

# Appendix B Location Map

## 3095 Bostwick Road



**Fee Simple Requirement**  
**Temporary Working Easement**



## Appendix C Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** GLEN ARRAND TOPPING and ESTATE OF RONALD WILLIAM TOPPING

**REAL PROPERTY:**

Address Part of 3095 Bostwick Road, London, ON

Location West side of Bostwick Road and South of Southdale Road West

Measurements 0.8863 acres (0.35865 ha)

Legal Description: Part of Part Lot 77, Concession East of Talbot Road, Geographic Township of Westminster, in the City of London, County of Middlesex, further described as Parts 1, 5 and 6 on Plan 33R-20759, being part of PIN 08209-2098 (LT) (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, including injurious affection, shall be TWO HUNDRED AND THIRTEEN THOUSAND DOLLARS CDN (\$213,000.00) 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 February 4th, 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. *y.a.t.*
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **February 19, 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. **March 12, 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 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **ADDITIONAL AGREEMENT:** This Agreement is in addition to a Grant of Temporary Easement and Consent to Enter of even date wherein additional compensation and additional terms have been agreed to between the Parties, being the "Related Transaction".
24. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the above lands for the purposes of London Hydro, Bell Canada, Union Gas and other utility relocations and/or construction purposes.

WE the undersigned Vendors agree to the above offer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

*John S. Leikowski*  
Witness

*[Signature]*  
Witness

*Glen Arrand Topping*  
Glen Arrand Topping

*Lynn Topping*  
Lynn Topping,  
Ronald William Topping Estate

*Dec 23, 2020*  
Date

*Dec 23, 2020*  
Date

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

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

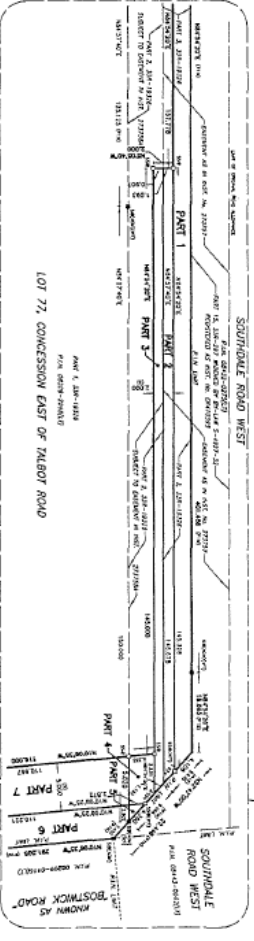
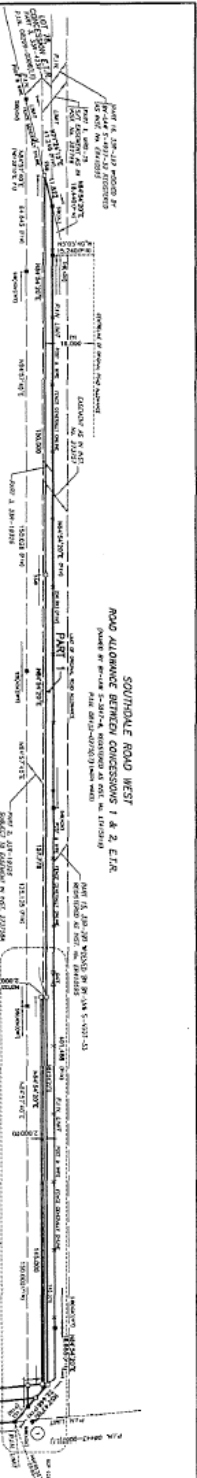
PURCHASER'S LAWYER: Sachit Tatahari, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

VENDOR'S LAWYER: Tom Bata 519-471-0330

**SCHEDULE "A"**

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the Purchaser agrees to pay the Vendors reasonable legal, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **APPRAISAL COSTS:** The City agrees to pay up to a maximum amount of **\$10,000.00** including disbursements and applicable taxes for the appraisal costs incurred by the owner in assisting them in determining fair compensation.
3. **DISTURBANCE COSTS:** The Purchaser agrees to pay on completion, a further sum of **\$15,000.00** as full and final payment for the loss of any and all trees, shrubs, fencing and landscaping located within the Property.
4. **ACCESS:** The Purchaser agrees to allow the Vendor to reserve over the Property a right of way for ingress and egress until such time as the Property is dedicated by by-law as a public highway.
5. **GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 45 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological 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, geotechnical, archeological, and environmental 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.



PART 1 3.318 19318  
 PART 2 0.020 19320  
 PART 3 0.020 19320  
 PART 4 0.020 19320  
 PART 5 0.020 19320  
 PART 6 0.020 19320  
 PART 7 0.020 19320  
 LOT 77 CONFESSION EAST OF TALBOT ROAD  
 (GEOGRAPHIC EAST TOWNSHIP OF TALBOT ROAD WESTMINSTER)

Part	Lot	Dimension	Bearing	Area	Notes
1	77	3.318	N 89° 57' 00" W	11.14	Part of the concession
2	77	0.020	N 89° 57' 00" W	0.07	Part of the concession
3	77	0.020	N 89° 57' 00" W	0.07	Part of the concession
4	77	0.020	N 89° 57' 00" W	0.07	Part of the concession
5	77	0.020	N 89° 57' 00" W	0.07	Part of the concession
6	77	0.020	N 89° 57' 00" W	0.07	Part of the concession
7	77	0.020	N 89° 57' 00" W	0.07	Part of the concession

**PLAN OF SURVEY**  
 OF PART OF  
**LOT 77**  
**CONFESSION EAST OF**  
**TALBOT ROAD**  
 (GEOGRAPHIC TOWNSHIP OF WESTMINSTER)  
 IN THE  
 CITY OF HALIFAX  
 COUNTY OF MIDDLESEX  
 STATE OF ONTARIO

- LEGEND:**
- 1 DIRECT SURVEY QUANTIFY SET
  - 2 DIRECT SURVEY QUANTIFY SET
  - 3 DIRECT SURVEY QUANTIFY SET
  - 4 DIRECT SURVEY QUANTIFY SET
  - 5 DIRECT SURVEY QUANTIFY SET
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**NOTES:**

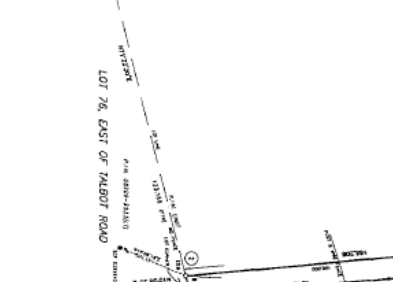
1. ALL DIMENSIONS SHOWN ARE MEASUREMENTS TAKEN FROM THE FIELD.
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20. ALL DIMENSIONS SHOWN ARE MEASUREMENTS TAKEN FROM THE FIELD.

**INTERPOLATION DATA**

Station	Distance	Height
1	0.000	100.000
2	0.020	100.000
3	0.040	100.000
4	0.060	100.000
5	0.080	100.000
6	0.100	100.000
7	0.120	100.000
8	0.140	100.000
9	0.160	100.000
10	0.180	100.000
11	0.200	100.000
12	0.220	100.000
13	0.240	100.000
14	0.260	100.000
15	0.280	100.000
16	0.300	100.000
17	0.320	100.000
18	0.340	100.000
19	0.360	100.000
20	0.380	100.000
21	0.400	100.000
22	0.420	100.000
23	0.440	100.000
24	0.460	100.000
25	0.480	100.000
26	0.500	100.000
27	0.520	100.000
28	0.540	100.000
29	0.560	100.000
30	0.580	100.000
31	0.600	100.000
32	0.620	100.000
33	0.640	100.000
34	0.660	100.000
35	0.680	100.000
36	0.700	100.000
37	0.720	100.000
38	0.740	100.000
39	0.760	100.000
40	0.780	100.000
41	0.800	100.000
42	0.820	100.000
43	0.840	100.000
44	0.860	100.000
45	0.880	100.000
46	0.900	100.000
47	0.920	100.000
48	0.940	100.000
49	0.960	100.000
50	0.980	100.000
51	1.000	100.000

**CONFESSION EAST OF TALBOT ROAD**

ROAD ALLOWANCE BETWEEN CONFESSION 1 AND  
 CONFESSION 2  
 (GEOGRAPHIC EAST TOWNSHIP OF TALBOT ROAD WESTMINSTER)



**Callion & Dietz**  
 ONTARIO LAND SURVEYORS  
 1006 OS  
 1006 OS

**GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER**

**BETWEEN:**

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

**AND:**

GLEN ARRAND TOPPING, and  
RONALD WILLAIM TOPPING

(the "Owners")

**LEGAL DESCRIPTION:**

Part of PIN 08209-2098 (LT), being Part of Lot 77, Concession North of Talbot Road, Geographic Township of Westminster, in the City of London, County of Middlesex, designated as Parts 2, 3, 4 and 7, on Plan 33R-20759

(the "Property")

**ADDRESS:**

3095 Bostwick Road, City of London

We, Glen Arrand topping and Ronald William Topping, being the Owners of the property described above, CONSENT to the entry, by the City, its contractors and employees, on the Property for the purpose of a temporary working easement to blend new grades with existing elevations.

This Consent shall be in force for a period of one year commencing January 1, 2022 through December 31, 2022.

The City hereby offers the sum of FIVE THOUSAND DOLLARS CDN (\$5,000.00) in payment for the Temporary Easement payable as follows:

FIVE THOUSAND DOLLARS CND (\$5,000.00) on the completion of the Related Transaction set out in clause 2 of the Additional Terms and Conditions herein.

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

Schedule "A" – Additional Terms and Conditions

The City may renew the rights granted under this Grant of Temporary Easement and Consent to Enter for an additional term of 1 year commencing at the end of the original term upon notice to the Owners and the payment of \$5,000.00.

The City agrees:

1. To restore the property to a condition as near as possible to its original condition.
2. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
3. To indemnify, defend with counsel and save harmless the Owners from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent.
4. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein.
5. The proposed use of the Consent has been discussed with me/us and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to my/our lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of my/our lands which may occur during the construction period.


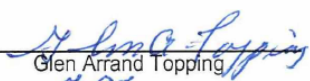
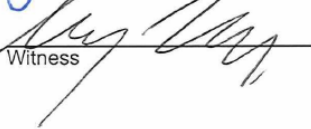
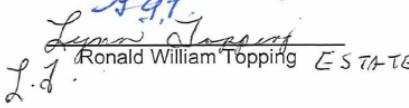


**ADDITIONAL TERMS AND CONDITIONS:**

1. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
2. **ADDITIONAL/SUPPLEMENTAL AGREEMENT:** This Agreement is in addition to and Supplemental to an Agreement of Purchase and Sale of even date wherein additional compensation and additional terms have been agreed to between the Parties, being the "Related Transaction".

WE, the undersigned agree to the the above Grant of Temporary Easement and Consent to Enter hereto.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

 Witness	 Glen Arrand Topping	<u>Dec 23, 2020</u> Date
 Witness	 L.J. Ronald William Topping ESTATE	<u>Dec 23, 2020</u> Date

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law No. of the Council of the Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CORPORATION OF THE CITY OF LONDON

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

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



## 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.



# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21008

January 18, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition  
3095 Bostwick Road - Southdale Road West Improvements Project  
(Subledger LD200004)  
Capital Project TS1629-1 - Southdale Road West - Bostwick to Pine Valley  
Glen Arrand Topping and Ronald William Topping - \$213,000.00 (excluding HST)

### 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 Budget, and that, subject to the approval of Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with concurrence of the Director, Roads and Transportation, and the Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	542,274	493,482	0	48,792
Land Acquisition	346,940	94,755	252,185	0
Construction	89,244	22,659	0	66,585
Utilites	127,926	0	0	127,926
City Related Expenses	14,015	14,010	0	5
<b>Total Expenditures</b>	<b>\$1,120,399</b>	<b>\$624,906</b>	<b>\$252,185</b>	<b>\$243,308</b>
<b>Sources of Financing</b>				
Debenture By-law No. W.-5618-64 (Note 2)	97,067	54,139	21,848	21,079
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,023,332	570,767	230,337	222,229
<b>Total Financing</b>	<b>\$1,120,399</b>	<b>\$624,906</b>	<b>\$252,185</b>	<b>\$243,308</b>

### Financial Note:

Purchase Cost	\$213,000
Add: Legal Fees etc.	33,000
Add: Land Transfer Tax	1,855
Add: HST @13%	31,980
Less: HST Rebate	<u>-27,650</u>
Total Purchase Cost	<u>\$252,185</u>

**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

**Note 2: Note to City Clerks:** The City Clerk be authorized to increase Debenture By-law No. W.-5618-64 as amended by W.-5618(b)-243 by \$52,069 from \$44,998 to \$97,067.

 Jason Davies  
Manager of Financial Planning & Policy

# Appendix B – Location Map

4551 Wellington Road South (Parent Parcel)



— Subject Property

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21003  
January 18, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition  
4551 Wellington Road South - Dingman Drive Road Improvements  
(Subledger LD200054)  
Capital Project TS1746 - Dingman Drive - HWY 401 to Wellington Road  
Byrex Inc. - \$133,000.00 (excluding HST)

### Finance and Corporate Services Report on the Sources of Financing:

Finance and Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with concurrence of the Director, Roads and Transportation and the Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Engineering	1,291,950	112,284	0	1,179,666
Land Acquisition	200,000	43,571	144,050	12,379
Construction	8,641,300	0	0	8,641,300
Relocated Utilities	783,000	0	0	783,000
City Related Expenses	50,000	0	0	50,000
<b>Total Expenditures</b>	<b>\$10,966,250</b>	<b>\$155,855</b>	<b>\$144,050</b>	<b>\$10,666,345</b>

### Sources of Financing

Capital Levy	9,215	9,215	0	0
Debenture Quota (Note 2)	879,051	3,409	11,668	863,974
Drawdown from City Services - Roads Reserve Fund (Development Services) (Note 1)	2,136,629	143,231	132,382	1,861,016
Debenture Quota - Serviced through City Services - Roads Reserve Fund (Development Charges) (Notes 1 and 2)	7,941,355	0	0	7,941,355
<b>Total Financing</b>	<b>\$10,966,250</b>	<b>\$155,855</b>	<b>\$144,050</b>	<b>\$10,666,345</b>

### Financial Note:

Purchase Cost	\$133,000
Add: Legal Fees etc.	7,522
Add: Land Transfer Tax	1,055
Add: HST @13%	18,268
Less: HST Rebate	<u>-15,795</u>
Total Purchase Cost	<u>\$144,050</u>

**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

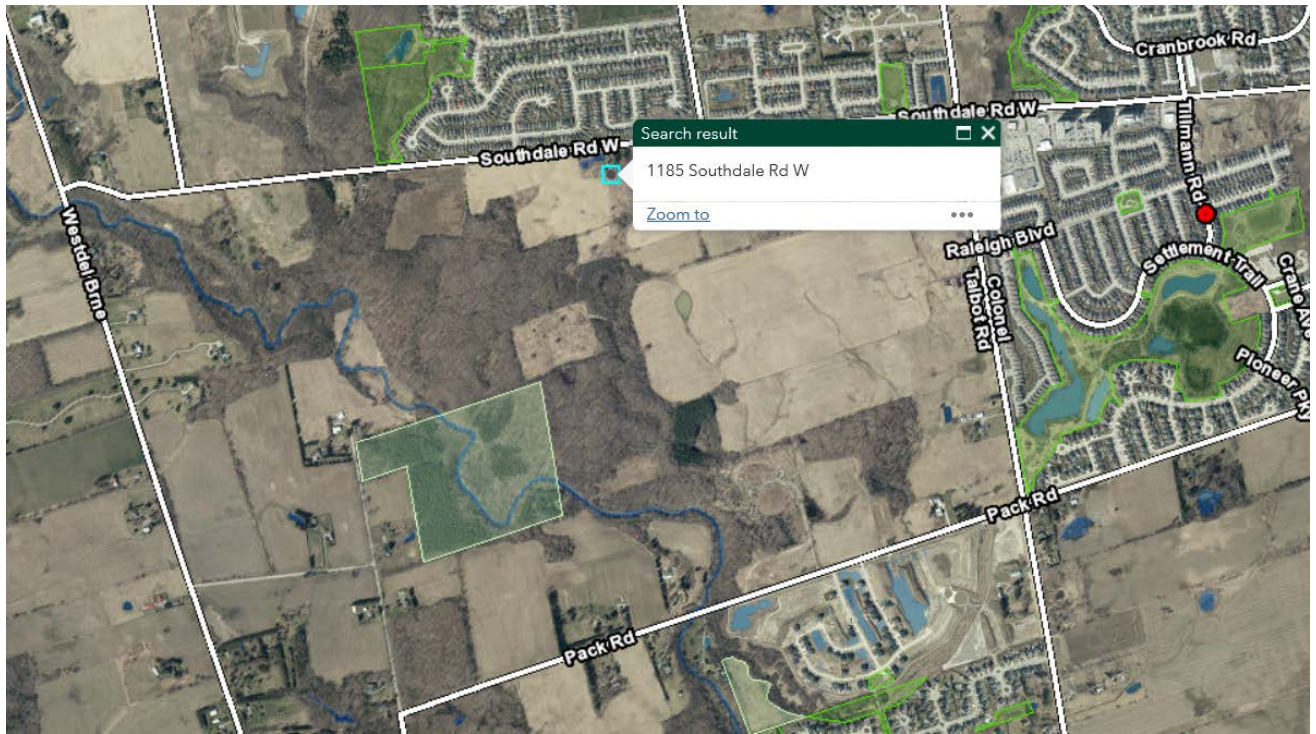
**Note 2: Note to City Clerk:** Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary by-laws.

An authorizing by-law should be drafted to secure debenture financing for project TS1746 - Dingman Dr. - HWY 401 Bridge to Wellington Road for the net amount to be debentured of \$8,820,406.

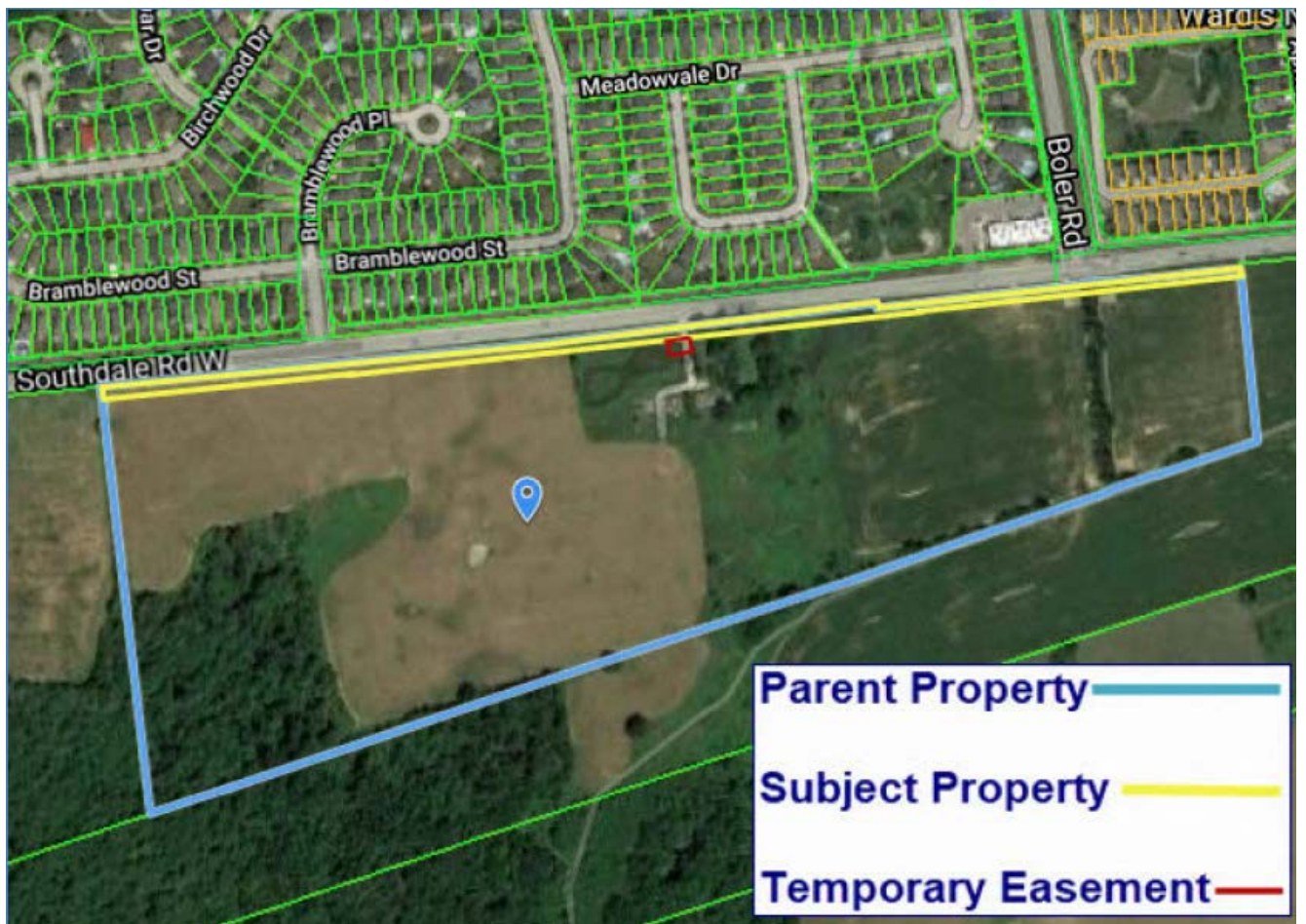
  
Jason Davies  
Manager of Financial Planning & Policy



# Appendix B – Location Map



1185 Southdale Road West (Parent Parcel)



# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21002

January 18, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition  
1185 Southdale Road West - Southdale Road West and Wickerson Road Improvements  
(Subledger LD200076)  
Capital Project TS1407-2 - Southdale - Wickerson Rd to Byronhills Dr.  
Lecam Inc. - \$170,000.00 (excluding HST)

### Finance and Corporate Services Report on the Sources of Financing:

Finance and Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with concurrence of the Director, Roads and Transportation, and the Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,311,948	1,301,844	0	10,104
Land Acquisition	663,400	0	178,894	484,506
External Contractor	4,500,000	2,378	0	4,497,622
Relocated Utilities	917,152	0	0	917,152
City Related Expenses	100,000	4,996	0	95,004
<b>Total Expenditures</b>	<b>\$7,492,500</b>	<b>\$1,309,218</b>	<b>\$178,894</b>	<b>\$6,004,388</b>

### Sources of Financing

Debenture By-law No. W.-5607-237 (Note 2)	879,830	153,739	21,007	705,084
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	6,612,670	1,155,479	157,887	5,299,304
<b>Total Financing</b>	<b>\$7,492,500</b>	<b>\$1,309,218</b>	<b>\$178,894</b>	<b>\$6,004,388</b>

### Financial Note:

Purchase Cost	\$170,000
Add: Legal Fees etc.	4,400
Add: Land Transfer Tax	1,425
Add: HST @13%	22,672
Less: HST Rebate	-19,603
<b>Total Purchase Cost</b>	<b>\$178,894</b>

**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

**Note 2: Note to City Clerks:** The City Clerk be authorized to increase Debenture By-law No. W.-5607-237 as amended by W.-5067(a)-242 by \$354,330 from \$525,500 to \$879,830.

  
Jason Davies  
Manager of Financial Planning & Policy

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