



Council Minutes

The 12th Meeting of City Council
June 16, 2020, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, S. Hillier

Also Present: C. Saunders, M. Schuthess, J. Taylor and B. Westlake-Power.
The following were in remote attendance: L. Livingston, A.L. Barbon, B. Card, K. Dickins, O. Katolyk, K. Scherr, C. Smith, B. Somers, S. Stafford and B. Warner.
The meeting was called to order at 4:01 PM, with Mayor E. Holder in the Chair; it being noted that the following were in remote attendance: Councillors M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest with respect to Item 10 (5.2 b)) of the Report of the 11th Meeting of the Strategic Priorities and Policy Committee, having to do with London Boards - Black Lives Matter Rally, specifically as it relates to the Middlesex-London Health Unit (MLHU), by indicating that the MLHU is his employer.

Councillor J. Morgan discloses a pecuniary interest in Item 5 (4.1) of the Report of the 11th Meeting of the Strategic Priorities and Policy Committee, having to do with an appointment to the London Library Board, by indicating that one of the applicants is a Board Member of his employer, Western University.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: S. Turner
Seconded by: S. Lewis

That pursuant to section 6.5 of the Council Procedure By-law, the following changes in order BE APPROVED:

a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 192, being a by-law to confirm the proceedings of the Council Meeting held on the 16th Day of June, 2020, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 - 10th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

Motion made by: S. Hillier
Seconded by: M. Cassidy

That the Minutes of the 11th Meeting held on June 2, 2020, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

6.1 Expropriation of Lands Adelaide Street CP Rail Separation Project (as the "Approving Authority")

Motion made by: S. Lehman
Seconded by: M. van Holst

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriation Act*, R.S.O. 1990, c.E.26, as amended, for the purpose of considering Communication No. 1 from the Managing Director, Environmental and Engineering Services and City Engineer, with respect to the expropriation of the lands for the Project known as the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. Cassidy
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation and on the advice of the Manager of Realty Services, the following actions be taken with respect to the expropriation of the land as may be required for the project known as the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street:

a) the Council of The Corporation of the City of London, as Approving Authority pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of land, as described in Appendix "A" appended to the staff report dated June 16, 2020, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

i) the subject lands are required by The Corporation of the City of London for the Adelaide Street CP Rail Grade Separation Project; and
ii) the design of the Project will address the current and future transportation demands along the corridor; and,
iii) the design is in accordance with the Municipal Class Environmental Assessment Study Recommendations for the Adelaide Street CP Rail Grade Separation Project approved by Municipal Council on August 28, 2018; and

b) subject to the approval of a) above, that a certificate of approval BE ISSUED by the City Clerk on behalf of the Approving Authority in the prescribed form;

it being noted that a requests for Hearings of Necessity in relation to Parts 1 and 2, Plan 33R-20554 (Parcel 1), Part 4, Plan 33R-20555 (Parcel 7), and the whole of PIN 08277-0034 (Parcel 8) were received and were all subsequently withdrawn.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lewis
Seconded by: A. Hopkins

That the meeting of the Approving Authority be adjourned and that the Municipal Council reconvene in regular session.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6.2 Expropriation of Lands Adelaide Street CP Rail Separation Project (as the "Expropriation Authority") (Relates to Bill No. 197)

Motion made by: S. Lewis
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation and on the advice of the Manager of Realty Services, the following actions be taken with respect to the expropriation of the land as may be required for the Project known as the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street:

- a) the proposed by-law appended as Appendix "A" to the staff report dated June 16, 2020 being "A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street" BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020;
- b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;
- c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and
- d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the *Expropriations Act*, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6.3 Kiwanis Park Natural Playground RFP 20-25

Motion made by: S. Lewis
Seconded by: M. van Holst

That the sketch of the concept plan for Kiwanis Park Natural Playground, RFP 20-25, BE RECEIVED and BE REFERRED to Item 2 (2.1) of the 7th Report of the Community and Protective Service Committee.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 10th Report of the Corporate Services Committee

Motion made by: M. van Holst

That the 10th Report of the Corporate Services Committee, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. van Holst

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Agreement Between The City of London and Donald Jones Management Services Inc. - Management of Centennial Hall (Relates to Bill No. 193)

Motion made by: M. van Holst

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated June 8, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020 to:

a) approve a five year extension agreement to December 31, 2025 between The Corporation of the City of London (the City) and Donald Jones Management Services Inc. appended to the staff report dated June 8, 2020 as Appendix "B" to the by-law; and,

b) authorize the Mayor and the City Clerk to execute the agreement approved in part a), above.

Motion Passed

3. (2.2) Standing Committee Meetings and Annual Meeting Calendar

Motion made by: M. van Holst

That the matter of the Annual Meeting Calendar BE REFERRED to the next meeting of the Corporate Services Committee for additional discussion.

Motion Passed

4. (4.1) 1st Report of the County/City Liaison Committee

Motion made by: M. van Holst

That the 1st Report of the County/City Liaison Committee, from its meeting held on May 20, 2020, BE RECEIVED.

Motion Passed

- 8.2 7th Report of the Community and Protective Services Committee

Motion made by: S. Lewis

That the 7th Report of the Community and Protective Services Committee, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Kiwanis Park Natural Playground RFP 20-25

Motion made by: S. Lewis

That on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the Kiwanis Park Natural Playground RFP 20-25:

- a) the bid submitted by Earthscape, 7215 Wellington Rd 86, Wallenstein, Ontario, N0B 2S0, to construct the Kiwanis Park Natural Playground in accordance with RFP20-25, at its bid price of \$298,960.98, excluding HST, BE ACCEPTED in accordance with Section 12.1 of the City of London's Procurement of Goods and Services Policy; it being noted that the bid submitted by Earthscape was the only bid received and it meets the City's specifications and requirements in all areas;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 9, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the contractor for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-R04)

Motion Passed

3. (5.1) Deferred Matters List

Motion made by: S. Lewis

That the Deferred Matters List for the Community and Protective Services Committee, as at June 1, 2020, BE RECEIVED.

Motion Passed

8.3 11th Report of the Strategic Priorities and Policy Committee

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Items 5 (clause 4.1) and 10 (clause 5.2).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in Item 5.2 b), having to do with London Boards - Black Lives Matter Rally, specifically as it relates to the Middlesex London Health Unit (MLHU), by indicating that the MLHU is his employer.

Councillor J. Morgan discloses a pecuniary interest in Item 4.1, having to do with an appointment to the London Library Board, by indicating that one of the applicants is a Board Member of his employer, Western University.

Motion Passed

2. (3.1) Housing Development Corporation, London - 2019 Annual Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 194)

That the following actions be taken with respect to the 2019 Annual General Meeting of the Housing Development Corporation, London:

- a) the presentation by S. Giustizia, President and CEO, Housing Development Corporation, London BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 9, 2020 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of the Housing Development Corporation, London", BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020 to:
 - i) ratify and confirm the Annual Resolution of the Shareholder of Housing Development Corporation, London; and,
 - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of Housing Development Corporation, London;
- c) the Housing Development Corporation, London - 2019 Annual Shareholder Report BE RECEIVED; and
- d) the financial statements of the Housing Development Corporation, London year ended December 31, 2019 BE RECEIVED.

Motion Passed

3. (3.2) London & Middlesex Community Housing - 2019 Annual Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 195)

That the following actions be taken with respect to the 2019 Annual General Meeting of the London & Middlesex Community Housing Inc.:

- a) the presentation from London & Middlesex Community Housing Inc. BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 9, 2020 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.", BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020 to:
 - i) ratify and confirm the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.; and
 - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.;
- c) London & Middlesex Community Housing Inc. Audit Findings Report for the year ended December 31, 2019 BE RECEIVED; and
- d) the financial statements of the London & Middlesex Community Housing Inc. year ended December 31, 2019 BE RECEIVED.

Motion Passed

4. (3.3) London Hydro Inc. - 2019 Annual Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 196)

That the following actions be taken with respect to the 2019 Annual General Meeting of London Hydro Inc.;

- a) the presentation by V. Sharma, CEO and G. Valente, Board Chair, London Hydro Inc., BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 9, 2020 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc." BE INTRODUCED at the Municipal Council meeting to be held June 16, 2020 to:
 - i) ratify and confirm the Annual Resolution of the Shareholder of London Hydro Inc.; and,
 - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of London Hydro Inc.; and,
- c) the 2019 Report on Finance for London Hydro Inc., BE RECEIVED.

Motion Passed

- 6. (4.2) Resignation from the Argyle Business Improvement Association

That the communication dated May 22, 2020 from R. Sidhu, Executive Director, Argyle BIA with respect to the resignation of Dale Irwin BE ACCEPTED.

Motion Passed

- 7. (4.3) Resignation and Confirmation of Appointment to the Hyde Park Business Improvement Association

That the following actions be taken with respect to the Hyde Park Business Improvement Association:

- a) the resignation of Mandi Hurst dated May 21, 2020 from the Hyde Park Business Improvement Association BE ACCEPTED; and,
- b) Jean Coles BE APPOINTED to the Hyde Park Business Improvement Association for the term ending November 15, 2022.

Motion Passed

- 8. (4.4) Resignation from the Lower Thames Valley Conservation Authority

That the communication dated May 19, 2020 regarding the resignation of Kimble F. Ainslie from the Lower Thames Valley Conservation Authority BE ACCEPTED.

Motion Passed

- 9. (5.1) Anti-Black, Anti-Indigenous, People of Colour Racism

WHEREAS the Municipal Council of The Corporation of the City of London acknowledges that systemic anti-Black, anti-Indigenous and people of colour racism exists in London;

AND WHEREAS the Municipal Council unequivocally condemns racism in all of its forms:

AND WHEREAS the Municipal Council acknowledges that the Corporation's workforce is not reflective of the population it services and that it will continue to work to ensure a reflective workforce;

AND WHEREAS the Municipal Council affirms the commitment to help eradicate anti-Black, anti-Indigenous and people of colour oppression:

NOW THEREFORE IT BE RESOLVED THAT the Civic Administration BE DIRECTED to:

a) report back to a future meeting of the appropriate Standing Committee with an update on the implementation of the Community Diversity & Inclusion Strategy, providing specific details with respect to the equity and inclusion lens of the Strategy and the next steps that will be taken to end racism in London;

b) report back to the appropriate Standing Committee with respect to metrics that may be or are currently implemented to demonstrate progress with respect to hiring to reflect the diversity of the community; and

c) report back to the appropriate Standing Committee with respect to the establishment of a Black Liaison Officer position at the City of London, similar to the previously approved Indigenous Liaison Officer position, including input from the community and related financing, with respect to this matter.

Motion Passed

5. (4.1) Consideration of Appointment to the London Public Library

Motion made by: J. Helmer

That the matter of the ballot appointment of a member to the London Public Library Board, BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee, at such time when all the members are able to vote simultaneously.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (1): J. Morgan

Motion Passed (14 to 0)

10. (5.2) London Boards - Black Lives Matter Rally

Motion made by: J. Helmer

That the following actions be taken with respect to the City of London Boards:

a) the London Police Services Board and all School Boards operating in London BE REQUESTED to respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020; and,

b) the Middlesex-London Health Unit Board BE REQUESTED to

respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020.

Motion made by: J. Helmer

That the following actions be taken with respect to the City of London Boards:

a) the London Police Services Board and all School Boards operating in London BE REQUESTED to respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020; and,

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

b) the Middlesex-London Health Unit Board BE REQUESTED to respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (1): S. Turner

Motion Passed (14 to 0)

10. Deferred Matters

None.

11. Enquiries

Councillor P. Van Meerbergen enquires as to what could be done to permit residents of London to display fireworks on June 26, 2020 to acknowledge the 2020 Graduates given as a result of the COVID-19 emergency, in person graduations cannot be held. The Civic Administration responded that they would only action upon complaint, if the regulations established by the Province and the Middlesex-London Health Unit with respect to COVID-19 were not being adhered to and if a health and safety concern arises.

12. Emergent Motions

Motion made by: J. Helmer

Seconded by: A. Hopkins

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion to delegate authority to the Civic Administration to amend regulations to assist businesses to reopen.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Turner
Seconded by: J. Helmer

WHEREAS the Province of Ontario on June 8, 2020 announced the next phase of opening businesses, previously ordered closed during COVID-19 pandemic response;

AND WHEREAS the Province of Ontario on June 8 announced an amendment to Regulation 719 under the Liquor Licence Act to support liquor sales licensees in temporarily extending their patios;

AND WHEREAS the municipality wishes to assist London businesses to achieve compliance with temporary regulations and requirements in a timely manner, with a focus on the principles of public safety and risk-based flexibility;

AND WHEREAS the Civic Administration has established a Back to Business Action Team and intake portal to receive and respond to requests from businesses;

AND WHEREAS the Civic Administration By-law permits the delegation of authority, therefore, the following actions be taken:

- a) the City Manager and all Managing Directors and designates BE DELEGATED the authority to amend the regulations related to reopening supportive actions including business application and permit processing procedures until December 31, 2020 in the following By-laws: Business Licence By-law, Streets By-law, Traffic and Parking By-law, Sign By-law, Parks and Recreation By-law, Sound By-law, Building By-law and Council Policy By-law;
- b) the Civic Administration BE DIRECTED to proactively raise challenges to the reopening of businesses in London to other levels of government where specific changes to regulatory and/or operational mechanisms are required in order for the City to respond quickly to the needs of local businesses; and,
- c) the Civic Administration BE DIRECTED to report back to the appropriate Standing Committee at an appropriate time to identify any impacts or changes made under this delegation;

it being noted that the above delegations and amendments shall apply only until December 31, 2020 or until as otherwise directed by Council;

it also being noted that the associated delegated authorities will assist with prompt reviews and approvals for business reopening items such as temporary restaurant patios, curbside pick-ups, vending stands and other applicable business practices;

it also be further noted the fees and charges associated with business applications, permits and encroachments can be considered with other financial matters at the June 23, 2020 meeting of the Strategic Priorities and Policy Committee.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

13. By-laws

Motion made by: A. Hopkins
Seconded by: S. Turner

That Introduction and First Reading of Bill No.'s 193 to 199, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lewis
Seconded by: M. Cassidy

That Second Reading of Bill No.'s 193 to 199, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: E. Pelozza
Seconded by: S. Lewis

That Third Reading and Enactment of Bill No.'s 193 to 199, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

4. Council, In Closed Session

Motion made by: E. Pelozza
Seconded by: S. Hillier

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/10/CSC)

4.2 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/10/CSC)

4.3 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/10/CSC)

4.4 Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality. (6.4/10/CSC)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

The Council convenes in Closed Session at 5:01 PM, with Mayor E. Holder in the Chair and all Members participating; it being noted that Councillors M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga and S. Hillier were in remote attendance.

The Council reconvenes at 5:25 PM, with Mayor E. Holder in the Chair and all Members participation; it being noted that Councillors M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga and S. Hillier were in remote attendance.

9. Added Reports

9.1 10th Report of Council in Closed Session

Motion made by: S. Lehman
Seconded by: M. van Holst

1. Offer to Purchase and Option Agreement for Industrial Lands – Anvo Laboratories Inc. Part of Block 5, Plan 33M-609 – Innovation Park, Phase IV

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City owned industrial land located, Innovation Park, Phase IV, Part of Block 5 containing an area of approximately 5 acres, located on the west side of Bonder Road, being comprised of Part Block 5, Plan 33M-609, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”) submitted by Anvo Laboratories Inc. (the “Purchaser”) to purchase five (5) acres of the subject property from the City, at a purchase price of \$350,000.00 (reflecting a sale price of \$70,000.00 per acre), attached as Appendix “B” BE ACCEPTED; subject to the following conditions:

- a) the Purchaser be allowed ninety (90) days from the date of acceptance of this agreement to examine title at the Purchaser’s own expense;
- b) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require;
- c) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to conduct environmental inspections and investigations of the property;

- d) the Purchaser satisfying itself, within ninety (90) days from the acceptance, of the geotechnical condition of the property;
- e) the City agreeing to grant to the Purchaser an Option to Purchase Agreement for the abutting four (4) acres of land identified in Schedule E-1, on the terms contained in Schedule E of the Agreement of Purchase and Sale;
- f) the City agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property; and
- g) the City shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the farm tenant.

2. Offer to Purchase Industrial Land – 2448622 Ontario Corporation Part of Block 3, Plan 33M-544 – Innovation Park Phase I

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and City Manager, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located on the west side of Innovation Drive in Innovation Park, Phase I, containing an area of approximately 4 acres, being comprised of Part of Block 3, Plan 33M-544, as outlined on the sketch attached hereto as Appendix “A”, the offer submitted by 2448622 Ontario Corporation (the “Purchaser”) to purchase the subject property from the City, at a purchase price of \$280,000.00 (reflecting a sale price of \$70,000.00 per acre), attached as Appendix “B” BE ACCEPTED, subject to the following conditions:

- a) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to examine title at Purchaser’s own expense;
- b) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out environmental inspections as it might reasonably require; at Purchaser’s own expense;
- c) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out geotechnical inspections at Purchaser’s own expense;
- d) the Purchaser be allowed, within one hundred twenty (120) days to determine the financial feasibility of the Purchaser’s intended use of the property satisfactory to the Purchaser; and
- e) the City being able to terminate the existing Farm Lease Agreement for the property.

3. Authorization to Grant Access Easement over 434 Elizabeth Street for Indwell Developments

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, a Permanent Non-Exclusive Access Easement between the City and Indwell Developments under the corporate name Indwell Community Homes (the “Transferee”), located at 434 Elizabeth Street, attached as Appendix “A” and as part of the Transferee’s housing development project being a 3 storey mixed use development with 72 apartment units located at 744 Dundas Street, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

13. By-laws (continued)

Motion made by: S. Hillier

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No.'s 192 and Added Bill No.'s 200 to 202, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. van Holst

Seconded by: S. Lehman

That Second Reading of Bill No.'s 192 and Added Bill No.'s 200 to 202, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. Cassidy

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.'s 192 and Added Bill No.'s 200 to 202, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

The following are enacted as By-laws of The Corporation of the City of London:

Bill	By-law
Bill No. 192	By-law No. A.-7986-140 – A by-law to confirm the proceedings of the Council Meeting held on the 16th day of June, 2020. (City Clerk)
Bill No. 193	By-law No. A.-7987-141 – A by-law to authorize an Agreement between The Corporation of the City of London and Donald Jones Management Services Inc., for the operation and management of Centennial Hall, and to authorize the execution the Agreement. (2.1/10/CSC)
Bill No. 194	By-law No. A.-7988-142 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of the Housing Development Corporation, London. (3.1/11/SPPC)
Bill No. 195	By-law No. A.-7989-143 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.2/11/SPPC)
Bill No. 196	By-law No. A.-7990-144 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.3/11/SPPC)
Bill No. 197	By-law No. L.S.P.-3486-145 – A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street. (City Engineer)
Bill No. 198	By-law No. S.-6065-146 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street, west of Highbury Avenue North) (Chief Surveyor – pursuant to Site Plan SPA19-075 and in accordance with Zoning By-law Z-1)
Bill No. 199	By-law No. S.-6066-147 – A by-law to permit Khalid Hussain and Batsha Hussain to maintain and use a boulevard parking area upon the road allowance for 245 William Street, City of London. (City Clerk)
Bill No. 200	(ADDED) By-law No. A.-7991-148 – A by-law to authorize and approve an Access Easement Agreement between The Corporation of the City of London and Indwell Community Homes, for approximately 286 square metres located at 434 English Street and to authorize the Mayor and City Clerk to execute the Access Easement Agreement. (6.3/10/CSC)

Bill No. 201	(ADDED) By-law No. A.-7992-149 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2448622 Ontario Corporation, for the sale of the City owned industrial land described as Part of Block 3, Plan 33M-544, in the City’s Innovation Park, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/10/CSC)
Bill No. 202	(ADDED) By-law No. A.-7993-150 – A by-law to authorize and approve an Agreement of Purchase and Sale and Option Agreement between The Corporation of the City of London and Anvo Laboratories Inc., for the sale of the City owned industrial land, described as Part of Block 5, Plan 33M-609, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/10/CSC)

14. Adjournment

Motion made by: S. Hillier
 Seconded by: J. Helmer

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourns at 5:36 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

APPENDIX "A"

LOCATION MAP



INNOVATION PARK PHASE IV
PART OF BLOCK 5 OF PLAN 33M-609



Purchase Lands (5 Acres) –Labelled as Subject Land
Option to Purchase Lands (4 Acres) – Labelled as Parcel B

APPENDIX "B"

Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 19 day of MAY, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

ANVO LABORATORIES INC.

Address: 380 Wellington Street, Tower B, 6th Floor, London, Ontario N6A 5B5
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 Innovation Park, Phase IV, in the City of London, in the County of Middlesex, containing **5 acres**, more or less subject to survey, located on the west side of Bonder Road, and being composed of south **Part of Block 5 on Plan 33M-609**, and shown as "Parcel A" and outlined in blue on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Three Hundred and Fifty Thousand Dollars **(\$350,000.00)**
of lawful money of Canada calculated at the rate of

Seventy Thousand Dollars **(\$70,000.00)**
per acre, with normal municipal services available in the road allowance.

The Purchaser submits

Thirty Five Thousand Dollars **(\$35,000.00)**
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.

2. 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.

3. 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.

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, 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 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.

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.

6. 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.

8. 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.

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. 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.

11. 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.

12. 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.

13. 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.

14. Schedules A, B, C, D, E, E1 attached hereto form part of this Agreement.



15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **30th Day of July, 2020**, 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 19th day of MAY, 2020.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:

PHI HOANG

) **ANVO LABORATORIES INC.**

) Purchaser

)

)

)

)

) **Signature of Signing Officer**

) Name: Thi My Dung Nguyen

) Title: Vice President

) I have authority to bind the Corporation



ACCEPTANCE

The Vendor accepts the above Agreement.

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 of Purchase Parcel shown as Parcel "A"
Schedule "D" attached - "Additional Conditions for the Purchaser's Benefit"
Schedule "E" attached - "Option Agreement"
Schedule "E1" attached - "Excerpt of Optioned Parcel shown as Parcel "B" to be optioned.

Realtor: Phi Hoang, Sales Representative
Right at Home Realty Inc., Brokerage
1396 Don Mills Road Unit B-121
Toronto ON M3B 0A7

SCHEDULE "A"

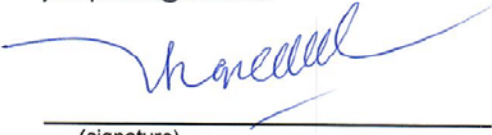
**PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE
PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND
SALE**

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**

Industrial Park Name & Phase & Section:	Innovation Park, Phase IV, Part of Block 5
Lot & Conc. /Part No. /Block, etc.; Acres:	Part of Block 5 of Plan 33M-609 (5 Acres) subject to final new survey.
Name, Address, Postal Code of Purchaser:	Anvo Laboratories Inc. 380 Wellington Street, Tower B, 6 th Floor, London, Ontario N6A 5B5
Local Company: Yes No	New Company to London
Intended Use of Building - (Describe):	Advanced Pharmaceutical Manufacturing, Product Research and Development, ancillary Warehousing & Office.
Major Industrial Classification of User:	Advanced Pharmaceutical Manufacturing and Research and Development.
List of Products Manufactured/Handled:	Oral, Injectables, Vaccines and Bio Products
Number of Employees Anticipated:	30 + Full Time Employees
Number of Square Feet of Building Proposed:	30,000 Square Feet
Number of Square Feet in Property Purchase:	217,800 square feet
Proposed Building Coverage as % of Lot Area:	13.8 percent (13.8%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	Parcel B (Optioned land) – 26,136 sq. ft.
Proposed Building Material for this Project:	Unknown
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
Purchaser's Lawyer - Name and Address: Telephone: E-mail	John Poletes, 3199 Yonge St. Toronto M4N 2K9 416-482-1902 john.poletes@bellnet.ca

Purchaser's Executive Completing this Form:
Thi My Dung Nguyen
Vice President
Anvo Laboratories Inc.



(signature)
I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk

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

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. 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

4. 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.
7. 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.



CLASS 2 SALE

8. 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.
18. 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.
19. 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.
20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
21. 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.



SCHEDULE "C"

PARCEL "A"
PART OF BLOCK 5 OF PLAN 33M-609



SUBJECT TO FINAL SURVEY

SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramouncy 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 shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, pursuant to 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.

Sewage Sampling Manholes

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

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.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property.

Adjustments: The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 5 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference than 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 \$70,000 per acre.

London Hydro Easement

The Purchaser agrees to an easement benefitting London Hydro (the "London Hydro Easement") over a portion of lands described as Part 1 in Plan 33R-17727. The London Hydro Easement will be registered by the City on or before closing. This condition shall survive and not merge on the completion of this transaction.



Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

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.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within five (5) business days of being requested to do so by the Purchaser.

Option to Purchase North-Eastern Part of Block 5 in 33M-609

The Vendor agrees to grant to the Purchaser an Option to purchase the lands identified in Schedule E-1 on the terms contained in Schedule E.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice

in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.



Real Estate Commission

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in addition to the Purchaser's signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment "C" of By-law No. A-6151-17, Schedule A. 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.

Attachment "C" of By-law No. A-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

- (a) Transactions up to \$100,000 – 5%,
- (b) Transactions up to \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000
- (c) Transactions over \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000, and 2% above \$200,000 for remainder.

Building Coverage

The City shall permit a prepared initial building coverage of approximately 13.8 percent in place of 15 percent prescribed by clause 5(b) of the present Industrial Land Sale Policy.


Survival of Conditions

The obligations of Purchaser contained in Schedule "D" shall survive and not merge on the completion of this transaction.

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
 - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the



Owner's geotechnical engineer's recommendations.

5. The Purchaser acknowledges that it 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,
6. 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.

Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.



SCHEDULE "E"

OPTION AGREEMENT FOR NORTH-EASTERN PART OF BLOCK 5 ON PLAN 33M-609

This Option Agreement dated the 19th day of MAY, 2020.

In pursuance of the Short Forms of Conveyances Act (Ontario).

Between:

THE CORPORATION OF THE CITY OF LONDON, a municipal Corporation incorporated under the laws of Ontario, hereinafter called "the Optionor"
- OF THE FIRST PART -

and

ANVO LABORATORIES INC.
hereinafter called "the Optionee"
- OF THE SECOND PART -

WHEREAS the Optionor is the registered owner of an estate in fee simple in the lands hereinafter referred to;

AND WHEREAS the Optionee requires title in fee simple, free and clear of all liens, claims, charges or encumbrances to the lands of the Optionor described as remaining north eastern portion of Block 5 On Plan 33M-609, being approximately 4 acres, subject to final survey, in the City of London, County of Middlesex and shown outlined in yellow and labelled as Parcel "B" on the plan attached hereto as Schedule "E-1" hereinafter referred to as the Lands;

AND WHEREAS the Optionor has agreed to sell the Lands to the Optionee and the Optionee has agreed to purchase the lands from the Optionor upon the terms and conditions hereinafter set forth;

NOW THEREFORE this agreement witnesseth that in consideration of these presents, and in consideration of the payment or payments made or to be made to the Optionor by the Optionee in accordance with the provisions of the agreement, the Optionor agrees to sell to the Optionee and the Optionee agrees to purchase from the Optionor the Lands upon the terms and subject to the conditions hereinafter set forth in respect of which the Optionor and the Optionee respectively covenant and Agree as follows:

1. The Optionee shall have the right at any time prior to **July 1st, 2025** (the "Expiry Date") to deliver a notice to the Optionor specifying a date for completion of the transaction of purchase and sale contemplated hereby. The date for completion ("Closing") specified in such notice from the Optionee to the Optionor shall be no less than 30 days and no more than 60 days after the date of such notice. If the Optionee does not give such a notice prior to the Expiry Date then this Agreement shall terminate and neither the Optionor nor the Optionee shall have any further obligations hereunder.

2. The purchase price for the Lands shall be **Two Hundred and Eighty Thousand Dollars (\$280,000.00) Dollars**. The purchase price shall be paid by cash or cheque of lawful money of Canada as follows:

- (a) **Two Dollars (\$2.00)** to be paid within ten (10) days of the date of execution of this agreement by the Optionee as a non-refundable deposit on account of the purchase price, the receipt of which is hereby acknowledged by the OPTIONOR;
- (b) a further deposit of **Twenty Eight Thousand Dollars (\$28,000.00)** to be paid on account of the purchase price by the Optionee upon delivery of the notice referred to in paragraph 1 of this agreement;
- (c) the balance of the purchase price shall be paid by the Optionee on Closing, less the amount of deposits made under paragraphs 2(a) and 2(b) of this agreement.
- (d) Area Adjustments: The purchase price payable by the Optionee to the Optionor for the Property is calculated at 4 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference than 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 \$70,000 per acre.



3. The Optionor shall on Closing execute and deliver to the Optionee a good and valid deed or Transfer (the "Conveyance") of the Lands in appropriate form for registration in the land registration office where the Lands are recorded in order to enable the Optionee to be registered as owner in fee simple of such Lands and the Optionor covenants with the Optionee that it will execute such further assurances of the Lands as may be requisite. The Optionee 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 industrial land, which Policy is attached hereto as Schedule "A" to this Option, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive closing of this transaction to such extent as may be required to give effect to the said Policy. As a condition of this Option, the Optionee agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

4. The Optionor covenants, represents and warrants that title to the Lands is, and on Closing will be, good and free from all encumbrances. If prior to Closing any valid objection to title or to the fact that the proposed use of the Lands by the Optionee may not lawfully be undertaken is made in writing to the Optionor and which the Optionor is unable or unwilling to remove, remedy or satisfy and which the Optionee will not waive, this agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and, notwithstanding the provisions of paragraph 2 of this agreement, all monies therefore paid shall be returned to the Optionee without interest or deduction and the Optionor shall not be liable for any costs or damages.

5. The Optionor covenants to the Optionee that it has the right to convey the Lands to the Optionee notwithstanding any act of the Optionor and that the Optionee shall have quiet possession of the lands free from all encumbrances from and after Closing.

6. The Lands and any other things being purchased shall be and remain until Closing at the risk of the Optionor. Pending Closing, the Optionor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Optionee may either terminate this agreement or else take the proceeds of any insurance and complete the purchase.

7. The Optionee acknowledges and understands that should the Optionor receive at any time prior to the Expiry Date, a bona fide unconditional offer to purchase the Lands, for a sum in cash exceeding the amount as set out in paragraph 2 of this agreement, the Optionee shall have the right to:

- (a) within thirty (30) days of the date of receipt of notice from the Optionor of a higher offer to increase the purchase price payable under paragraph 2 of this agreement to match the higher offer and upon exercising this right, this agreement shall continue in full force at the new purchase price;
- (b) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith deliver notice to the Optionor pursuant to paragraph one (1) of this agreement specifying the date of completion of the transaction of purchase and sale contemplated by this agreement, or;
- (c) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith delivery notice to the Optionor that it does not intend to exercise its right under

Subparagraphs 7 (a) or 7 (b). Upon receipt of such notice the Optionor shall be free to enter into an agreement of purchase and sale with a person submitting the bona fide unconditional offer. This agreement shall terminate upon the completion of the sale as provided for in the agreement of purchase and sale except that if an agreement of purchase is not entered into or the sale as provided for in the agreement of purchase and sale is not completed, then this agreement shall continue in full force and the purchase price shall remain the same as the purchase price in effect prior to the bona fide offer.

The Optionor shall enclose a copy of the bona fide unconditional offer with notice to be given by it to the Optionee pursuant to Subsection 7(a), (b) and (c).

8. The Optionor represents that it is a public service body as defined in Section 123(1) of the Excise Tax Act. The sale of the property subject to this agreement is an exempt supply except when the purchaser is an individual or an unincorporated business enterprise. All Harmonized Sales Tax (HST), if any, which may be payable in connection with this transaction shall be in addition to an not included in the Purchase Price. The Optionee is a HST Registrant and will account for its HST liability, if any, in accordance with Subsection 228(4) of the Excise Tax Act.

9. The Optionor shall pay all charges including, without limitation, taxes (including local improvements) levied against the Lands up to and including Closing and the Optionee shall pay all said taxes after that date.

10. All notices required or permitted to be given hereunder shall be in writing and may be given by either (i) delivering the same to the other party, or (ii) if postal service is fully operative, by mailing same by



registered mail postage prepaid:

in case of the Optionor to:

The Corporation of the City of London
Realty Services Division
300 Dufferin Avenue, 9th floor
London, ON N6A 2L9
Attention: Manager of Realty Services

and in the case of the Optionee to:

ANVO LABORATORIES INC.
380 Wellington Street, Tower B, 6th Floor,
London, Ontario N6A 5B5

Attention: Thi My Dung Nguyen, Vice President.

or to such other address as the Optionee and the Optionor respectively may from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the date on which it was delivered or if mailed shall be deemed to have been given to and received by the addressee on the fifth business day following the date on which it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it shall be deemed to have been given when actually received.

11. Schedule B attached hereto form part of this Agreement

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 19th day of MAY, 2020.

SIGNED, SEALED & DELIVERED

in the presence of

Witness:

PHI HOANG

) ANVO LABORATORIES INC.

) Purchaser

) Signature of Signing Officer

) Thi My Dung Nguyen, Vice President

) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

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

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. 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

4. 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.
7. 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.



CLASS 2 SALE

8. 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

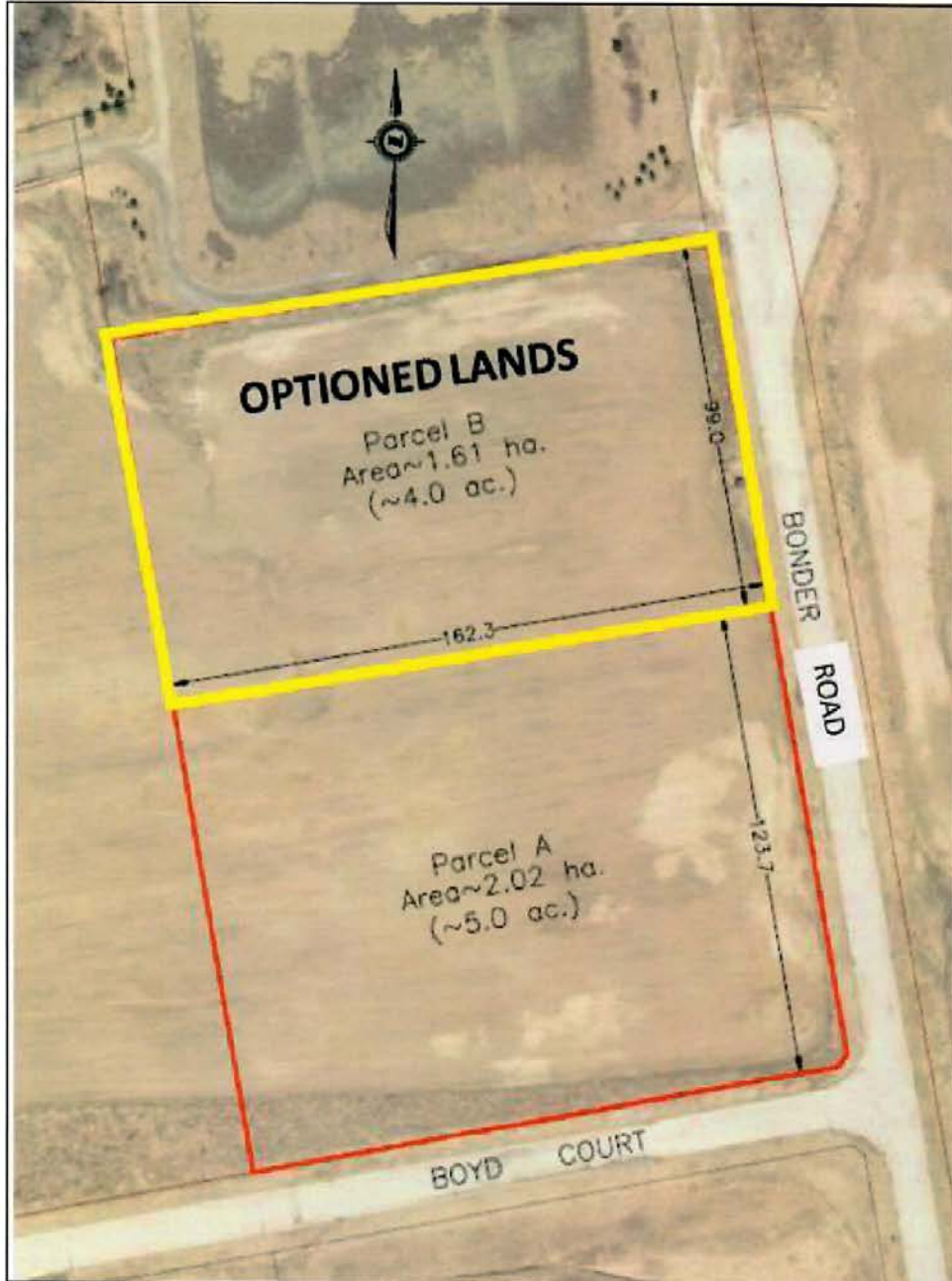
12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of 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.
18. 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.
19. 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.
20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
21. 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.



SCHEDULE "E-1"

PARCEL "B"

REMAINING NORTH-EASTERN PART OF BLOCK 5 ON PLAN 33M-609



SUBJECT TO FINAL SURVEY

APPENDIX "A"

**PART OF BLOCK 3 ON PLAN 33M-544
INNOVATION PARK PHASE I**



SUBJECT TO FINAL SURVEY

APPENDIX "B"
AGREEMENT OF PURCHASE AND SALE

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 15 day of May, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

2448622 ONTARIO CORPORAT ION

Address: 956 Bianca Court, Kitchener, Ontario N2R 1Y8

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 Innovation Park, Phase I, in the City of London, in the County of Middlesex, containing **4 acres**, more or less subject to survey, located on the west side of Innovation Drive, and being composed of Part of Block 3 on Plan 33M-544, and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Two Hundred and Eighty Thousand Dollars **(\$280,000.00)**
of lawful money of Canada calculated at the rate of

Seventy Thousand Dollars **(\$70,000.00)**
per acre, with normal municipal services available in the road allowance.

The Purchaser submits
Twenty Eight Thousand Dollars **(\$28,000.00)**
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.

2. 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.

3. 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.

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, 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 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.

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.

6. 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.

8. 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.

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. 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.

11. 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.

12. 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.

13. 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.

14. Schedules A, B, C, & D attached hereto form part of this Agreement.




15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 30th day of June, 2020, 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 15 day of 05, 2020.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:
Alban Kozhani

) **2448622 ONTARIO CORPORATION.**

) Purchaser

)

)

)

)

) **Signature of Signing Officer**

) Name: Ardion Kozhani

) Title: President

) I have authority to bind the Corporation



ACCEPTANCE

The Vendor accepts the above Agreement.

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 R-Plan Outlining Property in Red"
Schedule "D" attached - "Additional Conditions for the Purchaser's Benefit"

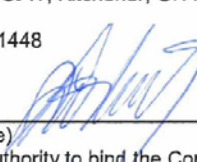


SCHEDULE "A"

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

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**

Industrial Park Name & Phase & Section:	Innovation Park, Phase I, Part Block 3
Lot & Conc./Part No./Block, etc.; Acres:	Part Block 3, on Plan 33M-544
Name, Address, Postal Code of Purchaser:	2448622 Ontario Corporation
Local Company: Yes No	
Intended Use of Building - (Describe):	Manufacturing of Steel Studs
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Steel Studs, Track, U Channel, Corner Bead
Number of Employees Anticipated: ✓	8+ (Full Time)
Number of Square Feet of Building Proposed:	26,000 square feet
Number of Square Feet in Property Purchase:	174,240 square feet
Proposed Building Coverage as % of Lot Area:	14.9 percent (14.9 %)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
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
Purchaser's Lawyer - Name, and Address:	Schmidt Law Office, c/o Michael Schmidt 1108- 305 King St W, Kitchener, ON N2G 1B9
Telephone:	519-578-1448
Purchaser's Executive Completing this Form: <u>Ardion Kozhani</u> <u>President</u> <u>2448622 Ontario Corporation</u>	 _____ (signature) I have authority to bind the Corporation <i>May 10/5/2010</i>

Ed Holder, Mayor

Catharine Saunders, City Clerk

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

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. 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

4. 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.
7. 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.



CLASS 2 SALE

8. 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

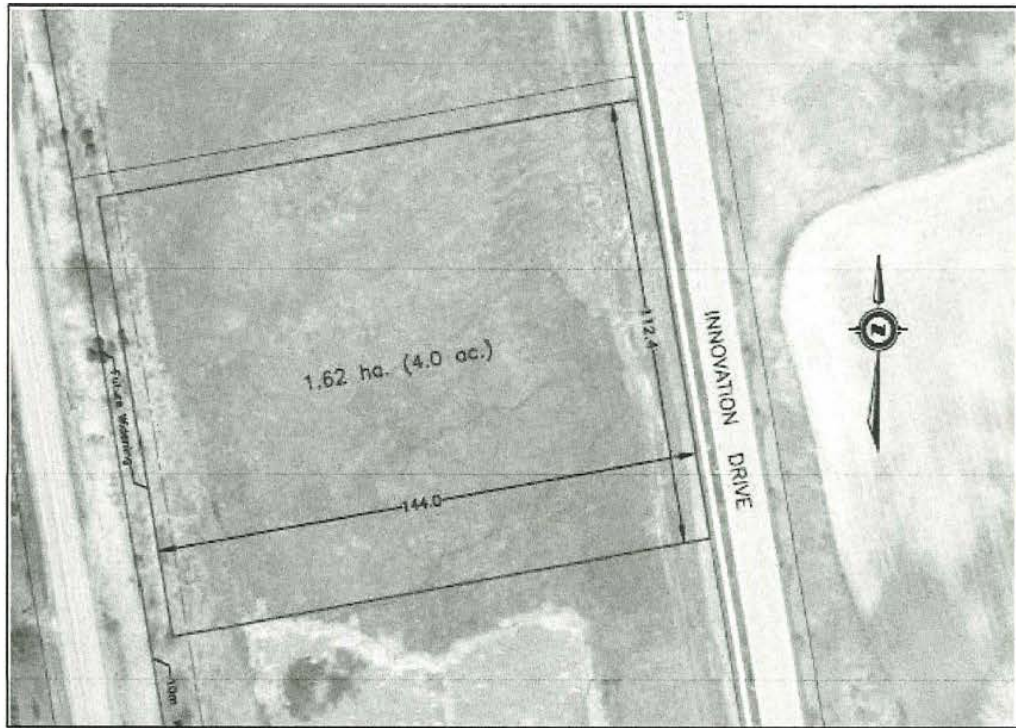
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 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.
18. 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.
21. The cost of service connections from the main to the property line is the responsibility of the purchaser.
22. 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.



SCHEDULE "C"
SUBJECT PROPERTY 4 ACRES



SUBJECT TO FINAL SURVEY

A handwritten signature in blue ink, consisting of stylized initials.

SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramouncy 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 shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, pursuant to 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.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

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.

Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

Building Coverage



The Vendor shall permit a proposed initial building coverage of approximately 14.9 percent (14.9%) in place of the required 15%, as prescribed by clause 5(2) of the present Industrial Land Sale policy.

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.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
 - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it 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.



A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

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Appendix "A"

Access Easement Agreement

OFFER TO GRANT AN EASEMENT AND CONSENT TO ENTER

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "Owner")

- and -

INDWELL COMMUNITY HOMES
(the "Transferee")

434 Elizabeth St

IN CONSIDERATION of the sum of Five Dollars (\$5.00) and other good and valuable consideration, The Corporation of the City of London being the Owner of the Property described as PT LT 4 BLK L PLAN 304(3RD) AS IN LC107313, LC107640, LC111042, LC113975, LC107831, LC108707; PT LTS 5, 6, 7 BLK L PLAN 304(3RD) AS IN LC110839; PT LTS 7, 8, 9, 10 BLK L PLAN 304(3RD) AS IN LC107329; PT LT 11 BLK L PLAN 304(3RD) AS IN LC114691, LC114908; PT LT 12 BLK L PLAN 304(3RD) AS IN LC107373; SAVE & EXCEPT PART 1, PLAN 33R-17467; S/T LC111042, 880357; LOCATED IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING PIN 082810252, DO HEREBY offer to grant to the Transferee:

- a) A Permanent Non-Exclusive Easement on, over and upon the lands shown highlighted in red in Schedule "A" for a permanent easement for ingress and egress for vehicles and pedestrians over the said lands in a form substantially in accordance with Schedule "B" attached (the "Access Easement");

The Owner agrees;

1. That the Access Easement may be accessed by the Transferee on a non-exclusive basis and by its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time hereafter, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid until such time the Access Easement referenced in Schedule "B" is registered on title.
2. To prepare and register the Access Easement document in a form substantially in accordance with Schedule "B".

The Transferee Agrees;

3. To prepare and deposit, at the Transferee's expense, the Reference Plan showing the Access Easement area shown in Schedule "A". The Transferee shall obtain prior written approval by the Owner prior to depositing the Reference Plan on title.
 4. To indemnify and hold harmless the Owner from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the Transferee, its officers, employees, their servants, tenants, agents, work people, contractors and others arising out of this Consent and registered Access Easement. This provision shall survive and not merge on the registration of the Access Easement.
 5. The Transferee agrees to reimburse the Owner directly for any and all costs associated with illegal dumping on the Property which may include but not be limited to debris, garbage, mattresses, and furniture which are directly associated to the Access Easement and/or uses and activities at the Transferee's property (the "Dumping Charge"). This provision shall survive and not merge on the registration of the Access Easement.
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Appendix "A" Cont'd
Access Easement Agreement

Payment for any Dumping Charge(s) shall be made payable to the Owner at the following address:

The Corporation of the City of London
Attn: Manager of Municipal Law Enforcement Services
Parking Services
824 Dundas Street, London ON N6A 4L6

- C) The Owner and the Transferee hereby covenant that they shall perform and observe the covenants, provisos, and stipulations contained in the Offer to Grant an Easement and Consent to Enter and Access Easement.

DATED at London this _____ day of _____, _____.

SIGNED, SEALED & DELIVERED

in the presence of

Witness: _____

) INDWELL COMMUNITY HOMES
) TRANSFEREE

)
)
)
)

) Signature of Signing Officer
) Name: Alice Plug-Buist
) Title: President
) I have authority to bind the Corporation

The Corporation of the City of London hereby accepts the above Grant of Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix "A" Cont'd
Access Easement Agreement

SCHEDULE "A"



Subject to Final Survey

Appendix "A" Cont'd **Access Easement Agreement**

SCHEDULE "B"

THIS EASEMENT made this ___ day of _____, 2020.

TRANSFER OF EASEMENT, ACCESS ROADWAY

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferor")

- and -

INDWELL COMMUNITY HOMES

(Hereinafter called the "Transferee")

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee, in perpetuity, a non-exclusive easement for ingress and egress by vehicles and pedestrians over the said lands;

NOW THEREFORE WITNESSETH that in consideration of FIVE DOLLARS (\$5.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby by it acknowledged), the Transferor DOTH TRANSFER unto the Transferee, its successors and assigns, forever, a non-exclusive right use and as appurtenant to the lands in the ownership of the Transferee and described as **Firstly:** PART OF LOTS 5 & 6, BLOCK L, PLAN 304(3RD) DESIGNATED AS PARTS 3, 4 & 5 ON 33R-4443; LONDON BEING PIN 082810249 and **Secondly:** PT LTS 6 & 7 BLK L PLAN 304(3RD), PTS 6, 7, 8 33R4443; LONDON BEING PIN 082810148 and **Fourthly:** PT LT 4 BLK L PLAN 304(3RD) AS IN LC107313, LC107640, LC111042, LC113975, LC107831, LC108707; PT LTS 5, 6, 7 BLK L PLAN 304(3RD) AS IN LC110639; PT LTS 7, 8, 9, 10 BLK L PLAN 304(3RD) AS IN LC107329; PT LT 11 BLK L PLAN 304(3RD) AS IN LC114891, LC114908; PT LT 12 BLK L PLAN 304(3RD) AS IN LC107373; SAVE & EXCEPT PART 1, PLAN 33R-17467; LONDON CITY OF LONDON BEING PIN 082810252 in, through and over part of the lands of the Transferor situate in the City of London, County of Middlesex, described as PT LT 4 BLK L PLAN 304(3RD) AS IN LC107313, LC107640, LC111042, LC113975, LC107831, LC108707; PT LTS 5, 6, 7 BLK L PLAN 304(3RD) AS IN LC110639; PT LTS 7, 8, 9, 10 BLK L PLAN 304(3RD) AS IN LC107329; PT LT 11 BLK L PLAN 304(3RD) AS IN LC114891, LC114908; PT LT 12 BLK L PLAN 304(3RD) AS IN LC107373; SAVE & EXCEPT PART 1, PLAN 33R-17467; LONDON CITY OF LONDON BEING PIN 082810252 designated and Part ___ on 33R-____) (hereinafter referred to as the "Easement Lands") for the purposes of vehicle and pedestrian access.

TOGETHER WITH the non-exclusive-right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the easement lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid.

THE TRANSFEROR COVENANTS that no building or other structure shall be erected on or over the easement lands without the written consent of the Engineer of the City of London.

THE TRANSFEROR FURTHER COVENANTS that it has the right to transfer the rights, liberties, privileges and easements hereby transferred and will execute such further assurances as may be requisite to give full effect to this transfer.

THE TRANSFEREE COVENANTS AND AGREES to reimburse the TRANSFEROR directly for any and all costs associated with illegal dumping on the Easement Lands which may include but not be limited to debris, garbage, mattresses, and furniture which are directly associated to the Access Easement and/or uses and activities at the Transferee's property.

THE TRANSFEREE COVENANTS & AGREES that no changes to the existing grade of the

Appendix "A" Cont'd
Access Easement Agreement

Easement Lands shall be permitted by the Transferee and the Easement Lands shall be in an 'as is' condition at time of the registration of this easement. The Transferee further acknowledges and agrees that parking, loading, or storage, is not permitted on the Easement Lands at any time by the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them and the access for 423 English Street and 425 English Street shall not be restricted or blocked at any time over the Easement Lands.

THE TRANSFEREE COVENANTS AND AGREES that in the event the TRANSFEREE sells, conveys, transfers, assigns all or part of the Transferee's lands which are benefitted by the Access Easement herein (the "Transfer"), the Transferee agrees to pay the Transferor the fair market value (the "Fair Market Value") for the Access Easement within ninety (90) days of the Transfer date. The fair market value for the Access Easement lands shall be determined by the Transferor using a formula by multiplying the land rate per acre established by the Transferor for the Transferor's lands multiplied by the total area of the Access Easement and multiplied by seventy five percent (Fair Market Value = Land Rate Per Acre X Access Easement Area X 75%). This clause will remain applicable to the Transferee at the time of the registration of this easement.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

IN WITNESS WHEREOF the Transferee, 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 _____ day of _____, 2020.

SIGNED, SEALED & DELIVERED) INDWELL COMMUNITY HOMES
) TRANSFEREE
in the presence of)
)
)
)
)
_____ Witness:) _____) Signature of Signing Officer) Name: Alice Plug-Buist) Title: President) I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor
