**

#19139

Chair and Members Corporate Services Committee

September 24, 2019 (Property Acquisition)

**RE: Property Acquisition - Wellington Gateway Project** 

(Subledger LD180003)

Capital Project TS1430-1 - RT1: Wellington Rd - Bradley Ave to Horton St. South Leg Widening

275 Wellington Road

1)

2)

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:
Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

ESTIMATED EXPENDITURES	_	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering		\$2,823,899	\$2,231,973		\$591,926
Land Acquisition		7,840,500	2,703,910	375,199	4,761,391
Construction		204,004	76,330		127,674
Relocate Utilities		2,000,000	2,248		1,997,752
City Related Expenses		1,092,829	683,726		409,103
NET ESTIMATED EXPENDITURES	_	\$13,961,232	\$5,698,187	<b>\$375,199</b> 1)	\$7,887,846
SOURCE OF FINANCING					
Capital Levy		\$441,032	\$402,803	\$32,682	\$5,547
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2)	4,746,100	4,221,507	342,517	182,076
PTIF (Public Transit Infrastructure Fund)		5,137,891	1,073,877		4,064,014
Senior Government		3,636,209			3,636,209
TOTAL FINANCING	_	\$13,961,232	\$5,698,187	\$375,199	\$7,887,846
Financial Note: Purchase Cost Add: Land Transfer Tax Add: HST @13% Less: HST Rebate Total Purchase Cost				\$365,000 3,775 47,450 (41,026) \$375,199	

Development charges have been utilized in accordance with the underlyi Studies completed in 2019.	ng legislation and the Development Charges Background
ms	Jason Davies Manager of Financial Planning & Policy