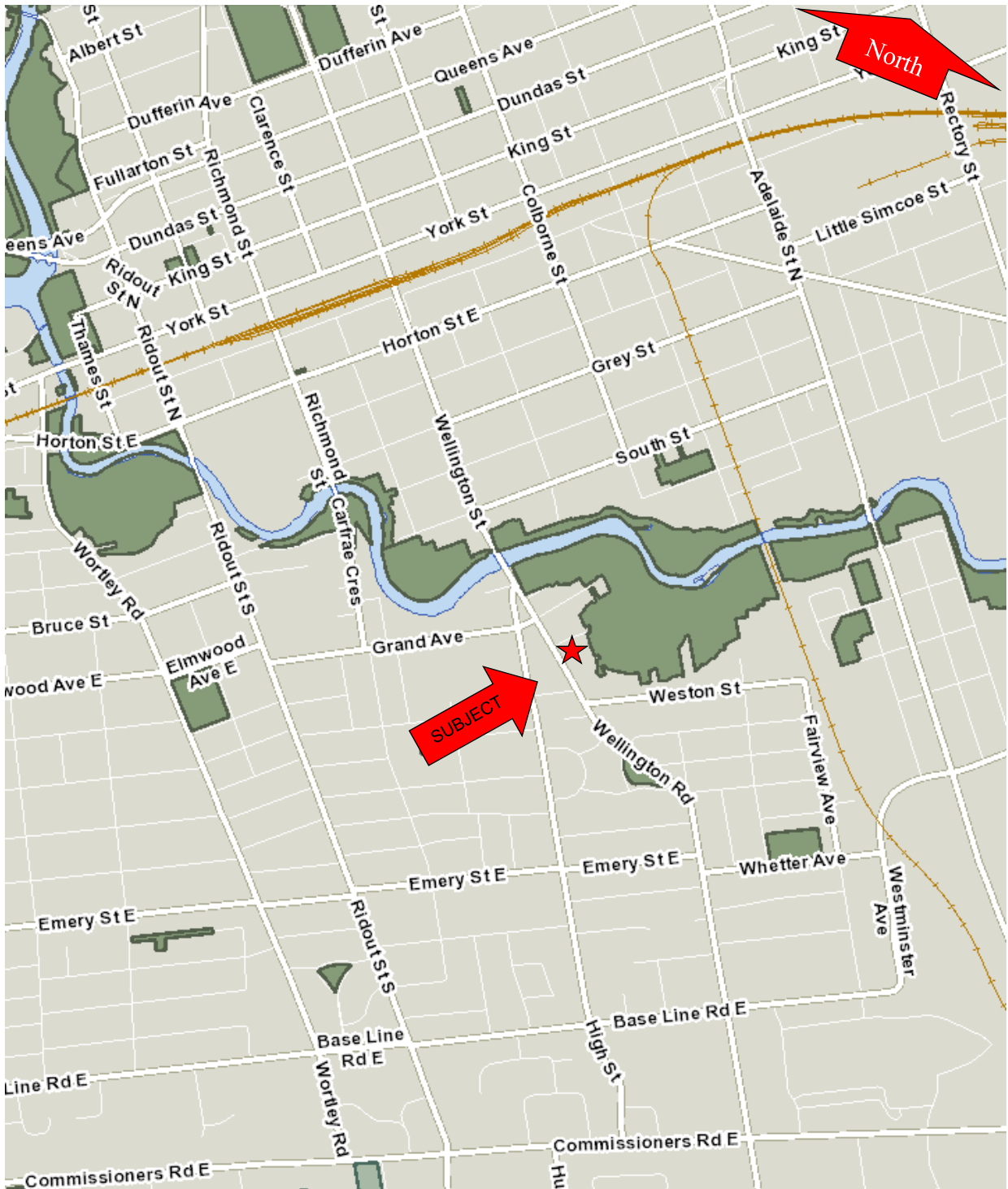


# Location Map



## APPENDIX "A" SOURCE OF FINANCING REPORT

APPENDIX "A"  
CONFIDENTIAL

Chair and Members  
Corporate Services Committee

#20155  
November 16, 2020  
(Property Acquisition)

**RE: Property Acquisition - 92 Wellington Road - Wellington Gateway Project  
(Subledger LD200062)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
92 Wellington Road**

**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, with the concurrence of the Managing Director, Environmental and Engineering Services, the Director, Rapid Transit, on the advice of the Manager of Realty Services, 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>
Land Purchase	\$7,572,900	\$3,697,861	\$372,755	\$3,502,284
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$7,572,900</u></b>	<b><u>\$3,697,861</u></b>	<b><u>\$372,755</u></b> 1)	<b><u>\$3,502,284</u></b>
 <b><u>SOURCE OF FINANCING</u></b>				
Capital Levy	\$787,582	\$384,578	38,767	364,238
Drawdown from City Services - Roads Reserve Fund (Development Charges) 2)	6,785,318	3,313,283	333,988	3,138,046
<b>TOTAL FINANCING</b>	<b><u>\$7,572,900</u></b>	<b><u>\$3,697,861</u></b>	<b><u>\$372,755</u></b>	<b><u>\$3,502,284</u></b>

1) Financial Note:

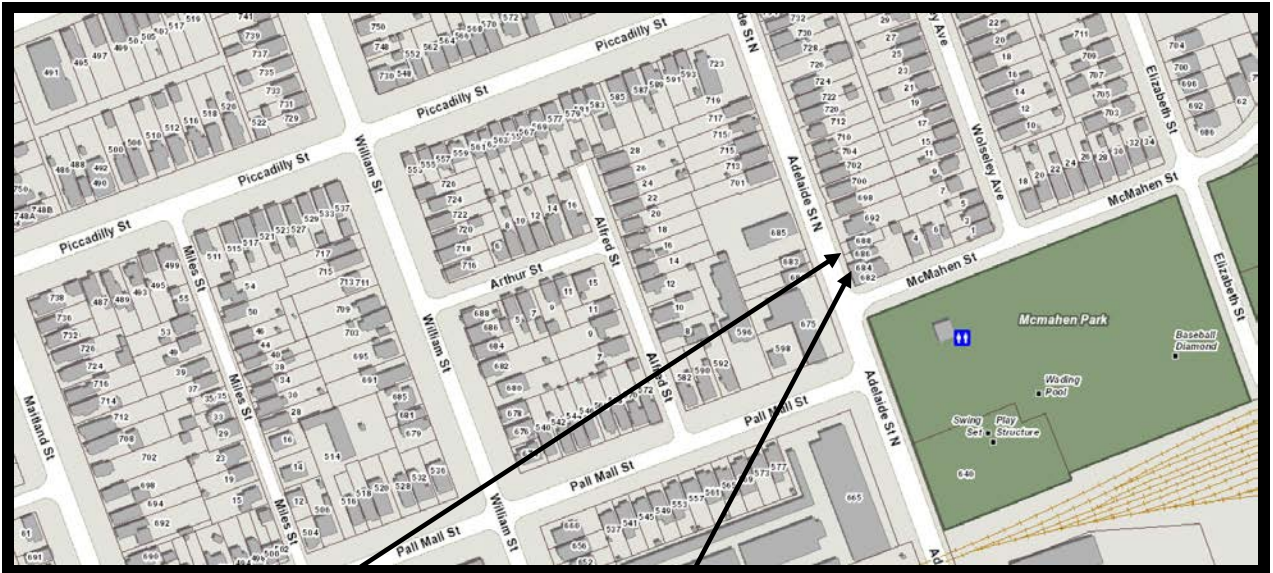
Purchase Cost	\$360,000
Add: Legal Fees	2,500
Add: Land Transfer Tax	3,875
Add: HST @13%	47,125
Less: HST Rebate	<u>(40,745)</u>
Total Purchase Cost	<u>\$372,755</u>

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

kw

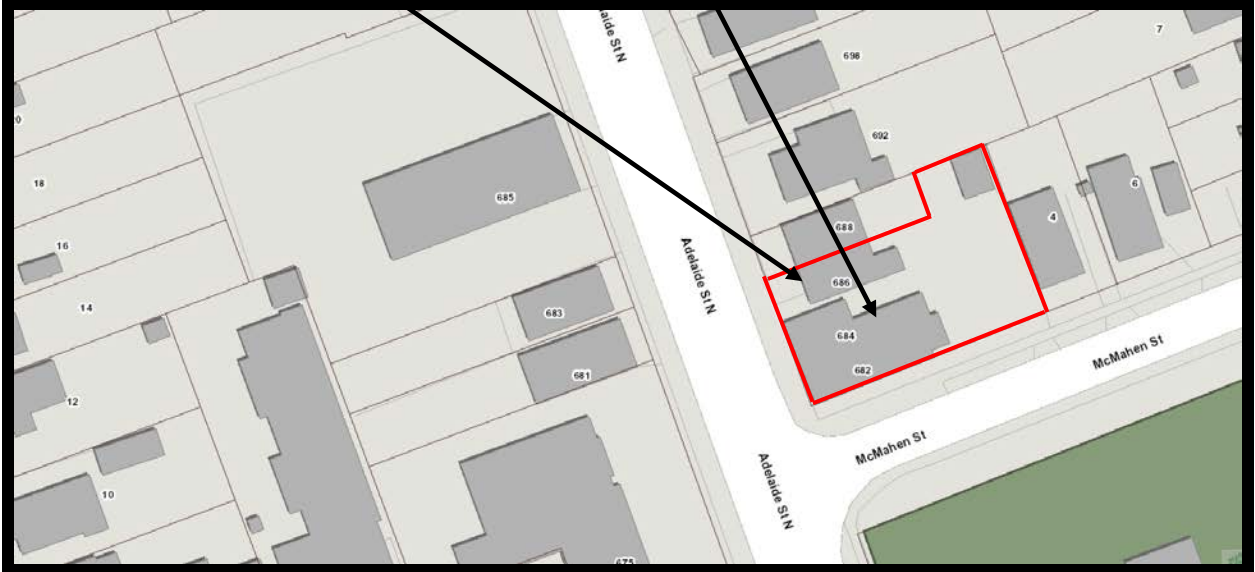
  
 Jasor Davies  
 Manager of Financial Planning & Policy

# Location Map



**686 Adelaide Street**

**682/684 Adelaide Street**



## Schedule "A" Settlement Agreement

THIS SETTLEMENT AGREEMENT made this      day of October, 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 -

**FRANK & GUS PIZZA INC.**  
(hereinafter referred to as the "Owner")

OF THE SECOND PART

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 Owners.

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

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 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;

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 682-686 Adelaide Street North;

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 TERMS**

- 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 sum of Seven Hundred and Seventy Five Thousand Dollars (\$775,000.00) representing any and all property related claims arising out of or in any way connected with the Expropriation, including the fair market value of 682-684 Adelaide Street North, any disturbance damages, damages for any difficulties in relocation in respect of the lands and interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.03 The City shall pay to the Owner the sum of Four Hundred and Twenty Thousand Dollars (\$420,000.00) representing any and all property related claims arising out of or in any way connected with the Expropriation, including the fair market value of 686 Adelaide Street North, any disturbance damages, damages for any difficulties in relocation in respect of the lands and interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.04 In addition, the City shall advance to the Owner the further sum of Five Hundred and Thirty Thousand Dollars (\$530,000.00) representing the fair market value of the business operated as Frank & Gus Pizza Inc., and includes any and all claims for damages attributable to disturbance, business losses, loss of goodwill, damages for any special difficulties in relocation, interest or costs in respect of the Land taken.
- 1.05 The Owner directs the City to allocate the total compensation in the sum of One Million Seven Hundred and Twenty Five Thousand Dollars (\$1,725,000.00) and which represents full compensation for all claims under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended on the basis set out in paragraphs 1.02, 1.03 and paragraph 1.04.
- 1.06 The Parties acknowledge and agree that this Agreement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
- 1.07 **SCHEDULE(S):** The following Schedules form part of this Agreement:
  - Schedule "A" Legal Description
  - Schedule "B" Additional Terms and Conditions
  - Schedule "C" Full and Final Release

**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 Adelaide Street North.
- 2.02 The Owner shall execute a Full and Final Release (the "**Release**") in the form attached hereto as **Schedule "C"**.

**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.
- 3.02 City staff have confirmed they are taking a report to City Council recommending the settlement, however, the decision to settle is subject to obtaining formal instructions from City Council.

**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.
- 5.03 HST: If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

**6.00 CLOSING DATE**

- 6.01 Notwithstanding a vacant possession date will be established in accordance with the provisions of the Expropriations Act, the parties agree to a possession date of December 15, 2020.

**7.00 LEGAL COSTS:**

- 7.01. As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal costs, including fees, disbursements and applicable taxes, to complete this settlement, subject to the right on the part of City to refer the matter of costs to assessment by the local assessment officer.

**8.00 DISPOSAL OF EXPROPRIATED LANDS**

- 8.01. The Owner agrees that the City shall not be required to offer the Owner the first chance to repurchase any remaining lands which the City decides are surplus to the City's needs. The City shall have the right to over-ride the rights accorded to the Owner under Section 42 of the Act.

**9.00 GENERAL PROVISIONS OF CONTRACT**

- 9.01 The parties agree that the terms of these Minutes are contractual, are not a mere recital and any breach

of these terms may be enforced against the defaulting party by a legal proceeding, including, but not limited to, a claim for an injunction or other mandatory order where and to the extent that damages would be an inadequate remedy for the default.

- 9.02 It is understood and agreed that the fact and terms of these Minutes and the settlement underlying it, including the negotiations between the parties which led up to it, will be held in strict confidence and will not be divulged, disclosed, communicated or published by the parties hereto unless deemed essential on auditors' or accountants' advice, or for the purpose of any judicial or legal proceeding in which case the fact that the settlement is made without any admission of liability will receive publication contemporaneously. The parties will not publish any articles, press releases or make any public statements about the matters settled herein.
- 9.03 The parties agree that where one or more provisions of these Minutes are found to be invalid, unenforceable, or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of these Minutes shall be deemed to be severable from the provisions so found and shall remain in full force and effect.
- 9.04 The parties shall make, do, and deliver all things required to implement this settlement and shall cooperate with one another as required in order to give effect to this settlement.

**10.00 POSSESSION DATE**

10.01 It is hereby acknowledged that the City has expropriated the lands in their entirety and in accordance with the provisions of the *Expropriations Act* and has established a vacant possession date of December 15, 2020. Possession shall be provided on this date, or such earlier date as the Parties agree to in writing.

TC


10.02 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.~~

**11.00 COMPLETE AGREEMENT**

- 11.01 The parties agree that these Minutes and the Release constitute the entire agreement between the parties and supersedes all oral or written agreements, arrangements, representations, or understandings. These Minutes shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.02 By signing these Minutes, the parties acknowledge that they have carefully read these Minutes, have had the opportunity to seek the advice of a lawyer as to the nature and effect of these Minutes, understand all of the terms in these Minutes, and have executed these Minutes voluntarily and with knowledge of the consequences thereof.

Given under my/our hand and seal, (or, in witness whereof the vendor hereto has hereunto caused to be affixed its corporate seal attested by the hands of its proper signing officers, as the case may be) this 28<sup>th</sup> day of October, 2020.

FRANK & GUS PIZZA INC.

Per: 

Name: Vincent LaBarbera

Title: President

*I Have Authority to Bind the Corporation*

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

UP

**SCHEDULE "A"**

Part of lot 4, Plan 166 (3<sup>rd</sup>),  
in the City of London, County of Middlesex,  
designated Part 1 on PLAN ER1323285  
being all of PIN 08279-0062 (LT)

UP

**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. **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*.
3. **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.
4. **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.
5. **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.~~
6. **RE-IMBURSEMENT:** The City agrees to re-imburse the Owner for its reasonable costs incurred to terminate the current employees of Frank & Gus Pizza, on or before December 15, 2020, in compliance with the Employment Standards Act, as a holdback provision. The Owner agrees to obtain the pre-approval of the City for the amounts to be provided to its employees.
7. **ADJUSTMENTS:** The parties agree that the Realty Taxes, including local improvement rates, and utilities shall be adjusted effective September 15, 2020.

UP

UP

**SCHEDULE "C"**  
**FULL AND FINAL RELEASE**

IN CONSIDERATION of the payment of the total sum of ONE MILLION SEVEN HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$1,725,000.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 682-686 Adelaide Street, for all claims under the *Expropriations Act*, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages,

**Frank and Gus Pizza Inc.**

hereby releases, indemnifies and forever discharges THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, except legal fees and disbursements, which heretofore may have been or may hereafter be sustained by **Frank and Gus Pizza Inc.** and without restricting the generality of the foregoing from any claim against THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, in connection with the expropriation of land located at 682-686 Adelaide Street, herein "the subject property," in the City of London.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment is deemed to be no admission whatsoever of liability on the part of the said THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees.

IT IS UNDERSTOOD AND AGREED that the City will pay the legal fees incurred by the **Frank and Gus Pizza Inc.** lawyer on the basis that such fees are either agreed or assessed.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim 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* or otherwise provided in the agreement between the mortgagor and mortgagee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release and settlement is intended to cover and does cover not only all now known losses and damages but any future losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this that this release and settlement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

IT IS UNDERSTOOD AND AGREED **Frank and Gus Pizza Inc.** will maintain the confidentiality of this Release or the settlement and will not divulge either directly or indirectly, the terms, details, facts of or related discussion about the Release of settlement to any person, except to resolve the matter of costs in this proceeding, or as may be required by law, including so as to comply with tax obligations.

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims except legal costs and disbursement, and that payment is not to be construed as an admission of liability upon the part of The Corporation of the City of London, by whom liability is expressly denied. It is further understood that as of the date of the release. has received legal advice regarding this release.

**Frank and Gus Pizza Inc.** confirms that it was the sole Owner of the subject property at the time of the expropriation, with authority to direct the City to pay these settlement funds directed below.

AND **Frank and Gus Pizza Inc.** hereby authorizes and directs the releasee to pay the said consideration as follows:

- (a) payment in the amount of \$ 1,725,000.00 payable to **Frank and Gus Pizza Inc.**, in full satisfaction of the Claimant's damages in respect of the above noted expropriation;

IN WITNESS WHEREOF I have hereunto set my hand and seal this 28<sup>th</sup> day of October, 2020.

**Frank and Gus Pizza Inc.**

Per: \_\_\_\_\_

Vincent LaBarbera, President

I have authority to bind the corporation



## Appendix "A" Source of Financing Report

APPENDIX "A"  
CONFIDENTIAL

Chair and Members  
Corporate Services Committee

#20161  
November 16, 2020  
(Property Acquisition)

**RE: Property Acquisition - 682-686 Adelaide Street North  
Adelaide Street CP Rail Grade Separation Project  
(Subledger LD180101)  
Capital Project TS1306 - Adelaide St Grade Separation CPR Tracks  
Frank & Gus Pizza Inc.**

**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, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services 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	\$5,532,920	\$3,033,415		\$2,499,505
Land Acquisition	11,417,080	8,244,995	1,878,532	1,293,553
Construction	16,525,200	4,495,927		12,029,273
Relocate Utilities	5,800,000	589,576		5,210,424
City Related Expenses	100,000	1,098		98,902
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$39,375,200</u></b>	<b><u>\$16,365,011</u></b>	<b><u>\$1,878,532</u></b> 1)	<b><u>\$21,131,657</u></b>
<b><u>SOURCE OF FINANCING</u></b>				
Debenture By-law No. W.-5600(b)-167	\$22,554,171	\$11,798,335	\$1,354,325	\$9,401,511
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 10,987,696	4,566,676	524,207	5,896,813
Other Contributions	5,833,333			5,833,333
<b>TOTAL FINANCING</b>	<b><u>\$39,375,200</u></b>	<b><u>\$16,365,011</u></b>	<b><u>\$1,878,532</u></b>	<b><u>\$21,131,657</u></b>

1) Financial Note:

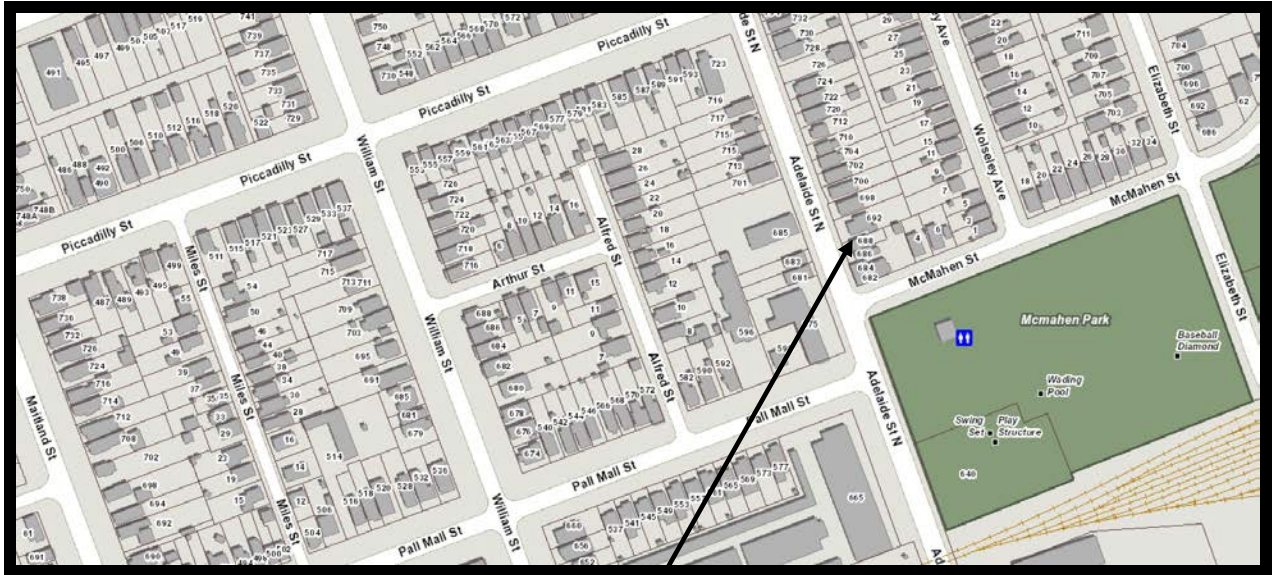
Purchase Cost	\$1,195,000
Add: Fair Market Value of Business	530,000
Add: Disbursements, Legal Fees, Severance etc.	132,500
Add: HST @13%	155,350
Less: HST Rebate	<u>(134,318)</u>
Total Purchase Cost	<u><u>\$1,878,532</u></u>

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

kw

  
\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

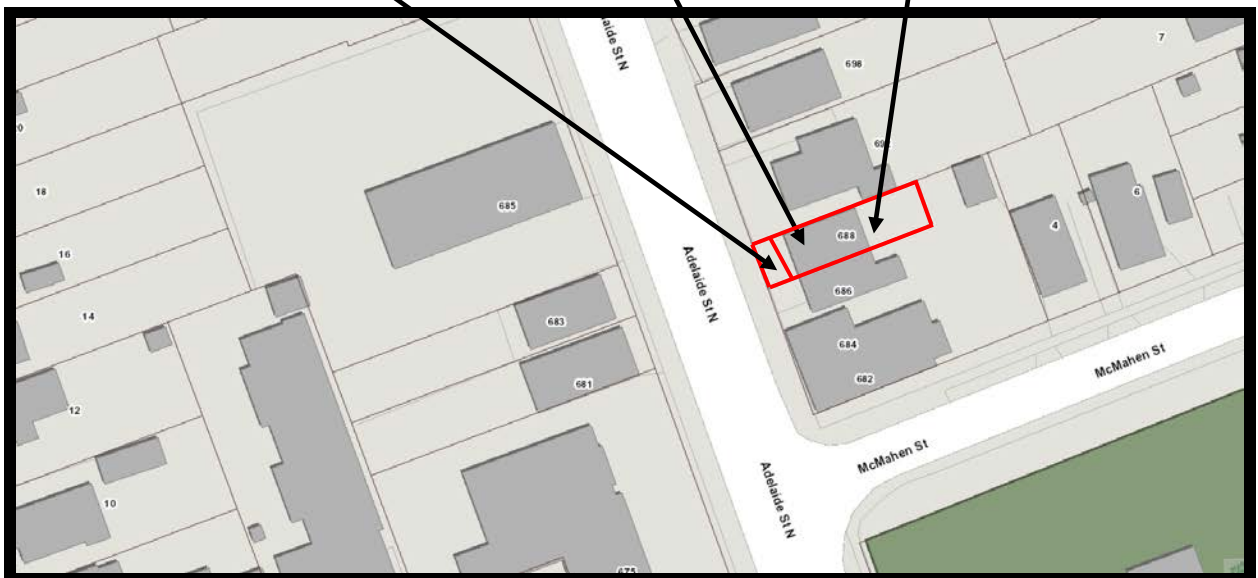
# Location Map



688 Adelaide Street

Expropriated Lands

Remaining lands



## Schedule "A" Settlement Agreement

THIS SETTLEMENT AGREEMENT made this      day of October, 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 -

**1887197 ONTARIO INC.**

(hereinafter referred to as the "Owner")

OF THE SECOND PART

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.

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto (the "Expropriation") and that such lands comprise of a portion of the lands ("the partial taking") comprising of the property known municipally as 688 Adelaide Street North;

AND WHEREAS the remainder lands are described in Schedule "B" hereto and that such lands comprise of the remainder lands, not expropriated ("the remainder lands");

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 this Settlement Agreement applies to the partial taking of lands acquired pursuant to the Expropriations Act, which expropriated lands are described in Schedule "A" attached hereto (the "expropriated lands");

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 688 Adelaide Street North, provided the Owner enters into an Agreement of Purchase of Sale (the "related transaction") for the remainder lands for total compensation of \$413,000.00 as set out in clause 1.03 herein;

AND WHEREAS the Owner and the City wish to resolve the total 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 TERMS**

- 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 sum of \$7,000.00 (herein the "Settlement Amount"), which sum represents the fair market value of the expropriated lands comprising of a portion of the lands known municipally as 688 Adelaide Street North;
- 1.03 The Owner shall enter into an Agreement of Purchase of Sale (the "related transaction") for the remainder lands for a total compensation of \$413,000.00 on the basis that the foregoing Settlement Amount provides the agreed compensation for the expropriated lands described in Schedule "A" and the related transaction provides the agreed compensation for the remainder lands described in Schedule "B".
- 1.04 The Owner directs the City to pay the sum of Seven Thousand Dollars (\$7,000.00) referred to in clause 1.02 above, to the Owner.
- 1.05 The Parties acknowledge and agree that this Agreement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
- 1.06 **SCHEDULE(S):** The following Schedules form part of this Agreement:

Schedule "A" Legal Description of expropriated lands  
Schedule "B" Legal Description of the remainder lands  
Schedule "C" Additional Terms and Conditions

**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 Expropriated lands and the remainder lands including all claims for the market value of the expropriated lands and the market value of the remainder lands and any damages attributable to disturbance, any claims for injurious affection to the remainder lands, business loss and interest, 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 Adelaide Street North.

**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 and the related transaction 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.

5.03 HST: If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

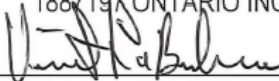
**6.00 CLOSING DATE**

6.01 Notwithstanding a vacant possession date will be established in accordance with the provisions of the Expropriations Act, the parties agree to a possession date of December 15, 2020.

Given under my/our hand and seal, (or, in witness whereof the Owner hereto has hereunto caused to be affixed its corporate seal attested by the hands of its proper signing officers, as the case may be) this

28<sup>th</sup> day of October, 2020.

1887197 ONTARIO INC.

Per: 

Name: Vincent LaBarbera

Title: President

*I Have Authority to Bind the Corporation*

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

UP-

**SCHEDULE "A"**

Part of lot 4, Plan 166 (3<sup>rd</sup>),  
in the City of London, County of Middlesex,  
designated Part 1 on PLAN ER1323318  
being all of PIN 08279-0381 (LT)

UP-

**SCHEDULE "B"**

Part of lot 4, Plan 166 (3<sup>rd</sup>),  
as in Inst. No. 855185  
in the City of London, County of Middlesex,  
save and except Part 1 on PLAN ER1323318  
being all of PIN 08279-0382 (LT)

UP-

**SCHEDULE "C"**

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. **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*.
3. **IRREVOCABILITY:** This Offer together with the Agreement of Purchase of Sale (the "related transaction") for the remainder lands as described in clause 1:03, shall be irrevocable by the Owner until considered by the Council of the Corporation of the City of London at a meeting to be held no later than November 27, 2020, after which date, if not accepted, the Offers shall be null and void.

UP-

**Schedule "B"**  
**Agreement of Purchase and Sale**

**AGREEMENT OF PURCHASE AND SALE**

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

**VENDOR:** 1887197 ONTARIO INC.

**REAL PROPERTY:**

Address: 688 Adelaide Street North, London, Ontario

Location: East side of Adelaide, North of McMahan Street

Legal Description: Part of lot 4, Plan 166 (3<sup>rd</sup>),  
in the City of London, County of Middlesex,  
as in Instrument No. 855185,  
Save and except Part 1 on PLAN ER1323318  
being all of PIN 08279-0382 (LT).

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price of FOUR HUNDRED AND THIRTEEN THOUSAND DOLLARS CDN (\$413,000.00)  
  
payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:  
  
Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than November 27, 2020, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on December 7, 2020, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on December 15, 2020. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.



12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **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. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **ADDITIONAL AGREEMENT:** This Agreement is in addition to a Settlement Agreement of even date wherein additional terms based on lands that were expropriated by the City, have been agreed to between the Parties, being the "Related Transaction".
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

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

\_\_\_\_\_ of the Council of The Corporation of the City of London passed the  
 \_\_\_\_\_ day of \_\_\_\_\_, 2020.


THE CORPORATION OF THE CITY OF LONDON

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

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



GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 28<sup>th</sup> day of October, 2020.

1887197 ONTARIO INC.  
Per:   
Name: Vincent LaBarbera  
Title: President

*I Have Authority to Bind the Corporation*

VENDOR'S LAWYER: Luigi Circelli, 557 Talbot Street, Upper Suite, London, ON N6A 2S9

PURCHASER'S LAWYER: Sachit Tatavarli, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

#### SCHEDULE "A"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction.
2. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser 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*.
3. **RESIDENTIAL TENANTS:** The Vendor shall give the Tenants notice that the Purchaser requires vacant possession on the closing date.
4. **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.
5. **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.
6. **ADJUSTMENTS:** The parties agree that the Realty Taxes, including local improvement rates, and utilities shall be adjusted effective September 15, 2020.





## Appendix "A" Source of Financing Report

APPENDIX "A"  
CONFIDENTIAL

Chair and Members  
Corporate Services Committee

#20162  
November 16, 2020  
(Property Acquisition)

**RE: Property Acquisition - 688 Adelaide Street North  
Adelaide Street CP Rail Grade Separation Project  
(Subledger LD180101)  
Capital Project TS1306 - Adelaide St Grade Separation CPR Tracks  
1887197 Ontario Inc.**

**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, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services 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	\$5,532,920	\$3,033,415		\$2,499,505
Land Acquisition	11,417,080	10,123,527	432,242	861,311
Construction	16,525,200	4,495,927		12,029,273
Relocate Utilities	5,800,000	589,576		5,210,424
City Related Expenses	100,000	1,098		98,902
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$39,375,200</u></b>	<b><u>\$18,243,543</u></b>	<b><u>\$432,242</u></b> 1)	<b><u>\$20,699,415</u></b>
<b><u>SOURCE OF FINANCING</u></b>				
Debenture By-law No. W.-5600(b)-167	\$22,554,171	\$13,152,661	\$311,624	\$9,089,886
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 10,987,696	5,090,882	120,618	5,776,196
Other Contributions	5,833,333			5,833,333
<b>TOTAL FINANCING</b>	<b><u>\$39,375,200</u></b>	<b><u>\$18,243,543</u></b>	<b><u>\$432,242</u></b>	<b><u>\$20,699,415</u></b>

1) Financial Note:

Purchase Cost	\$420,000
Add: Land Transfer Tax & Deed	4,850
Add: HST @13%	54,600
Less: HST Rebate	(47,208)
<b>Total Purchase Cost</b>	<b><u>\$432,242</u></b>

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

kw

  
 Jason Davies  
 Manager of Financial Planning & Policy

## Schedule "A"

### License Agreement

#### **FIRST RENEWAL AND AMENDMENT TO LICENSE AGREEMENT**

This LICENSE RENEWAL AGREEMENT made as of the 3<sup>rd</sup> day of September, 2020 (the "**Agreement**")

BETWEEN:

**WMJ (LCC) HOLDINGS INC.;**  
(hereinafter called the "**Licensor**")

OF THE FIRST PART;

-and-

**THE CORPORATION OF THE CITY OF LONDON;**  
(hereinafter called the "**Licensee**")

OF THE SECOND PART;

**WHEREAS** by a license agreement dated as the 25<sup>th</sup> day of September, 2015 (the "**License Agreement**"), London City Centre London Inc., as licensor, did license unto the Tenant the non-exclusive right to use a portion of the roof (the "**Site**") located at 380 Wellington Street at the London City Centre Complex in the City of London, in the Province of Ontario, (the "**Building**") as more particularly described in the License Agreement;

**AND WHEREAS** the Licensor is now the successor licensor of the Building;

**AND WHEREAS** by a notice dated January 7, 2020 the Licensee exercised its option to renew the License Agreement for a period of Five (5) years (the "**First Renewal Term**");

**AND WHEREAS** the parties desire to amend certain provisions of the License Agreement upon the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby by each of the parties acknowledged, effective January 1, 2021 (the "**Effective Date**") the parties hereto agree as follows:

1. The Licensor and the licensee acknowledge and agree that the recitals hereto are true and incontrovertible.
2. All capitalized words and terms used herein and not otherwise defined herein but defined in the License Agreement shall have the meanings ascribed to them in the License Agreement.
3. The License Agreement shall be renewed on the same terms and conditions as those set forth in the License Agreement save and except as hereinafter provided:
  - (a) The First Renewal Term shall be the period of Five (5) years commencing on the 1<sup>st</sup> day of January, 2021 and from thenceforth ensuing to be completed and fully ended on the 31<sup>st</sup> day of December, 2025;
  - (b) The Licensee shall pay to the Licensor throughout the First Renewal Term a license fee (the "*Basic Fee*") as set out below, being a net license fee. Such Basic Fee shall be paid in advance, plus applicable taxes, without any deduction, abatement or set off and without demand in equal consecutive monthly installments on the first of each month commencing on the Effective Date.

## Schedule "A" Cont'd

- (i) January 1, 2021 to December 31, 2022: \$22,000.00 (\$1,833.33 per month) At the beginning of each contractual year during the First Renewal Term the amount of the Basic Fee payable during the previous year shall be increased by the greater of three percent (3%) or the percentile increase in the all-items Consumer Price Index (CPI) over the previous year, as established by Statistics Canada for the Province of Ontario.
- (c) The provisions of the License Agreement relating to the payment of additional rents as set out in section 2.(3) of the License Agreement shall remain in force during the First Renewal Term.
- (d) Section 2(4) of the License Agreement, "Option to Renew", shall be amended by replacing the words "two further periods of five (5) years each" with "four further periods of five (5) years each". The remainder of Section 2(4) shall remain the same and the parties acknowledge that this Renewal Agreement reflects the Licensee's exercise of the first renewal under the License Agreement.
4. The Licensor irrevocably and unconditionally authorizes and directs the Licensee to pay all amounts due under the License Agreement, as amended hereby, to MJ (LCC) Limited Partnership, as HST operator for the Landlord.
5. The Licensee continues to occupy the Site throughout the First Renewal Term on an "as is" basis and accepts and acknowledges that the Licensee has no obligation regarding any modifications, changes or installations of any kind, save and except for any maintenance and repair obligations in accordance with the License Agreement. The Licensor shall have no obligation to give any other inducements of any kind, to the Licensee in connection with the First Renewal Term.
6. Any alterations or improvements to carried out in or to the Site shall be effected at the Licensee's sole cost and expense to the complete exoneration of the Licensor and shall only be undertaken after plans and specifications for the same have been submitted to the Licensor for the Licensor's written approval, acting reasonably.
7. The Licensor and Licensee hereby acknowledge, confirm and agree that except as amended herein, in all other respects the terms of the License are to remain in full force and effect, unchanged and unmodified.
8. The Licensor and Licensee shall, at all times hereafter, upon the reasonable request of the other make or procure to be made, done or executed, all such further assurances and to do all such things as may be necessary to give full force and effect to the full intent of this Agreement.
9. This Agreement benefits and binds the parties hereto and their respective successors, heirs, estate trustees and permitted assigns.
10. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Any of the forgoing and any notices to be provided hereunder may be executed either in original, faxed, ".pdf" or ".tif" form or by email and the parties adopt any signatures received by a receiving fax machine or as a ".pdf" or ".tif" file as original signatures of the parties.

[Signature page follows]

**Schedule "A" Cont'd**

IN WITNESS WHEREOF the parties hereto have executed this Agreement under corporate seal or their respective hands, as the case may be.

**WMJ (LCC) HOLDINGS INC.;**  
(Licensor)

Per: \_\_\_\_\_

Name: Moshe Faust

Title: Secretary

**THE CORPORATION OF THE CITY OF  
LONDON;**  
(Licensee)

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

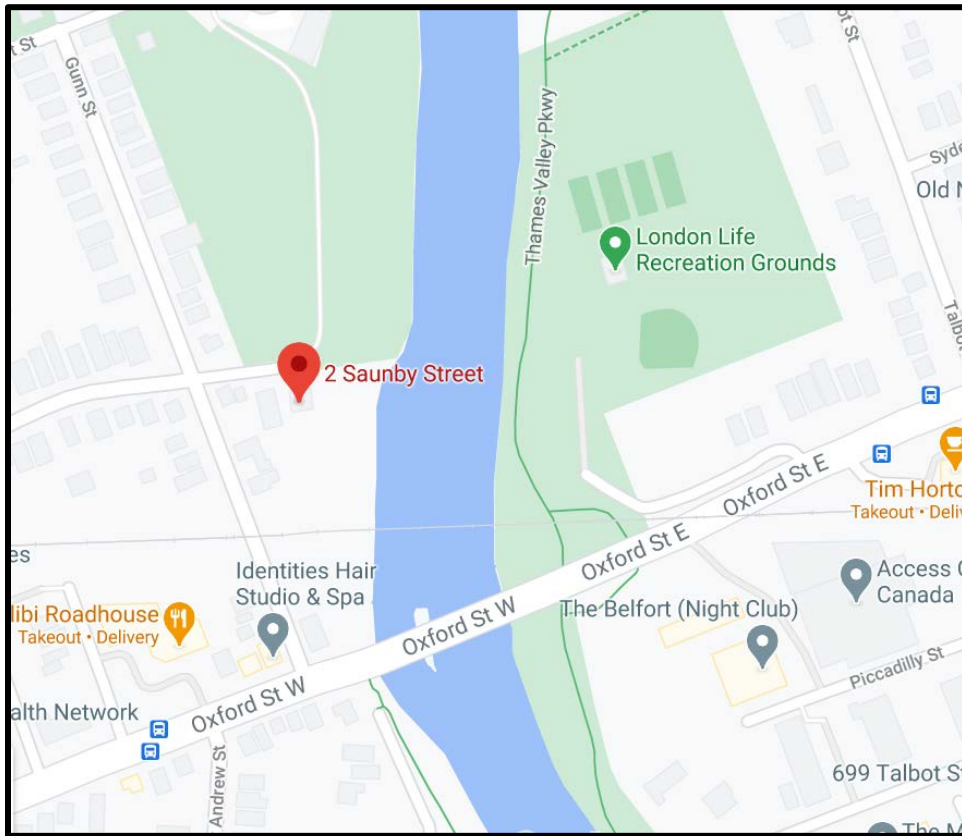
Name:

Title:

I/We have the authority to bind the corporation.

**Location Map**

**The Property**



**Aerial**



## SCHEDULE "A"

### Agreement of Purchase and Sale

Pg 1 of 5

#### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** RONALD ALFRED FALCK AND RICHARD ALEXANDER FALCK

**REAL PROPERTY:**

Address 2 Saunby Street, London ON N6G 1A1

Location Directly abutting west side of the Thames River on the south side of Saunby Street.

Measurements IRREGULAR - 12.75 ft x 20.77 ft x 32.69 ft x 11.55 ft x 73.84 ft x 240.92 ft x 151.53 ft (0.545 AC)

Legal Description: Property legally described as PART LOT 15 & ALL OF LOT 16 PLAN 43(W) AS IN 672702; EXCEPT W23667, BEING THE ENTIRE PIN 082470126 (LT) IN THE CITY OF LONDON, COUNTY OF MIDDLESEX and shown highlighted in red on Schedule "B" (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be Six Hundred and Seventy Seven Thousand Dollars CDN (\$677,000.00) payable as follows:
  - a) a deposit of Ten Thousand Dollars (\$10,000.00) cash or cheque on the date hereof as a deposit payable to the Vendor's solicitor In Trust; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Additional Terms and Conditions
  - Schedule "B" Description of Property
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than November 30<sup>th</sup>, 2020, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on January 15<sup>th</sup>, 2021 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on February 1<sup>st</sup>, 2021. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively

**SCHEDULE "A" Cont'd**  
**Agreement of Purchase and Sale**

Pg 2 of 5

deemed to have accepted Vendor's title to the Property .

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
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19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

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

THE CORPORATION OF THE CITY OF LONDON

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

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

SCHEDULE "A" Cont'd

Agreement of Purchase and Sale

Pg 3 of 5

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 4th day of November, 2020.

SIGNED, SEALED AND DELIVERED

In the Presence of

VENDOR

Witness: Michael Sloan

[Signature]

Per: [Signature]

Name: Ronald Alfred Falck

Witness: Gabrielle Hotte

Gabrielle Hotte

Per: [Signature]

Name: Richard Alexander Falck

VENDOR'S LAWYER: John Horn, lawyer, 519-672-8080 johnhornlaw@gmail.com

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-5530

John Horn law (Attn Lori)  
6-131 Wharncliffe Rd. S.  
London, ON. N6J 2K5



**SCHEDULE "A" Cont'd**  
**Agreement of Purchase and Sale**

*pg 4 of 5.*

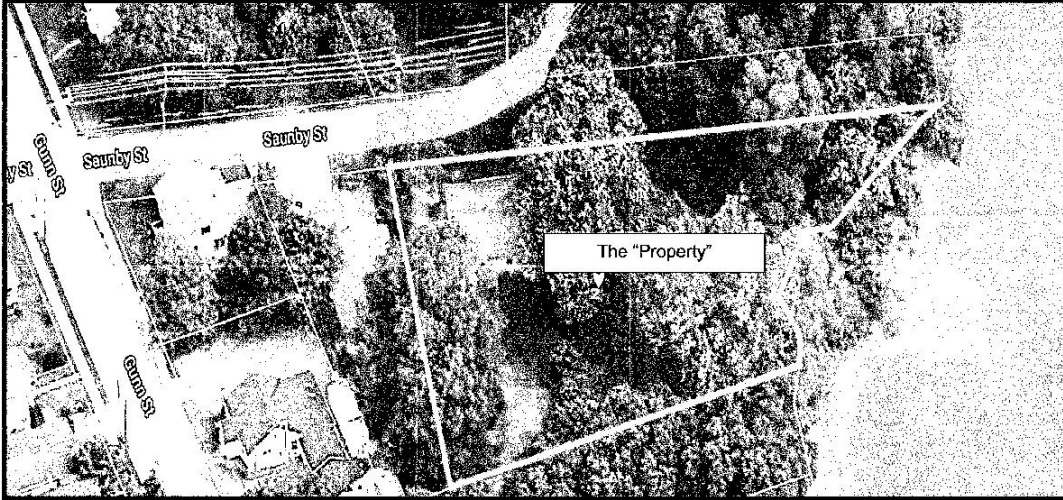
**SCHEDULE "A"**

1. **SOIL, GEOTECHNICAL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until January 15<sup>th</sup>, 2021 to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the Property. The Purchaser may enter on the Property and have soil and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.  
  
If the results of the soil tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
  2. **INSPECTION OF PROPERTY:** The agreement is conditional upon the inspection of the Property by the Purchaser's inspector(s) (the "Inspection") at the Purchaser's own expense, and the obtaining of a report(s) (the "Report") satisfactory to the Purchaser in the Purchaser's sole and absolute discretion until January 15<sup>th</sup>, 2021. The Vendor agrees to co-operate in providing access to the Property for the purpose of this Inspection.  
  
If the results of the Inspection and Report are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
  3. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax). Upon closing, the Purchaser agrees to reimburse the Vendor's appraisal costs as part of this transaction which shall be to a maximum of Four Thousand Five Hundred Dollars (\$4,500.00) CDN (excluding tax).
  4. **CHATELS INCLUDED:** All items as of the date of this Offer being November 3, 2020 which include all appliances, blinds, window coverings, shower rods and curtains, newer gas lawn mower, aluminum extension ladder, three (3) shovels, one (1) leaf rake, one (1) small step ladder, and six (6) garbage bins, energy efficient light bulbs, several containers of recent touch of paints, extra furnace filters, one (1) hand drain cleaner, vacuum cleaner & extra bags(s), existing dehumidifier(s), and furniture (if not belonging to the existing tenants).
  5. **FIXTURES EXCLUDED:** NIL
  6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: None
  7. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, Vendor 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 Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
  8. **RESIDENTIAL TENANCIES:** The Vendor represents and warrants that:
    - a) the Property is subject to a tenancy in favour of (the "Tenants") in both upstairs and downstairs units and the Vendor agrees to provide the Purchaser copies of the leases for the Property to the Purchaser within five (5) business days of the Acceptance of this agreement.
    - b) rent currently being charged to the Tenants is legal and that all appropriate notices have been given to validate any rent increases affecting the Property;
    - c) there are no outstanding applications, objections or investigations pertaining to the aforementioned tenancies and no outstanding orders or directions to roll back or rebate any rental amounts to the Tenants or previous tenants; and
    - d) there are no outstanding orders or directions regarding any improvements relating to or indicating any deterioration in the standard of maintenance and/or repair with respect to the Property.
    - e) the Vendor shall provide the Purchaser tenant acknowledgement forms completed by the Tenants in the form requested by the City on or before closing.
- The Vendor acknowledges and agrees that the foregoing representations and warranties shall not merge on but shall survive the completion of this transaction.
9. **POSSESSION PRIOR TO CLOSING:** The Vendor is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the Purchaser.

SCHEDULE "A" Cont'd  
Agreement of Purchase and Sale

pg 5 of 5

SCHEDULE "B"



## APPENDIX "A" SOURCE OF FINANCING REPORT

APPENDIX "A"  
CONFIDENTIAL

Chair and Members  
Corporate Services Committee

#20163  
November 16, 2020  
(Property Acquisition)

**RE: Property Acquisition - 2 Saunby Street - For Natural Heritage Open Space  
(Subledger LD190118)  
Capital Project PK273520 - Parkland Acquisition  
Capital Project PK275520 - Woodland Property Acquisition**

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

Finance & Corporate Services confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget but can be accommodated with an additional drawdown from Parkland Reserve Fund and the Woodland Acquisition & Management Reserve Fund and that, subject to the adoption of the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>
<b><u>PK273520 - Parkland Acquisition</u></b>					
Land Acquisition	\$968,844	\$600,000	\$1,568,844	\$968,844	\$600,000
Construction	13,000		13,000	13,000	
City Related Expenses	67,000		67,000	67,000	0
	<u>1,048,844</u>	<u>600,000</u>	<u>1,648,844</u>	<u>1,048,844</u>	<u>600,000</u>
<b><u>PK275520 - Woodland Property Acquisition</u></b>					
Land Acquisition	263,222	129,798	393,020	263,222	129,798
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$1,312,066</u></b>	<b><u>\$729,798</u></b>	<b><u>\$2,041,864</u></b>	<b><u>\$1,312,066</u></b> 1)	<b><u>\$729,798</u></b>

**SOURCE OF FINANCING**

<b><u>PK273520 - Parkland Acquisition</u></b>					
Drawdown from Parkland R.F.	2)	\$1,048,844	\$600,000	\$1,648,844	\$600,000
<b><u>PK275520 - Woodland Property Acquisition</u></b>					
Drawdown from Woodland Acquisition and Management Reserve Fund	2)	263,222	129,798	393,020	129,798
<b>TOTAL FINANCING</b>		<b><u>\$1,312,066</u></b>	<b><u>\$729,798</u></b>	<b><u>\$2,041,864</u></b>	<b><u>\$1,312,066</u></b>

1) **Financial Note:**

Purchase Cost  
Add: Land Transfer Tax  
Add: Due Diligence Costs  
Add: HST @13%  
Less: HST Rebate  
Total Purchase Cost

<b>PK273520 &amp; PK275520</b>	
	\$677,000
	20,030
	20,500
	90,614
	(78,346)
	<u>\$729,798</u>

- 2) The additional funding is available as separate drawdowns from the Woodland Acquisition and Management Reserve Fund and the Parkland Reserve Fund. The uncommitted balances in the Woodland Acquisition and Management Reserve Fund and the Parkland Reserve Fund will be approximately \$2.5 million and \$2.1 million respectively with the approval of this project.

kw

  
 Kyle Murray  
 Director, Financial Planning & Business Support