

**APPENDIX "B"**

**Agreement of Purchase and Sale**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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**CLASS 1 SALE**

THIS INDENTURE dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**2311643 ONTARIO INC.**

Address: 27 Broadfield Drive, Etobicoke, Ontario, Canada M9C 1L4

hereinafter called the **PURCHASER**

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 and Phase II, in the City of London, in the County of Middlesex, in the City of London, in the County of Middlesex, containing approximately eight (8) acres, more or less subject to final survey, located on the west side of Innovation Drive, and being composed of **Firstly:** Part of Block 3 in Plan 33M-544 and more specifically shown as Part 4 and Part 5 in 33R-20743 and being part of PIN 08197-0292 and **Secondly:** Part of Block 17 in Plan 33M-544 and more specifically shown as Part 6 in Plan 33R-20743 being Part of PIN 08197-0125 and **Thirdly:** Part of Concept Drive (as closed by By-Law No. S-5696-7 registered as Ins. ER963777) in Plan 33M-544 and more specifically shown as Part 18 in Plan 33R-20743 and being Part of PIN 08197-0134 and **Fourthly:** Part of Block 16 in 33M-544 and shown more specifically as Part 10 in Plan 33R-20743 and being part of PIN 08197-0124 and **Fifthly:** Part of Block 1 in Plan 33M-592 and shown more specifically as Part 17 in Plan 33R-20743 and being part of PIN 08197-0143 and **Sixthly:** Part of Block 1 in Plan 33M-592 being part of PIN 08197-0143 and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

**Five Hundred and Sixty Thousand Dollars** **(\$560,000.00)**  
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  
**Fifty Six Thousand Dollars** **(\$56,000.00)**  
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

## APPENDIX "B"

### Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
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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.

**APPENDIX "B"**

**Agreement of Purchase and Sale Cont'd**

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15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 30<sup>th</sup> day of August, 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 \_\_\_\_\_ day of Jul 27, 2020, 2020.

SIGNED, SEALED & DELIVERED

in the presence of

Witness:

) 2311643 ONTARIO INC.

) Purchaser

)

)

)

) Leeanne Murray

) Leeanne Murray (Jul 27, 2020 12:07 EDT)

) Signature of Signing Officer

) Name: Leeanne Murray

) Title: Owner

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

REALTOR: Michael Yull, Vice President, Advisory & Brokerage Services  
Cushman and Wakefield Brokerage  
1 Prologis Boulevard, Suite 300  
Mississauga, ON L5W 0G2

**APPENDIX "B"**

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**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 and II
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 3 in Plan 33M-Part of Block 17 in Plan 33M-544 Part of Concept Drive (as closed by By-Law No. S-5696-7 registered as Ins. ER963777) in Plan 33M-544, Part of Block 16 in 33M-544, Part of Block 1 in Plan 33M-592, Part of Block 1 in Plan 33M-59 (8 Acres)
Name, Address, Postal Code of Purchaser:	2311643 ONTARIO INC.
Local Company: Yes <u>No</u>	
Intended Use of Building - (Describe):	Fabric/Geotextile Conversion. Manufacturing of lawn, garden and safety construction products, ancillary office and warehouse use.
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Plastic fence for garden, snow and safety uses, including caution tape.
Number of Employees Anticipated:	50 (Full Time)
Number of Square Feet of Building Proposed:	60,000+ square feet
Number of Square Feet in Property Purchase:	348,480 square feet
Proposed Building Coverage as % of Lot Area:	17.2 percent (17.2 %)
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:	Michael McBride McBride Wallace Laurent & Cord LLP Barristers & Solicitors 5464 Dundas Street West, Suite 200 Toronto, Ontario, M9B 1B4
Telephone:	416-231-6555 x 235
Purchaser's Executive Completing this Form: <u>Leeanne Murray</u> <u>Owner</u> 2311643 ONTARIO INC.	<u>Leeanne Murray</u> <small>Leeanne Murray (Jul 27, 2020 15:07 EDT)</small> _____ (signature) I have authority to bind the Corporation

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

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

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AGREEMENT OF PURCHASE AND SALE  
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#### 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 19 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 19 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.

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#### 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.

**APPENDIX "B"**

**Agreement of Purchase and Sale Cont'd**

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**SCHEDULE "C"**  
**SUBJECT PROPERTY 8 ACRES**



**SUBJECT TO FINAL SURVEY**

## APPENDIX "B"

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#### 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.



## APPENDIX "B"

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Reference Plan

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

#### Purchase Price Adjustments

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 8 acres multiplied by \$70,000 per acre. If the actual size of the Property is different 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 existing easement benefitting London Hydro (the "London Hydro Easement") over a portion of lands described as Part 5 in Plan 33R-20743 which is registered on title as instrument ER602322. This condition shall survive and not merge on the completion of this transaction.

#### 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.

#### Requirement for Sewage Sampling Manholes

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

#### 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 two (2) business days of being requested to do so by the Purchaser.

#### 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.

#### 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

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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.

#### **Urban Design Guidelines for Innovation Park**

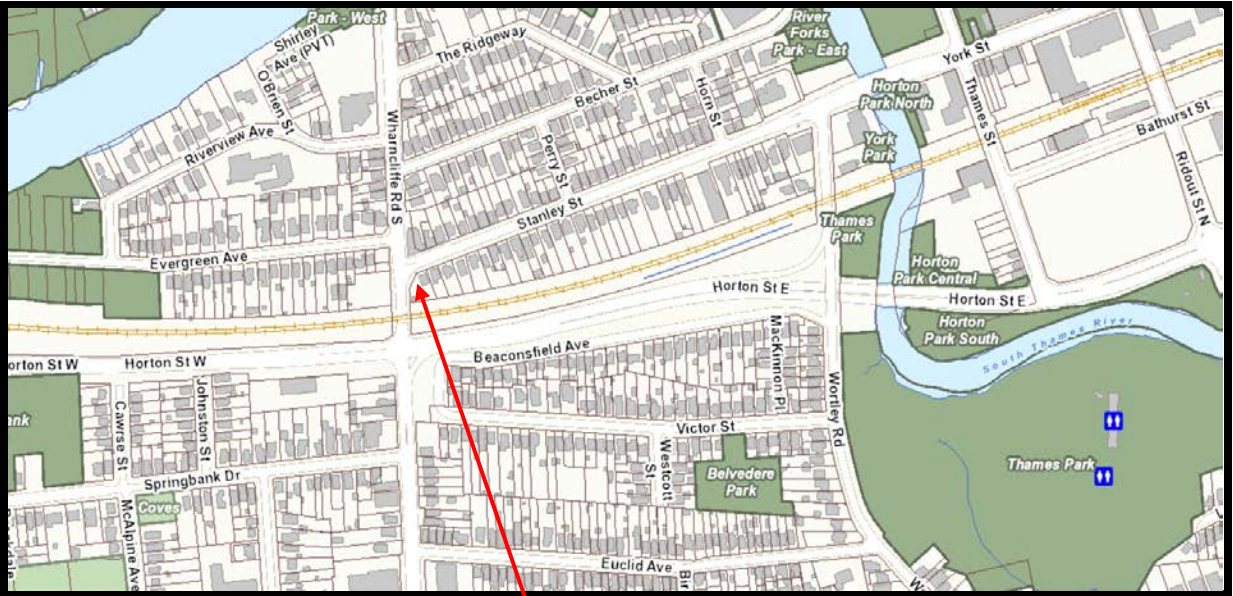
A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

#### **ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES**

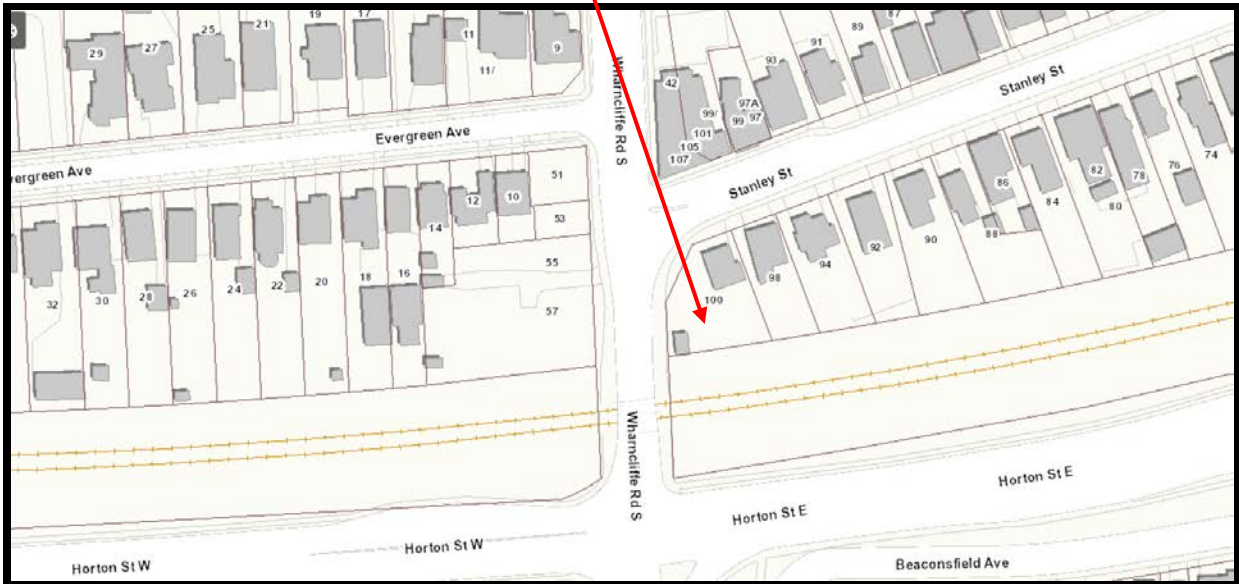
##### **Special Provisions of Innovation Park Subdivision Agreement**

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.

**APPENDIX "B"  
LOCATION MAP**



**100 STANLEY STREET**



**Appendix "E"**  
**Settlement Agreement**

THIS SETTLEMENT AGREEMENT made this \_\_\_\_ day of July, 2020.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

**NANCY ELLEN DUFF FINLAYSON**  
(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is in possession of the property described in Schedule "A" hereto, subject to Section 39 of the *Expropriations Act*, R.S.O., 1990, c E.26, as amended;

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto (the "Expropriation");

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owner on or about the 17<sup>th</sup> day of March, 2020;

AND WHEREAS the City previously offered (on a without prejudice basis) the Owner compensation in the sum of \$500,000.00;

AND WHEREAS the Owner and the City wish to resolve the compensation to which the Owner is entitled to pursuant to the provisions of the Act and arising out of the Expropriation;

WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

**1.00 SETTLEMENT**

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the total sum of Five Hundred Thousand Dollars (\$500,000.00), together with any other compensation and rights set out in Schedules "B", "C" and "D" as the full, final and complete settlement of all claims of the Owner, including a section 25 offer of compensation, fair market value of the lands, injurious affection, disturbance damages, business loss and interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.03 The Owner directs the City to allocate the payment of the sum of \$500,000.00 referred to in paragraph 1.02 above, together with any other compensation and rights set out in Schedules "B", "C" and "D" to the Owner.

1.04 **SCHEDULE(S)**: The following Schedules form part of this Agreement:

Schedule "A" Legal Description  
Schedule "B" Additional Terms and Conditions  
Schedule "C" Items to be considered for removal from dwelling, subject to Clause 11 of Schedule "B".  
Schedule "D" Items available for removal from dwelling

**2.00 RELEASE**

2.01 The Owner hereby forever releases and discharges City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the Expropriation including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of the Expropriation with the specific exception of liability for loss or damage arising from negligent acts of the City, its officers, agents, servants, employees and contractors undertaking works on the reconstruction, installation of services and widening of Wharncliffe Road.

**3.00 BINDING EFFECT**

3.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.

**4.00 GOVERNING LAW**

4.01 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and each of the Parties hereto hereby attorn to the jurisdiction of the Courts in London.

**5.00 PAYMENTS**

5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be available to be advanced to the Owner, upon written request by the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.

5.02 The payment(s) referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders, and shall be subject to adjustments.

**6.00 CLOSING DATE**

6.01 Notwithstanding a vacant possession date of July 31, 2020, was established in accordance with the provisions of the Expropriations Act, the parties agree to extend the possession date to November 1, 2020.

6.02 The parties agree that the extension of the possession date set out in 6.01 above, shall not result in the Owner becoming a Tenant of the City as defined in the Residential Tenancies Act.

IN WITNESS WHEREOF the Owner has duly executed this Agreement as of the 20<sup>th</sup> day of July, 2020.

Paul Lebeli  
Witness:

Nancy Ellen Duff Finlayson  
Nancy Ellen Duff Finlayson

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. \_\_\_\_\_ of the Council of the Corporation of the City of London passed on \_\_\_\_ day of \_\_\_\_\_, 2020.

THE CORPORATION OF THE CITY OF LONDON

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

\_\_\_\_\_  
Catherine Saunders, City Clerk

**SCHEDULE "A"**

Part of Lots 17 and 18, Plan 427(4<sup>th</sup>) in the City of London, County of Middlesex, described as Parts 1 and 2 on PLAN ER1291120, Subject to a Right of Way over Part 2 on PLAN ER1291120, being all of PIN 08324-0002(LT)

**SCHEDULE "B"**

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **REPLACEMENT PROPERTY:** The City agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one and one half (1½) years of the date of possession.
3. **SECTION 13 OF THE EXPROPRIATIONS ACT:** Pursuant to section 13 of the *Expropriations Act* the City agrees pay to the Owner disturbance damages in the amount of \$7,500.00. This disturbance damage in the amount of \$7,500.00 is conditional on the Owner providing vacant possession no later than November 1, 2020.
4. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the City shall pay to the Owner an allowance of 5 per cent of the compensation payable in respect of the market value of the lands herein, reflecting an amount of \$25,000 for disturbance.
5. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the City agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
6. **RIGHT OF INSPECTION:** The City or an agent of the City shall be entitled to enter and inspect the property including all dwellings and buildings prior to the Owner giving up vacant possession.
7. **REBATE OF LAND TRANSFER TAX:** The Owner will be responsible to apply to the Ministry of Revenue for an exemption to the payment of the Land Transfer Tax in the amount of the replacement property costs up to but not exceeding the amount of the herein purchased property.
8. **POSSESSION OF LANDS:** The Owner is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the City. The Owners shall be responsible to pay those costs associated with the use of the subject lands, which costs shall include all utility charges and all other expenses that if unpaid could become an encumbrance on the lands and shall pay such costs up to the date that vacant possession is given to the City.
9. **VACANT POSSESSION:** The Owner agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.
10. **RIGHT OF FIRST REFUSAL:** Provided that if the dwelling is relocated by the City, the parties agree that the City may sell the relocated dwelling to a third party, subject to a Right of First Refusal in favour of the Owner herein. The Purchaser agrees to give the Vendor thirty (30) calendar days to match the offer from a third party for the relocated dwelling on the same terms and conditions as were offered by the third party. If the Vendor does not accept the offer within the thirty (30) calendar day period, the Purchaser shall be free to accept the third party offer and complete the transaction.
11. **CONDITIONAL OPTION TO SALVAGE ITEMS:** Provided that if the Purchaser does not relocate the dwelling as provided for in clause 10 above, the Purchaser shall provide the Vendor the opportunity to remove and salvage those articles set out in Schedule "C", subject to such terms and conditions as may be specified by Council and subject to any terms and conditions of any requirements under the Ontario Heritage Act, RSO 1990, Chapter O.18, relating to the cultural heritage value or interest of the property. The Purchaser shall give the Vendor written notice of the decision not to relocate the dwelling, and included in such notice the Purchaser shall advise the Vendor of any terms and conditions relating to the removal and salvage of any of the articles set out in Schedule "C". The Purchaser shall allow the Vendor a maximum of sixty (60) calendar days to remove any those items set out in Schedule "C", at the sole expense of the Vendor, provided such items meet the terms and conditions, if any, specified by Council.
12. **REVERSION:** Provided that if the Purchaser does not proceed with the Wharnccliffe Road South widening project, in whole or in part, and such action results in the dwelling not being required to be relocated as referred to in clause 10 above, or to be removed, as referred to in clause 11 above, then the parties agree that the Purchaser shall give the Vendor thirty (30) calendar days to decide on whether to repurchase the dwelling for the same consideration set out in this offer. Upon the expiry of the thirty (30) calendar days the Purchaser shall be at liberty to sell the dwelling to a third party.

#### **SCHEDULE "C"**

The Vendor may, subject to the conditions set out in clause 11 of Schedule "B", be permitted to remove any or all of the following items, subject to such terms and conditions as may be specified by Council and subject to any terms and conditions of any requirements under the Ontario Heritage Act, RSO 1990, Chapter O.18, relating to the cultural heritage value or interest of the property.

1. The hallway and dining area lights
2. The fireplace and mantel
3. The keyhole window
4. Pocket doors and glass doors
5. Staircase and newel posts
6. Some of the window and door mouldings and some baseboards
7. 4 gas light fixtures
8. The front door
9. The stained glass windows (Note there are three)
10. The wooden doors to the closets and to the basement
11. The upstairs Oriole window
12. The Heritage Plaque
13. The three small windows on the east side of the house

#### **SCHEDULE "D"**

1. Bathtub
2. kitchen shelves
3. Mirror in bathroom
4. Bell from Italy



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

Chair and Members  
Corporate Services Committee

#20119  
August 10, 2020  
(Property Acquisition)

**RE: Property Acquisition Settlement Agreement**  
**100 Stanley Street (Subledger LD190014)**  
**Capital Project TS1355-1 - Wharncliffe Rd. - Becher St. to Springbank Drive**  
**Nancy Ellen Duff Finlayson**

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

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

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$4,600,000	\$2,421,906		\$2,178,094
Land Acquisition	4,633,750	2,046,787	592,247	1,994,716
Construction	28,312,500	354,309		27,958,191
Relocate Utilities	3,750,000	1,145,143		2,604,857
City Related Expenses	100,000			100,000
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$41,396,250</u></b>	<b><u>\$5,968,145</u></b>	<b><u>\$592,247</u></b> 1)	<b><u>\$34,835,858</u></b>
<b>SOURCE OF FINANCING</b>				
Capital Levy	77,800	77,800		0
Debenture By-law No. W.-5569-376	3) 14,432,233	2,120,684	220,766	12,090,783
Drawdown from Industrial Oversizing R.F.	26,200	26,200		0
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 18,286,842	3,743,461	371,481	14,171,900
Debenture By-law No. W.-5569-376 (Serviced through City Services - Roads Reserve Fund (Development Charges))	2&3) 6,173,175			6,173,175
Other Contributions	2,400,000			2,400,000
<b>TOTAL FINANCING</b>	<b><u>\$41,396,250</u></b>	<b><u>\$5,968,145</u></b>	<b><u>\$592,247</u></b>	<b><u>\$34,835,858</u></b>

1) Financial Note:

	<u>TOTAL</u>
Purchase Cost	\$500,000
Add: Disturbance Allowance	32,500
Add: Land Transfer Tax	6,475
Add: Legal Fees, Appraisal, etc.	46,500
Add: HST @13%	65,000
Less: HST Rebate	(58,228)
Total Purchase Cost	<u>\$592,247</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

**NOTE TO CITY CLERK**

3) The City Clerk be authorized to increase Debenture By-law No. W.-5569-376 as amended by By-law No. W.-5569(a)-19 by \$19,280,576 from \$1,324,832 to \$20,605,408.

lp

  
 Jason Davies  
 Manager of Financial Planning & Policy