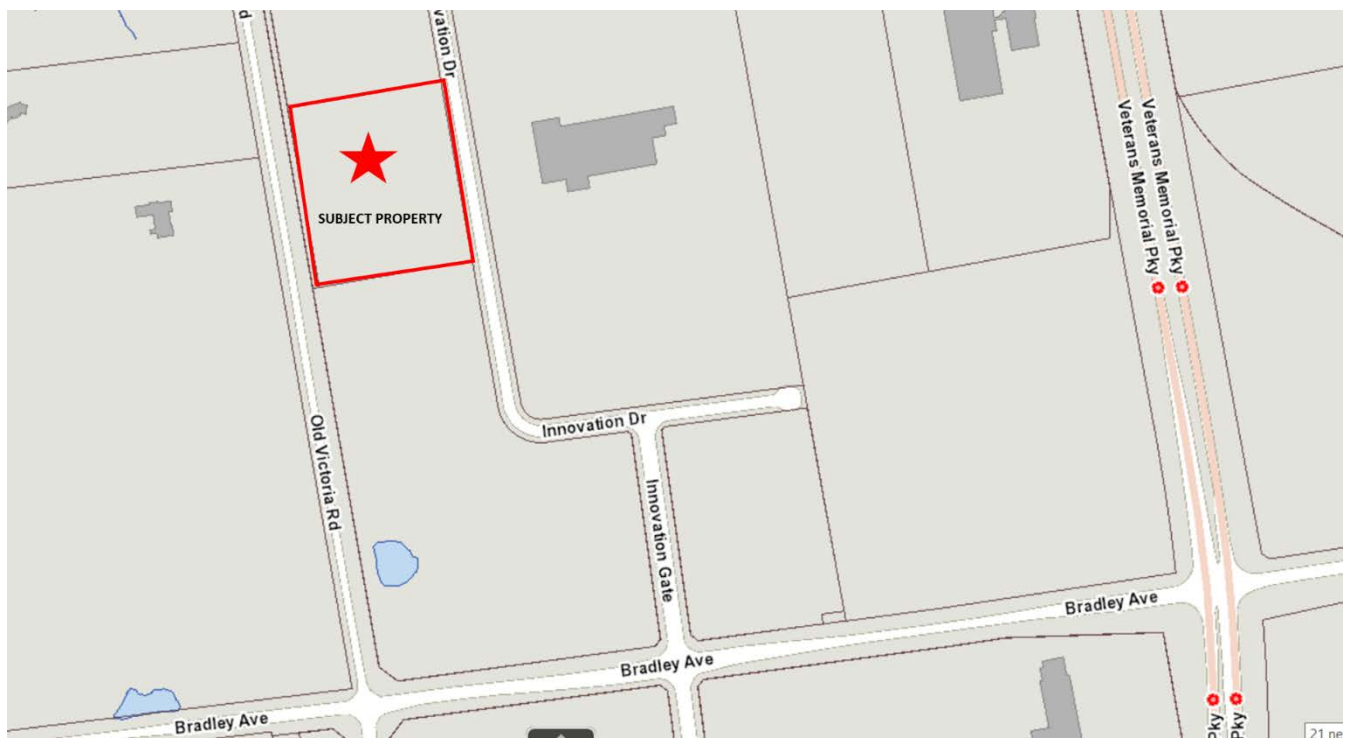


**Appendix A – Aerial and Location Map**

**AERIAL OF SUBJECT PROPERTY**



**LOCATION MAP**



# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## CLASS 1 SALE

THIS INDENTURE dated the 4<sup>th</sup> day of June, 2021.

BETWEEN:

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### 2842613 ONTARIO LTD.

Address: 710 Meadow Wood Rd. Mississauga, Ontario L5J 2S6

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase II, in the City of London County of Middlesex containing Six (6) acres located on the west side of Innovation Drive, more specifically described as Part of Block 1, Plan 33M-592, Designated as Parts 14 and 17 in Plan 33R-20884, London, being part of PIN 08197-0307 and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Four Hundred and Twenty Thousand Dollars (\$420,000.00)  
of lawful money of Canada calculated at the rate of

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

The Purchaser submits

Forty Two Thousand Dollars (\$42,000.00)  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, & D attached hereto form part of this Agreement.
16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 30<sup>th</sup> day of July, 2021, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 4<sup>th</sup> day of June, 2021.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:

Golchehreh Mirmoghtadasi

) 2842613 Ontario Ltd.  
) Purchaser

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) Signature of Signing Officer

) Name: Matin Sanaat

) Title: Director

) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

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

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

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Sketch Outlining Property in Red"  
Schedule "D" attached - "Additional Terms and Conditions"

SCHEDULE "A"

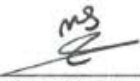
PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE  
PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND  
SALE

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

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR  
APPROVAL

Industrial Park Name & Phase & Section:	Innovation Park, Phase II
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 1 on Plan 33M-592 (6 Acres)
Name, Address, Postal Code of Purchaser:	2842613 Ontario Ltd. 710 Meadow Wood Rd. Mississauga, Ontario L5J 2S8
Local Company: Yes <u>No</u>	
Intended Use of Building	Food Processing and Bakery Facility
Major Industrial Classification of User:	Food Processing and Bakery Company
List of Products Manufactured/Handled:	Packaged cookies, and wafers.
Number of Employees Anticipated:	15 (Full Time)
Number of Square Feet of Building Proposed:	30,000 + square feet
Number of Square Feet in Property Purchase:	261,360 square feet
Proposed Building Coverage as % of Lot Area:	11.47 percent (11.47%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Peter A Saad, Saad Law P.C. 4 Robert Speck Parkway, suite 1210 Mississauga, Ontario L4Z 1S1 <a href="mailto:peter.saad@saadlaw.com">peter.saad@saadlaw.com</a>
Telephone:	1.905.301.5848

Purchaser's Executive Completing this Form:  
**Matin Sanaat, Director**  
2842613 Ontario Ltd.

  
\_\_\_\_\_  
I have authority to bind the Corporation

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

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

SCHEDULE "B"

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

Disposal of Industrial Land Procedures

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

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
5. A class 1 sale shall be subject to the following conditions:
  - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 19 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
  - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 19 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

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

CLASS 3 SALE

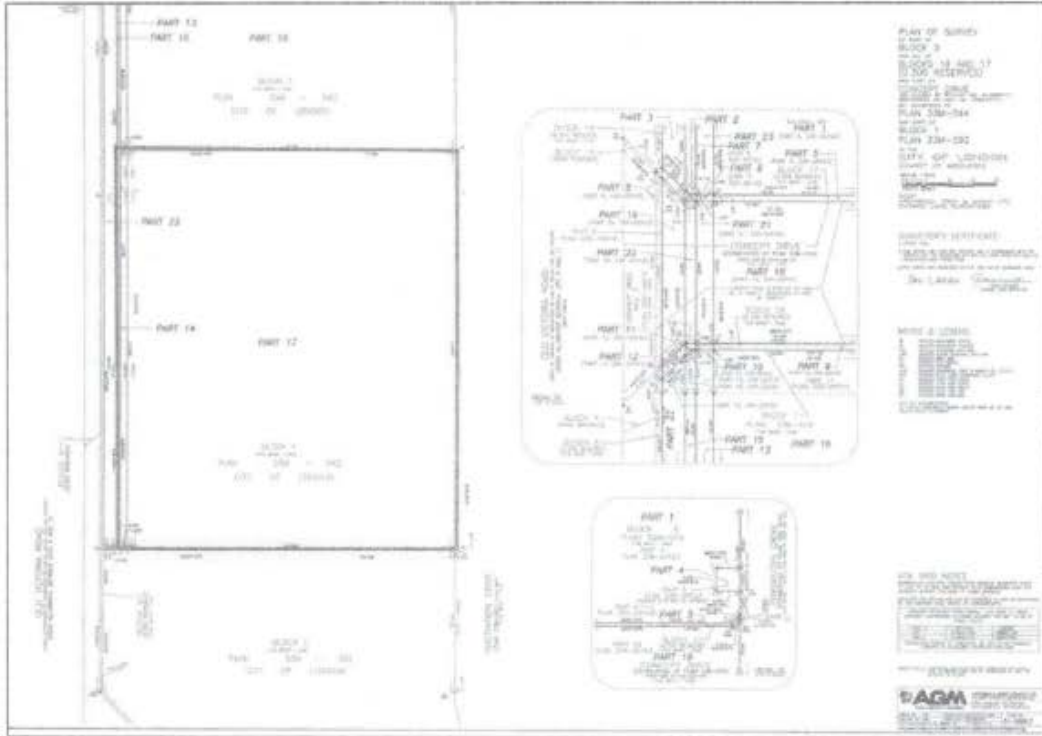
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section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

GENERAL

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

SCHEDULE "C"

Part 14 and Part 17 in Plan 33R-20884





SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

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

Paramourcy of Schedule "D"

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

Assignment of Agreement

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

Municipal Services and Roadway Easements

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

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment, Conservation and Parks (MOECP) , and any other approvals deemed necessary by the City.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Testing After Acceptance

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

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

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. This offer is conditional on the Vendor obtaining approval of the Purchaser's proposed use as described in Schedule "A" from Dr. Oetker within 90 days of the acceptance of this Agreement. If such approval has not been obtained within the time allowed herein to the Vendor's satisfaction, then this Agreement, notwithstanding any intermediate acts or negotiation in respect of such approval, shall be at an end and all monies theretofore paid shall be refunded to the Purchaser without interest or deduction and the Vendor shall not be liable to the Purchaser for any costs or damages. The Purchaser agrees to provide the Vendor with any information concerning their proposed operation as may be reasonably necessary to permit the Vendor to satisfy this condition. This condition is included for the sole benefit of the Vendor and may be waived at the Vendor's option by notice in writing to the Purchaser within the time period stated herein. For greater clarity, the Vendor's waiver of this condition may not be relied upon by the Purchaser as evidence that the proposed uses described in Schedule "A" of this Agreement are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

Vendor Pre-Closing Condition - Termination of Farm Lease

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

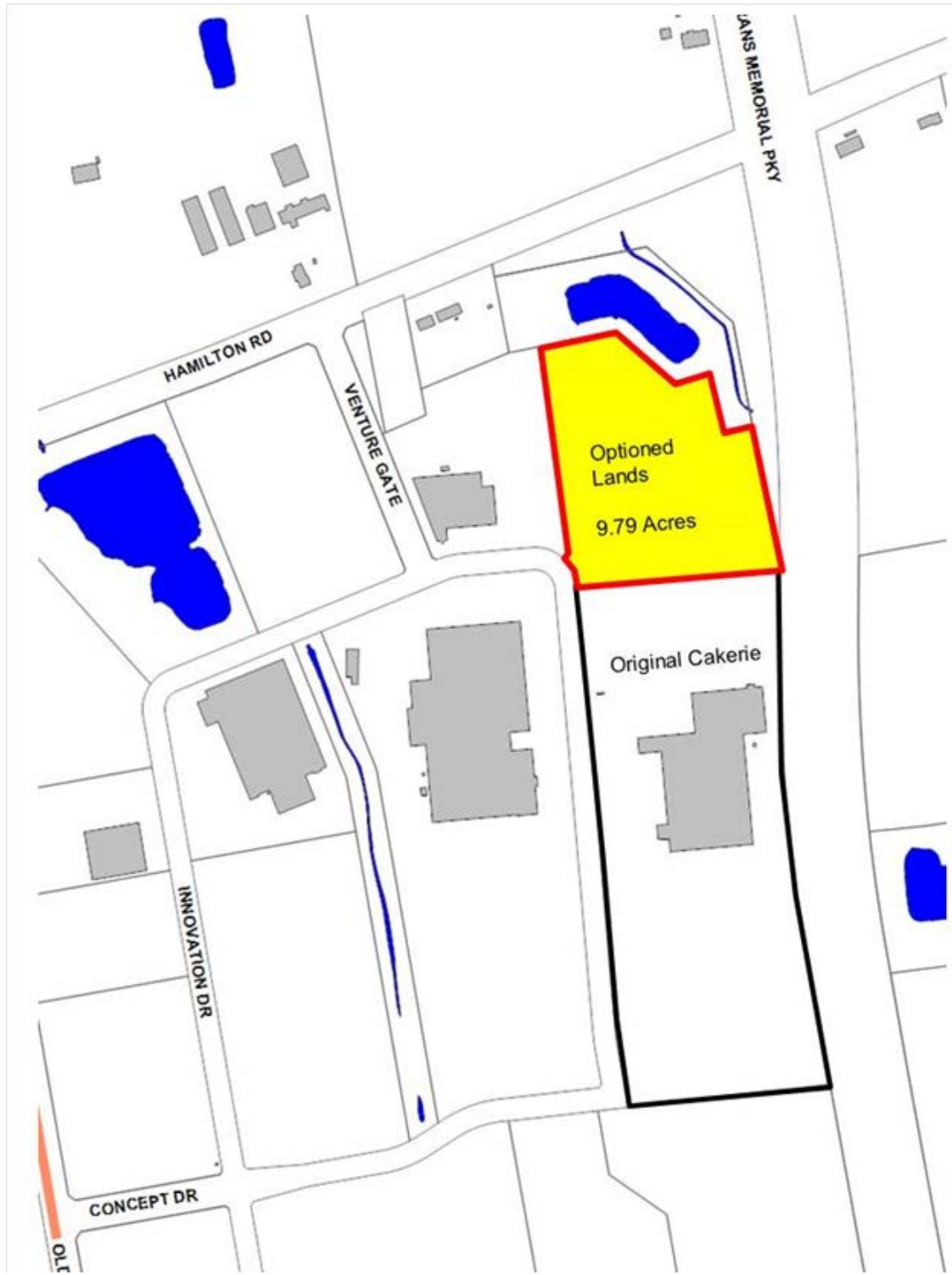
Building Coverage

The City shall permit a prepared initial building coverage of approximately 11.47 percent in place of 15 percent prescribed by clause 5(b) of the present Industrial Land Sale Policy.

Lease of Property

Upon completion of this transaction, the Vendor consents to the Purchaser leasing all or part of the Property to Panela Baking Factory in accordance with Paragraph 5(c) of the Industrial Land Disposition Policy excerpted in Schedule "B" of this Agreement. The Purchaser acknowledges that in the event that the Vendor exercises an option to repurchase the Property pursuant to the terms of Schedule "B" of this Agreement, the Purchaser shall coordinate the immediate termination of the lease agreement to which this consent pertains.

# Appendix A – Location Map



# Appendix B – Option Agreement Amendment

OPTION AGREEMENT  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## OPTION AGREEMENT AMENDMENT – CAKERIE HOLDINGS, LTD.

This Option Agreement dated the <sup>th</sup> 10<sup>th</sup> day of ~~June~~ 2021.

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

Between:

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

and

**CAKERIE HOLDINGS, LTD.**  
hereinafter called "the Optionee"  
- OF THE SECOND PART -

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

AND WHEREAS by an agreement dated the 25<sup>th</sup> day of July, 2017 (the "Option Agreement"), the Optionor granted to the Optionee an Option to Purchase the land described as the northerly 9.79 acres, more or less, of Parts 2, 3 and 4 of Plan 33R-17213, save and except Parts 1 & 2 of Plan 33R-19042 in Innovation Park, Phase 1, in the City of London, County of Middlesex and shown outlined in red on the plan attached hereto as Schedule "A" (the "Lands") on certain terms and conditions;

AND WHEREAS by a further agreement dated July 9<sup>th</sup>, 2019, the time within which the Optionee can exercise the Option to Purchase under the Option Agreement (the "Expiry Date") was extended to July 26<sup>th</sup>, 2021 and the Purchase Price of the Lands was increased to \$719,565.00;

AND WHEREAS the Optionee has requested a further extension to the Expiry Date and the Optionor has agreed to grant the requested extension on the terms and conditions hereinafter set forth;

AND WHEREAS it is appropriate to amend the Option Agreement to reflect the extension of the Expiry Date and other changes agreed to by the parties;

NOW THEREFORE this agreement witnesseth that in consideration of these presents, and in consideration of the payment or payments made or to be made to the Optionor by the Optionee in accordance with the provisions of the agreement, the parties agree to amend the Option Agreement as follows:

1. Paragraph 1 of the Option Agreement is hereby deleted and replaced with the following:
  1. The Optionee shall have the right at any time prior to July 26, 2023, (the "Expiry Date") to deliver a notice to the Optionor specifying a date for completion of the transaction of purchase and sale contemplated hereby. The date for completion ("Closing") specified in such notice from the Optionee to the Optionor shall be no less than 30 days and no more than 60 days after the date of such notice. If the Optionee does not give such a notice prior to the Expiry Date then this Agreement shall terminate and neither the Optionor nor the Optionee shall have any further obligations hereunder.
2. Paragraph 4 of the Option Agreement is hereby deleted and replaced with the following:
  4. The Optionor covenants, represents and warrants that title to the Lands is, and on Closing will be, good and free from all encumbrances. If prior to Closing any valid objection to title or to the fact that the proposed use of the Lands by the Optionee may not lawfully be undertaken is made in writing to the Optionor and which the Optionor is unable or unwilling to remove, remedy or satisfy and which the Optionee will not waive, this agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and, notwithstanding the provisions

**Appendix B – Option Agreement Amendment Cont'd**

OPTION AGREEMENT  
CORPORATION OF THE CITY OF LONDON

PAGE 2

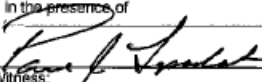
of paragraph 2 of this agreement, all monies therefore paid shall be returned to the Optionee without interest or deduction and the Optionor shall not be liable for any costs or damages.

The Optionee agrees to transfer to the Optioner a municipal services easement, for nominal consideration, over the portion of lands described as Part 3 in Plan 33R-16433 which is shown highlighted in yellow on the plan attached hereto as Schedule "C" and substantially in the agreement form shown in Schedule "D". This condition shall survive and not merge on the completion of this transaction.

- 3. Schedule "D" attached hereto shall be added as a schedule to the Option Agreement.
- 4. In all other respects the parties confirm the terms and conditions of the Option Agreement and any amendments thereto, which remain in full force and effect except as amended by this Agreement.
- 5. Schedule "A" attached hereto forms part of this Agreement.


IN WITNESS WHEREOF the parties have executed this Agreement as evidenced by their proper signing Officers this 10<sup>th</sup> day of June, 2021.

SIGNED, SEALED & DELIVERED

In the presence of  
  
Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

CAKERIE HOLDINGS, LTD.

  
Signature of Signing Officer  
Name & Title: Treasurer

  
Signature of Signing Officer  
Name & Title: Treasurer

I/We have authority to bind the Corporation

**ACCEPTANCE**

The Optionor accepts the above Agreement.

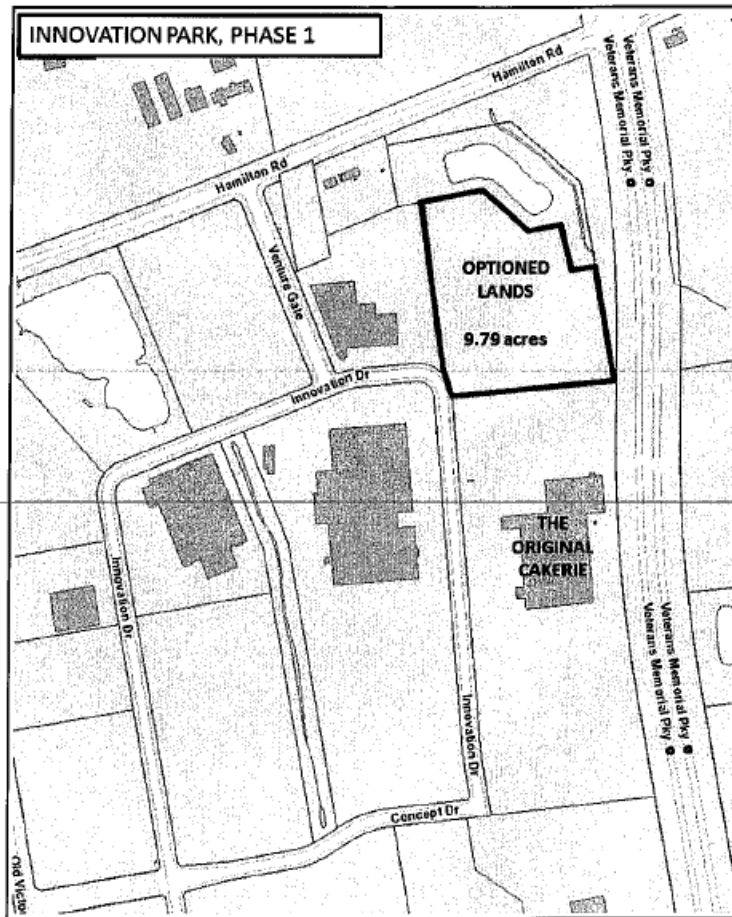
**THE CORPORATION OF THE CITY OF LONDON**

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

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

# Appendix B – Option Agreement Amendment Cont'd

SCHEDULE "A"



# Appendix B – Option Agreement Amendment Cont'd

OPTION AGREEMENT  
CORPORATION OF THE CITY OF LONDON

PAGE 4

## SCHEDULE "D"

THIS EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2021.

B E T W E E N:

[ TRANSFEROR ]

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

---

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [ DESCRIPTION ] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

## Appendix B – Option Agreement Amendment Cont'd

OPTION AGREEMENT  
CORPORATION OF THE CITY OF LONDON

PAGE 5

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

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

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

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

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## Appendix A

THIS **LEASE AMENDING AGREEMENT** is dated as of June 1, 2021.

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

**CITI PLAZA LONDON INC.**

(the “**Landlord**”)

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(the “**Tenant**”)

**WHEREAS** I.F. Propco Holdings (Ontario) 31 Ltd. and the Tenant entered into an Office Lease dated July 11, 2016 for Premises known as Suite 248 in the Project and which are approximately depicted and set out on Schedule “A” attached hereto and located at premises municipally known as 355 Wellington Street, London, Ontario and known as CITI PLAZA, which Lease has a current Term expiring as of March 31, 2022 (the “**Original Lease**”).

**AND WHEREAS** the parties to the Original Lease did enter into a Lease Amending Agreement dated as of **[August 3, 2018]** which agreement did amend certain terms of the Original Lease and did provide that notwithstanding the actual Rentable Area of the Premises being 61,578 square feet in accordance with the certifications provided by Landlord, the parties have agreed to adopt a Deemed Rentable Area of the Premises of 61,029 square feet of Rentable Area for the purposes of calculating certain Rents as further provided therein (the Original Lease as amended is collectively known herein as the “**Lease**”).

**AND WHEREAS** on March 24, 2020 the Landlord did acquire the Project from I.F. Propco Holdings (Ontario) 31 Ltd. and took an assignment of its interest in the Lease as of such date.

**AND WHEREAS** the Landlord and Tenant have agreed to extend the Term of the Lease and to amend certain terms and conditions as further set out herein.

**NOW THEREFORE** in consideration of the premises and the covenants and agreements herein and for other good and valuable consideration the receipt and sufficiency of such is hereby acknowledged by the parties, the Landlord and the Tenant agree as follows:

**1. Defined Terms**

Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Lease.

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## Appendix A Cont'd

### 2. Recitals

The recitals herein are true in substance and in fact.

### 3. Extension of Term

The Term of the Lease is extended for five (5) years commencing as of April 1, 2022 and such extended Term shall be fully complete and end on March 31, 2027 (the "Extended Term").

### 4. Minimum Rent during the Extended Term

As of the commencement of the Extended Term, Minimum Rent payable for the Premises shall be:

<u>Period (commencing as of the first day of the Extended Term)</u>	<u>Annual Rate Per Square Foot of Deemed Rentable Area</u>	<u>Per Year</u>	<u>Per Month</u>
Years 1 and 2	\$10.00	\$610,290.00	\$50,857.50
Years 3 and 4	\$11.00	\$671,319.00	\$55,943.25
Year 5	\$12.00	\$732,348.00	\$61,029.00

The Minimum Rent set forth above shall be subject to applicable sales taxes.

### 5. Additional Rent:

As per Original Lease, save and except that references to "initial Term" in Original Lease shall be deemed to include the Extended Term.

### 6. Minimum Rent Free Period

Subject to this Lease Amending Agreement being executed and an Event of Default not having occurred and remaining uncured beyond the applicable period if any, the Tenant shall not be responsible for the payment of Minimum Rent due under the Lease as amended herein for the first three (3) months of the Extended Term provided that all other Rents shall continue to be due and all other obligations under the Lease shall continue to apply. For clarity, no Inducement to Lease or other payment shall be due to Tenant on account of entering into this Lease Amending Agreement.

---

### 7. Further Extension of Term

Section 3.01A of the Lease is hereby amended and re-stated as follows:

So long as:

- (a) an Event of Default has not occurred and remains uncured beyond the applicable period if any;
- (b) no Transfer affecting Tenant, the Premises or the Lease has occurred;
- (c) the Tenant is itself actively carrying on its business operations from the whole of the Premises; and
- (d) the Tenant gives to Landlord written notice of its intention to further extend the Term of the Lease not more than twelve (12) months nor less than nine (9) months prior to the expiry of the Extended Term;

in such case the Tenant shall have the right to further extend the Extended Term of the Lease for one (1) further period of five (5) years upon the same terms and conditions as contained in the Lease except as otherwise expressly provided therein and except that there shall be no further right of extension or renewal, no rent concessions, no Landlord's Work required, no fixturing period and no tenant allowance, inducement or any other amount payable by Landlord to Tenant, and annual Minimum Rent shall be equal to the greater of:

- (i) the annual Minimum Rent payable during the last prior year of the Extended Term; or
- (ii) the fair market annual Minimum Rent for the Premises as agreed upon by the parties having regard to the finished condition of the Premises at the time of extension and having regard to then applicable Minimum rental levels for similar premises for a similar term in the Project. The parties shall make all reasonable efforts to reach agreement as to the fair market annual Minimum Rent for the extension term not less than three (3) months prior to the commencement of the extension term, and failing such agreement, fair market annual Minimum Rent for the extension term shall be fixed by an independent real estate appraiser appointed by Landlord and approved by Tenant, acting reasonably.

The Tenant shall execute Landlord's then current form of lease amending agreement or lease, as determined by Landlord, to give effect to such further extension of the Term.

### 8. Landlord Work

Subject to this Lease Amending Agreement being executed and an Event of Default not having occurred and remaining uncured beyond the applicable period if any, the Landlord covenants and agrees to complete the work set out and described on Schedule "B" attached hereto prior to the commencement of the

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**Appendix A Cont'd**

Extended Term subject to the applicable provisions respecting unavoidable delays further set out in the Lease.

**9. Project Improvements**

Subject to this Lease Amending Agreement being executed and an Event of Default not having occurred and remaining uncured beyond the applicable period if any, the Landlord covenants and agrees to use commercially reasonable efforts (subject to the applicable provisions respective unavoidable delays set out in the Lease) to carry out the Project Improvements set out and described at Schedule "C" attached hereto prior to the commencement of the Extended Term.

**10. Confirmation of Lease**

The Landlord and the Tenant confirm that the Lease is and remains in full force and effect as hereby amended.

**11. Counterparts**

This Agreement may be executed in one or more counterparts which may be executed and/or transmitted electronically or by facsimile and when taken together shall be deemed effective as an original document.

**IN WITNESS WHEREOF** the Landlord and Tenant have signed this Lease Amending Agreement as of the date first above written.

(Landlord)

**CITI PLAZA LONDON INC.**

\_\_\_\_\_  
Date

Per: *Robert Kilmov*  
Name: Robert Kilmov  
Title: Director

(Tenant)

**THE CORPORATION OF THE  
CITY OF LONDON**

\_\_\_\_\_  
Date

Per: \_\_\_\_\_  
Name:  
Title:

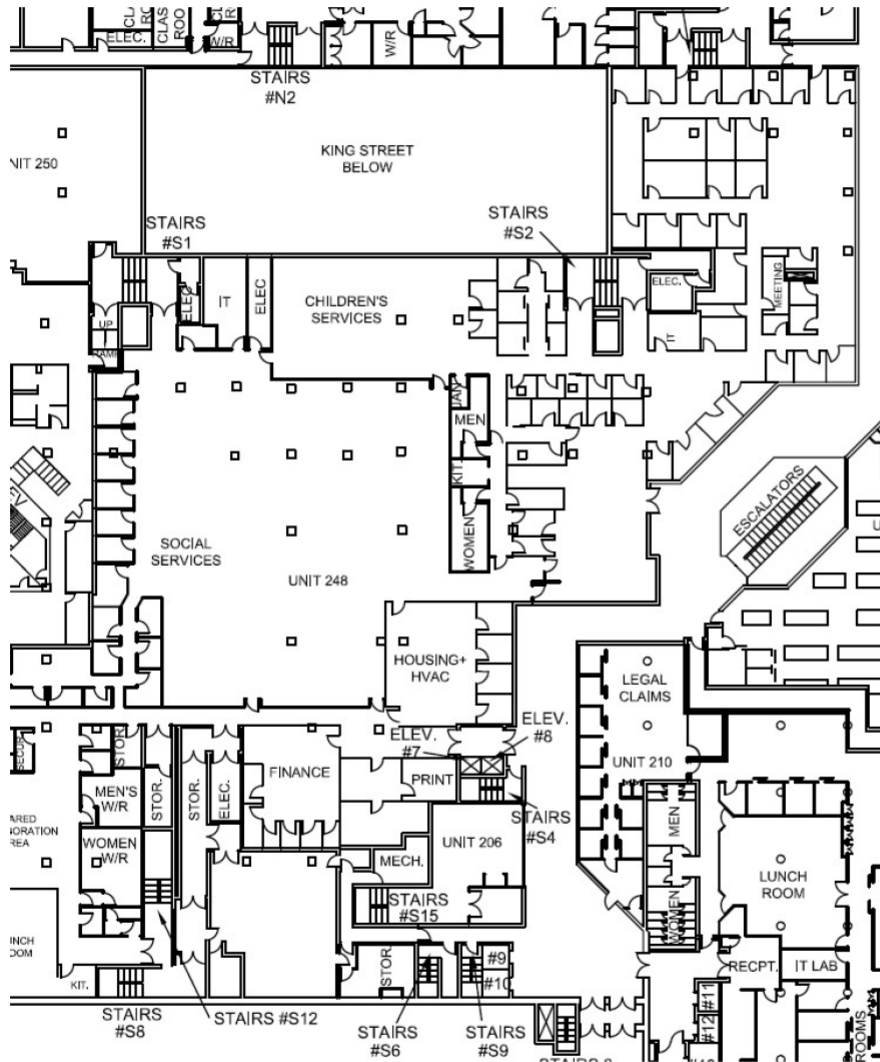
\_\_\_\_\_  
Date

Per: \_\_\_\_\_  
Name:  
Title:

SCHEDULE "A"

FLOOR PLAN OF THE PREMISES

This floor plan is provided for reference purposes only and shall not be used for any further purposes, including an interpretation of the limits of the Premises or a calculation of the Useable Area, Certified Useable Area, Rentable Area or Deemed Rentable Area, which will be based upon the remaining terms of the Lease and any amendments thereto.



**SCHEDULE "B"**

**LANDLORD WORK**

(i) remove the existing film from the skylights within the Premises and installing a new film or paint on the glass having a reasonable similar effect on either the interior or exterior of the skylight as Landlord and its contractors may reasonably determine;

The Tenant acknowledges that completion of the foregoing work shall require the Landlord and its contractors and/or agents to enter and complete the said work within the Premises and may result in disruptions to the Tenant's business operations including without limitation effecting closures or restrictions on accessing parts of the Premises and thereby temporarily limiting Tenant's use and enjoyment of the Premises provided that the Landlord shall undertake to use commercially reasonable efforts to minimize such disruptions and to complete the said work outside of typical business hours.

**SCHEDULE "C"**

**PROJECT IMPROVEMENTS**

(a) the Landlord shall complete certain modifications and updates to the HVAC System and the cooling system in particular so as to improve its efficiency and to better utilize its capacity within the Project with the goal of increasing utility efficiency and decreasing the Tenant's Operating Charge for cooling of the Premises; and

(b) the Landlord shall complete equipment upgrades to the CCTV system serving the Project to improve its security monitoring capabilities.

## Appendix A – Lease Extension and Amending Agreement

### LEASE EXTENSION AND AMENDING AGREEMENT DATED May 17, 2021 (the "Agreement")

B E T W E E N:

**785 WONDERLAND ROAD INC.**  
(Successor to Penretail Management Ltd.)  
(the "Landlord")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**  
**REALTY SERVICES DIVISION**  
(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 8<sup>th</sup> day of July, 2015, (the "Lease") the original landlord Penretail Management Ltd. (the "Original Landlord"), as landlord, and the tenant, as Tenant, the Original Landlord did demise and lease unto the Tenant certain premises designated as Unit No. E7 through E15 comprised of a Rentable Area of approximately 16,946 square feet, (the "Leased Premises") located in the shopping center known as Westmount Shopping Centre, municipality located in the City of London, in the Province of Ontario, (the Shopping Centre); for a term of five (5) years expiring on October 31, 2021 (the "Term"), and
- B. By an Agreement dated January 19, 2018, (the "Landlord Assignment") the Original Landlord assigned all of its right, interest and tile to the Landlord, 785 Wonderland Road Inc.; and
- C. The Landlord and Tenant have agreed to extend the Term of the Lease for a further period of five (5) years upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements between the parties and the sum of Ten Dollars (\$10.00) that has been paid by each of the parties to the other(s), the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true in substance and in fact.
2. The Term of the Lease shall be extended for a further period of five (5) years commencing on November 1, 2021 and expiring on October 31, 2026 (the "First Extension of Term").
3. The First Extension of Term shall be upon the same terms, covenants and conditions as are currently in effect in the Lease, with the understanding that:
  - (a) the Tenant accepts the Leased Premises in an "as is" condition, any further renovations, alterations or improvements in or to the Leased Premises are the sole responsibility of the Tenant and shall be undertaken and completed at the Tenant's expense and strictly in accordance with the provisions of the Lease;
  - (b) There shall be two (2) further rights of extension beyond the expiry of the First Extension of Term; and
  - (c) the Lease shall be amended in accordance with Section 3:
3. The Lease is hereby amended as follows:
  - (a) Minimum rent payable during the First Extension of Term shall be as follows:

"The Minimum Rent during the First Extension of Term shall be based on the annual rate of Nineteen Dollars (\$19.00) per square foot of the of the GLA of the Leased Premises and is payable in equal consecutive monthly instalments each in advance on the first day of each calendar month of the First Extension of Term."



## Appendix A Cont'd

- (b) Section 3.03A Options to Extend of the Lease is hereby deleted and replaced as follows:

"If the Tenant (a) in occupation of and carrying on business in the whole of the Premises is The Corporation Of The City Of London, (b) pays the Rent and all other sums payable as and when due, (c) punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of the Lease, (U) is not then in default and has not been in material or chronic default under the Lease, and (e) gives the Landlord not less than six (6) months and not more than eighteen (18) months written notice prior to the expiration of the preceding Term of the Lease of the Tenant's intention to extend the Term of the Lease, then the Landlord will grant to the Tenant **three (3)** consecutive rights to extend the Term of the Lease upon the expiry of the Term for a period of five (5) years each (the "First Extension of Term", "Second Extension of Term" and "**Third Extension of Term**" respectively) upon the same terms and conditions as set out in the Lease except that the Tenant will accept the Premises on an "as is" basis with no Landlord's Work to be performed, no rent free period, and no inducements or allowances shall be payable by the Landlord and except also that:

(i) there shall be no further right to extend the Term following the exercise, if any, of the foregoing right(s) to extend;

(ii) the Landlord may, at its option, require that the Tenant enter into an extension agreement, as prepared by the Landlord to give effect to the foregoing right(s) to extend; and

(iii) the Minimum Rent payable each consecutive twelve (12) month period of the First Extension of Term shall be Nineteen Dollars (\$19.00) per square foot of the GLA of the Premises. The Minimum Rent payable during each consecutive twelve (12) month period of the Second Extension of Term shall be Twenty Dollars (\$20.00) per square foot of the GLA of the Premises. **The Minimum Rent payable during each consecutive twelve (12) month period of the Third Extension of Term shall be based on the then prevailing fair market net rent for similar premises, similarly located. Should the amount of the Minimum Rent not be agreed upon by the expiry of the Second Extension of Term, then the amount of the Minimum Rent shall be arbitrated in accordance with the Arbitration Act and the Tenant shall continue to make rental payments as provided in the last year of the Second Extension of Term until the arbitrator's award at which time Minimum Rent shall be adjusted and any overpayment repaid to the Tenant or applied against other amounts owing by the Tenant to the Landlord or any underpayment paid by the Tenant to the Landlord. In no event will the Minimum Rent be less than the amount payable in the Second Extension of Term;**

If the Tenant fails to give the appropriate notice(s) within the time limit set out herein for extending the Term, then this right(s) shall be null and void and of no further force and effect. If the Tenant gives such appropriate notice(s) within the time limit set out herein for extending the Term, it will forthwith execute the documentation submitted by the Landlord pursuant to subsection (ii) of this Section.

- (c) Section 4.10 Additional Rent of the Lease is hereby deleted and replaced as follows:

Notwithstanding anything to the contrary contained in this Lease for the first twelve (12) month period of the initial Term, the aggregate of Taxes payable pursuant to Section 5.03 and the Tenant's Proportionate Share of Operating Costs payable pursuant to Section 6.04 (together the "Tax and CAM Charge") is Ten Dollars (\$10.00) per square foot of the GLA of the Premises per annum. The Tax and CAM Charge will be increased at the start of each twelve (12) month period thereafter (i.e. during the remainder of the Term and during the First Extension of Term, the Second Extension of Term) to equal the amount obtained by multiplying the Tax and CAM Charge specified above by a fraction, which has as its numerator the C.P.I. for the last month of the particular twelve (12) month period in question, and as its denominator the C.P.I. for the month in which the Commencement Date occurs. In no event will the Tax and CAM Charge for any twelve (12) month period be less than the amount payable by the Tenant in the immediately preceding twelve (12) month period. **At the beginning of the Third Extension of Term, the Tenant shall pay**

**Appendix A Cont'd**

**the greater of: (a) the actual costs of its Proportionate Share of Operating Costs, Taxes and CAM charges or; (b) the amount then in place at the commencement of the Third Extension of Term as increased by C.P.I. In no event will the Tenant's Additional Rent for the Third Extension of Term be less than the previous twelve (12) month period.**

4. The Tenant represents and warrants that it has the right, full power and authority to agree to extend the Term and amend the Lease as provided in this Agreement.

5. The terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. All capitalized terms and expressions when used in this Agreement have the same meaning as they have in the Lease, unless a contrary intention is expressed in this Agreement.


6. This Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.

7. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

8. This Agreement may be executed (either by original or PDF signature) in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Instrument.

**IN WITNESS WHEREOF THE LANDLORD AND TENANT HAVE EXECUTED THIS AGREEMENT**

**785 WONDERLAND ROAD INC.  
(Landlord)**

Per:  \_\_\_\_\_  
June 10, 2021

Per: \_\_\_\_\_  
I/We have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF LONDON  
REALTY SERVICES DIVISION  
(Tenant)**

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

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

I/We have authority to bind the Corporation

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21095

June 21, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, 166 Wellington Road  
Wellington Gateway Project  
(Subledger LD170110)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
David Schleichauf and Nikesha Schleichauf

### Finance Supports Report on the Sources of Financing:

Finance Supports 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 the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	4,590,394	726,057	5,743,449
<b>Total Expenditures</b>	<b>\$11,059,900</b>	<b>\$4,590,394</b>	<b>\$726,057</b>	<b>\$5,743,449</b>
<b>Sources of Financing</b>				
Capital Levy	1,157,204	480,296	75,968	600,941
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	4,110,098	650,089	5,142,508
<b>Total Financing</b>	<b>\$11,059,900</b>	<b>\$4,590,394</b>	<b>\$726,057</b>	<b>\$5,743,449</b>

### Financial Note:

Purchase Cost	\$685,000
Add: Legal Fees etc.	18,500
Add: Land Transfer Tax	10,175
Add: HST @13%	91,455
Less: HST Rebate	<u>-79,073</u>
Total Purchase Cost	<u>\$726,057</u>

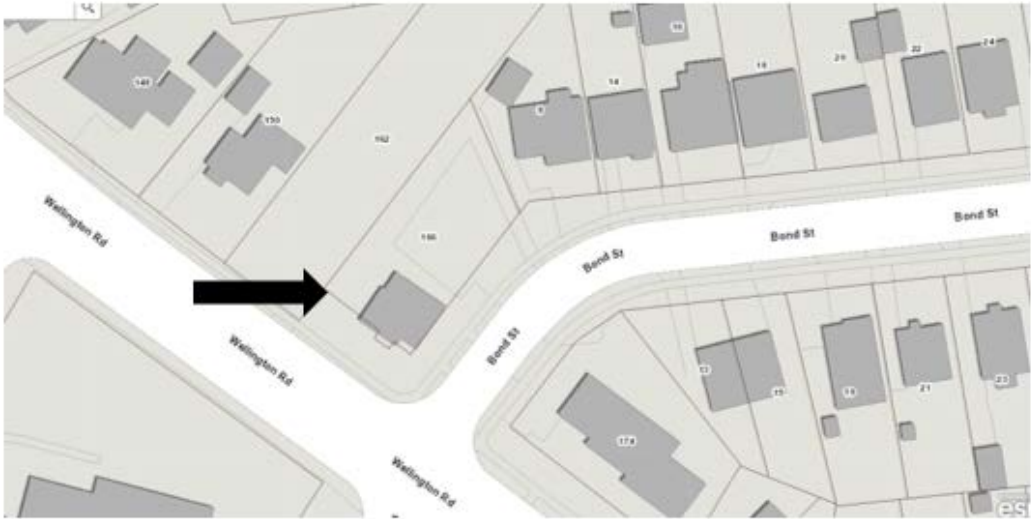
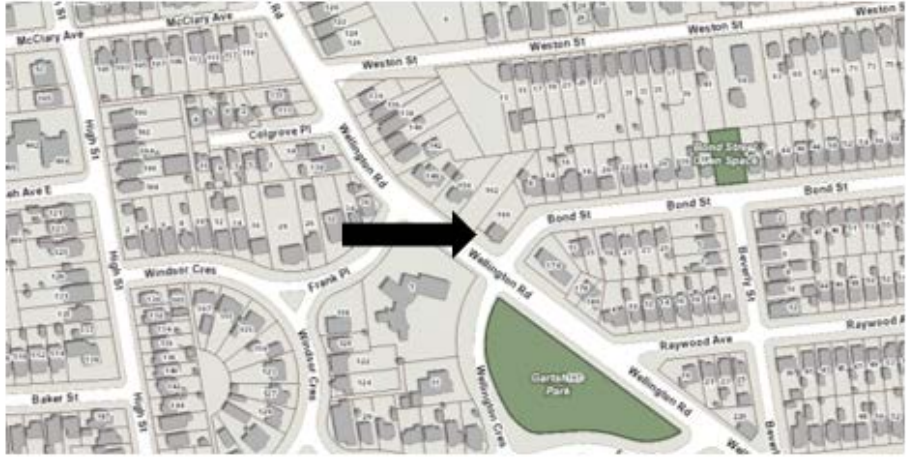
**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

  
Jason Davies  
Manager of Financial Planning & Policy

# Appendix B – Location Map

166 Wellington Road

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# Appendix C – Agreement of Purchase and Sale

Authenticsign ID: 7EF09486-7878-4D53-875F-1B4DFE9B3FEE

## AGREEMENT OF PURCHASE AND SALE

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

**VENDORS:** DAVID SCHLEIHAUF AND  
NIKESHA SCHLEIHAUF

### **REAL PROPERTY:**

Address: 166 Wellington Road, London, ON N6C 4N1

Location: East side of Wellington Road, North of Bond Street

Measurements: approximately 652.90 m<sup>2</sup>/ 7,028 ft<sup>2</sup>

Legal Description: Lot 1, Plan 467 (4<sup>th</sup>),  
Except Part 1, 33R-11032,  
City of London, County of Middlesex,  
being all of PIN 08358-0080 (LT), (the "Property")



1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendors in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be SIX HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS CDN (\$685,000.00) 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 Vendors until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **August 12, 2021**, after which date, if not accepted by Council, 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 **August 27, 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 **October 15, 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 Vendors agree 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:** The Vendors 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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement. 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 Vendors and which Vendors are 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 the Vendors 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 Vendors. If requested by the Purchaser, the 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 the Vendors 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 the Vendors 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 Vendors.
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 the Vendors under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if the Vendors deliver on completion the prescribed certificate or a statutory declaration that the Vendors are 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 Vendors 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 Vendors 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:** Vendors warrant 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 Vendors 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 Vendors and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendors 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 Vendors. 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.

We, the undersigned Vendors agree to the above offer.

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

  
\_\_\_\_\_  
Witness:  
  
\_\_\_\_\_  
Witness:

  
\_\_\_\_\_  
David Schleihauf

May 19, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nikesha Schleihauf

May 19, 2021  
\_\_\_\_\_  
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 \_\_\_\_\_, 2021.

THE CORPORATION OF THE CITY OF LONDON

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

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

NATALIE HOPE-SELKIN, B.A., LL.B. Barrister, Solicitor & Notary  
220 Duncan Mill Road, Suite 509 Toronto, Ontario CANADA M3B 3J5  
Tel: 647.977.3022 | Fax: 647.748.3022  
natalie@hopeselkinlaw.com | HopeSelkinLaw.com

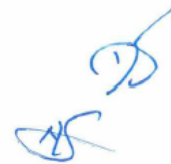
VENDOR'S LAWYER: \_\_\_\_\_

PURCHASER'S LAWYER: Sachil Tatavarti, Solicitor, 519-861-2489 (CITY) Ext. 4709 Fax: 519-661-0082



**SCHEDULE "A"**

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. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendors. Pending completion, the Vendors 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.
  3. **STATEMENT OF ADJUSTMENTS:** The Vendors shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendors may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
  4. **DISTURBANCE COSTS:** The Purchaser agrees to pay on completion, a further sum of \$15,000.00.
  5. **RESIDENTIAL TENANTS:** The Vendor shall give the Tenants notice that the Purchaser requires vacant possession on the closing date.
  6. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
  7. **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.
  8. **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 upon completion as set out in section 20 of the *Expropriations Act*.
  9. **VACANT POSSESSION:** The Vendors agree to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendors be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to One Thousand Dollars (\$1,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. The Seller has been advised by their real estate agents to consult with their real estate lawyer, prior to signing this contract. Upon signing the Seller confirms that their lawyer has reviewed the contract and provide approval on the terms of the agreement.





# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21107

June 21, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, 178 Wellington Road  
Wellington Gateway Project  
(Subledger LD210017)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
Crystal Faith Miller and Robert Bruce Ryding

### Finance Supports Report on the Sources of Financing:

Finance Supports 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 the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	5,838,340	522,154	4,699,406
<b>Total Expenditures</b>	<b>\$11,059,900</b>	<b>\$5,838,340</b>	<b>\$522,154</b>	<b>\$4,699,406</b>
<b>Sources of Financing</b>				
Capital Levy	1,157,204	610,869	54,633	491,702
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	5,227,471	467,521	4,207,704
<b>Total Financing</b>	<b>\$11,059,900</b>	<b>\$5,838,340</b>	<b>\$522,154</b>	<b>\$4,699,406</b>

### Financial Note:

Purchase Cost	\$442,000
Add: Legal Fees etc.	65,900
Add: Land Transfer Tax	5,315
Add: HST @13%	66,027
Less: HST Rebate	<u>-57,088</u>
Total Purchase Cost	<u>\$522,154</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.

  
Jason Davies  
Manager of Financial Planning & Policy

# Appendix B – Location Map

178 Wellington Road



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** CRYSTAL FAITH MILLER  
ROBERT BRUCE RYDING

**REAL PROPERTY:**

Address 178 Wellington Road, London, ON N6C 4N3

Location East side of Wellington Road, South of Bond Street

Measurements approximately 254.99 m<sup>2</sup>/ 2744.79 ft<sup>2</sup>

Legal Description: Part of Lots 16, 17, 18 & 26, Plan 467 (4<sup>th</sup>), in the City of London, County of Middlesex, being Part 1, 33R-3744, being all of PIN 08358-0084 (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 shall be FOUR HUNDRED AND FORTY-TWO THOUSAND DOLLARS CDN (\$442,00.00) 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 July 9<sup>th</sup>, 2021, after which date, if not accepted by Council, 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 July 13<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 July 16<sup>th</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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement, 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 the 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.



R.R.

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. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.



M  
R.R.

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

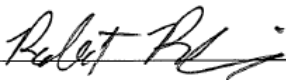
GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 8th day of June, 2021.

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: 

Name: CRYSTAL FAITH MILLER

Title: \_\_\_\_\_

Per: 

Name: ROBERT BRUCE RYDING

Title: \_\_\_\_\_

VENDOR'S LAWYER: John. A. Belecky, Solicitor, Belecky & Belecky, 519-673-5630 Fax: 519-667-44836

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

  
R.R.

SCHEDULE "A"

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. **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, the 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.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$39,800.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$22,100.00, prior to completion of this transaction.
8. **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 upon completion as set out in section 20 of the *Expropriations Act*.
9. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to One Thousand Dollars (\$1,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. **ADJUSTMENTS:** The parties agree that notwithstanding Section 3 of this Agreement, realty taxes, including local improvement rates, and utilities shall be adjusted effective June 25, 2021.
11. **CHATELS INCLUDED:** Dishwasher, 2 fridges, stove, couch, dresser, all blinds on windows.
12. **FIXTURES EXCLUDED:** Washer, dryer, 2 ceiling fans, chandelier, all curtains and rods, backyard shed
13. **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: Hot water heater
14. **BRIDGE FINANCING:** The Purchaser agrees to pay reasonable costs incurred by the Vendor from July 9th, 2021 to July 30, 2021 related to arranging bridge financing. Reasonable costs shall be limited to interest on principal, financial institution administrative costs, and the vendor solicitor's fees and costs.



R.R.

# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#21097  
June 21, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition, 1349 Southdale Road West  
Southdale Road West and Wickerson Road Improvements  
(Subledger LD200075)  
Capital Project TS1407-2 - Southdale - Wickerson Road to Byronhills Drive  
Mary Maclean and Alfred Donald Maclean

**Finance Supports Report on the Sources of Financing:**

Finance Supports 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 the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Director, 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	741,609	579,777	161,832	0
Construction	4,500,000	2,378	0	4,497,622
Utilities	838,943	0	0	838,943
City Related Expenses	100,000	4,996	0	95,004
<b>Total Expenditures</b>	<b>\$7,492,500</b>	<b>\$1,888,995</b>	<b>\$161,832</b>	<b>\$5,441,673</b>

**Sources of Financing**

Debtenture By-law No. W.-5607(b)-61	879,830	221,821	19,004	639,005
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	6,612,670	1,667,174	142,828	4,802,668
<b>Total Financing</b>	<b>\$7,492,500</b>	<b>\$1,888,995</b>	<b>\$161,832</b>	<b>\$5,441,673</b>

**Financial Note:**

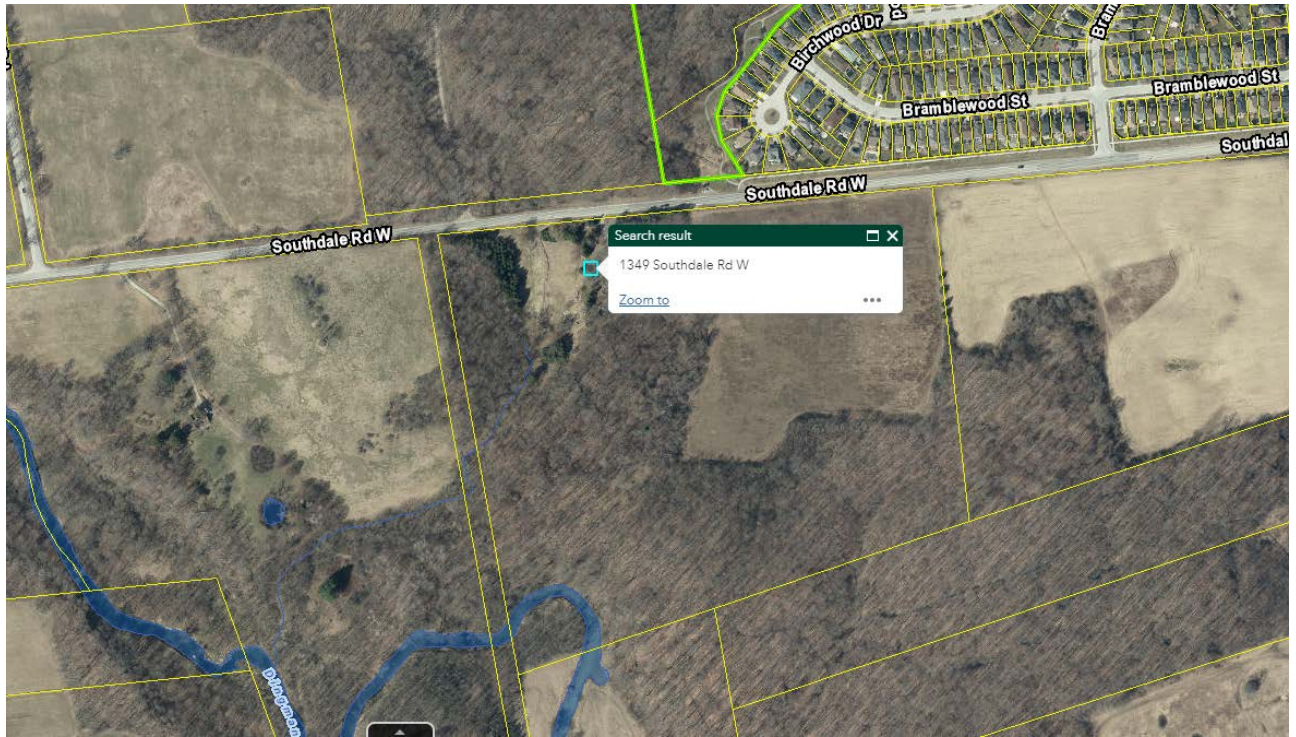
Purchase Cost	\$132,600
Add: Legal Fees etc.	25,400
Add: Land Transfer Tax	1,051
Add: HST @13%	20,540
Less: HST Rebate	<u>-17,759</u>
<b>Total Purchase Cost</b>	<b>\$161,832</b>

**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.

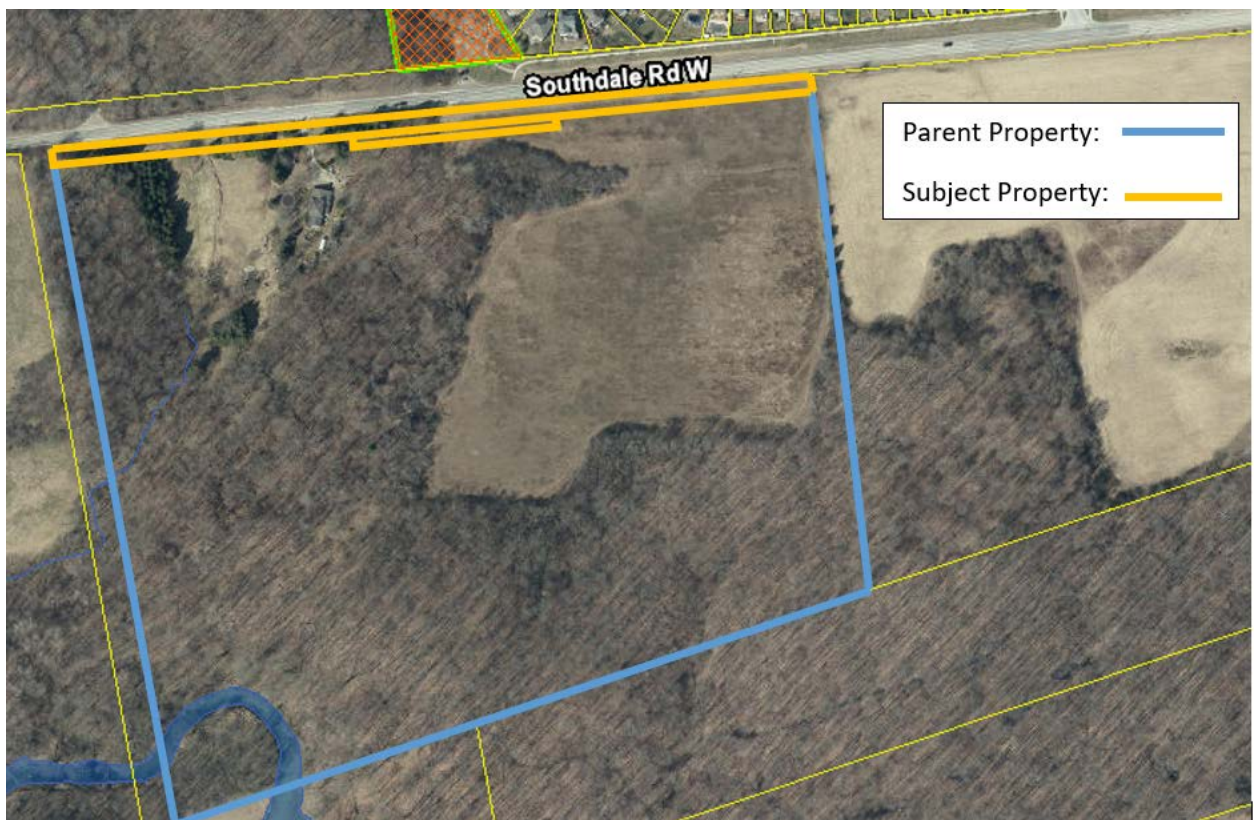
  
\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

HB

# Appendix B – Location Map



1349 Southdale Road West (Parent Parcel)





## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** MARY MACLEAN and ALFRED DONALD MACLEAN

**REAL PROPERTY:**

Address Part of 1349 Southdale Road West, London, Ontario

Location South side of Southdale Road West between Wickerson Road and Bramblewood Place

Measurements Irregular; approximately 4,221 square meters.

Legal Description: PART LOT 79 WTR; LONDON/WESTMINSTER being part of PIN 08224-0301 designated as Parts 18 and 21 on a draft reference plan to be deposited as shown on Schedule "A" attached hereto (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 ONE HUNDRED THIRTY TWO THOUSAND SIX HUNDRED DOLLARS CDN (\$132,600.00) 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" Description of the Property
  - Schedule "B" Additional Terms and Conditions
  - Schedule "C" Temporary Easement and Consent to Enter
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 July 30, 2021, 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 August 27, 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 September 10, 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

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 \_\_\_\_\_ day of \_\_\_\_\_,

SIGNED, SEALED AND DELIVERED  
In the Presence of

  
\_\_\_\_\_

Name: Mary Maclean

  
\_\_\_\_\_

Name: Alfred Donald Maclean

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

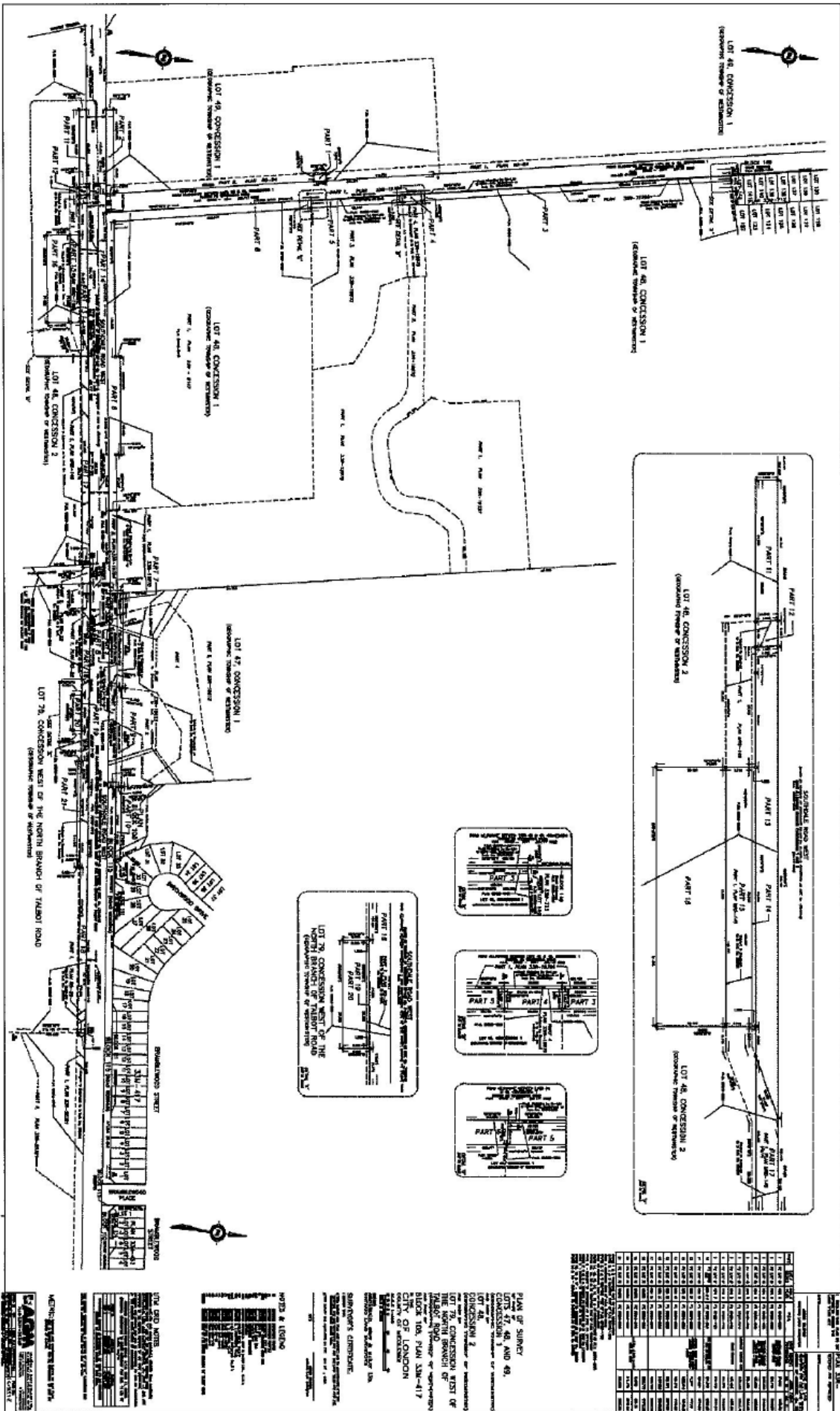
\_\_\_\_\_  
Ed Holder, Mayor

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

VENDOR'S LAWYER: \_\_\_\_\_

PURCHASER'S LAWYER: Sachit Tafavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A" Fee Simple Acquisition of "The Property"



LOT NO.	AREA (SQ. METERS)	AREA (SQ. FEET)	REMARKS
LOT 49	10,000	108,900	CONCESSION 1
LOT 48	10,000	108,900	CONCESSION 1
LOT 47	10,000	108,900	CONCESSION 1
LOT 29	10,000	108,900	CONCESSION 2
LOT 46	10,000	108,900	CONCESSION 2
LOT 45	10,000	108,900	CONCESSION 2
LOT 44	10,000	108,900	CONCESSION 2
LOT 43	10,000	108,900	CONCESSION 2
LOT 42	10,000	108,900	CONCESSION 2
LOT 41	10,000	108,900	CONCESSION 2
LOT 40	10,000	108,900	CONCESSION 2
LOT 39	10,000	108,900	CONCESSION 2
LOT 38	10,000	108,900	CONCESSION 2
LOT 37	10,000	108,900	CONCESSION 2
LOT 36	10,000	108,900	CONCESSION 2
LOT 35	10,000	108,900	CONCESSION 2
LOT 34	10,000	108,900	CONCESSION 2
LOT 33	10,000	108,900	CONCESSION 2
LOT 32	10,000	108,900	CONCESSION 2
LOT 31	10,000	108,900	CONCESSION 2
LOT 30	10,000	108,900	CONCESSION 2
LOT 29	10,000	108,900	CONCESSION 2
LOT 28	10,000	108,900	CONCESSION 2
LOT 27	10,000	108,900	CONCESSION 2
LOT 26	10,000	108,900	CONCESSION 2
LOT 25	10,000	108,900	CONCESSION 2
LOT 24	10,000	108,900	CONCESSION 2
LOT 23	10,000	108,900	CONCESSION 2
LOT 22	10,000	108,900	CONCESSION 2
LOT 21	10,000	108,900	CONCESSION 2
LOT 20	10,000	108,900	CONCESSION 2
LOT 19	10,000	108,900	CONCESSION 2
LOT 18	10,000	108,900	CONCESSION 2
LOT 17	10,000	108,900	CONCESSION 2
LOT 16	10,000	108,900	CONCESSION 2
LOT 15	10,000	108,900	CONCESSION 2
LOT 14	10,000	108,900	CONCESSION 2
LOT 13	10,000	108,900	CONCESSION 2
LOT 12	10,000	108,900	CONCESSION 2
LOT 11	10,000	108,900	CONCESSION 2
LOT 10	10,000	108,900	CONCESSION 2
LOT 9	10,000	108,900	CONCESSION 2
LOT 8	10,000	108,900	CONCESSION 2
LOT 7	10,000	108,900	CONCESSION 2
LOT 6	10,000	108,900	CONCESSION 2
LOT 5	10,000	108,900	CONCESSION 2
LOT 4	10,000	108,900	CONCESSION 2
LOT 3	10,000	108,900	CONCESSION 2
LOT 2	10,000	108,900	CONCESSION 2
LOT 1	10,000	108,900	CONCESSION 2

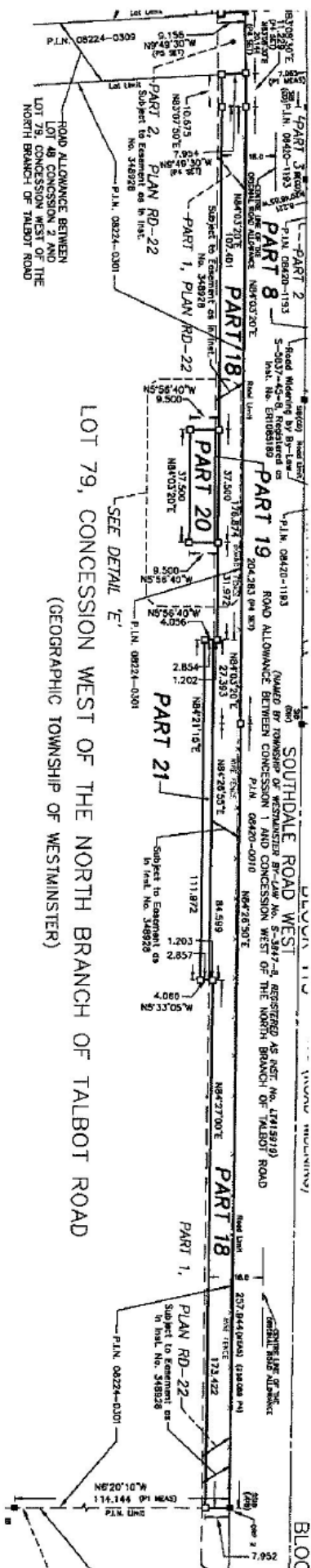
PLAN OF SUNCY  
 LOTS 47, 48, AND 49.  
 CONCESSIONS 1 AND 2.  
 LOT 29.  
 CONCESSION 2.  
 THE CITY OF LONDON  
 SURVEYOR GENERAL  
 10, BARRINGTON STREET, LONDON, E.C.4.

NOTES & LEGEND

THE CITY OF LONDON  
 SURVEYOR GENERAL  
 10, BARRINGTON STREET, LONDON, E.C.4.

AGM

PART	LOT/BLOCK	CON./PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA TABLE	
					Sq. M	Sq. Ft
18	PT. LOT 78	WNBTR	PT. 08224-0301	WAGLEN, ALFRED DONALD MACLEAN, MARY	3893.778	41912.29
19	PT. LOT 78	WNBTR	PT. 08224-0301		45.075	485.18
20	PT. LOT 78	WNBTR	PT. 08224-0301		311.175	3349.45
21	PT. LOT 78	WNBTR	PT. 08224-0301		327.660	3527.28



## SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **FENCING:** The Purchaser agrees, at its expense, to re-establish the existing fencing along the new property line in a permanent configuration on or before the completion of the project.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date for a period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.
4. **DISTURBANCE COSTS:** The Purchaser agrees to pay on completion, a further sum of SEVENTEEN THOUSAND \$17,400 CDN dollars as full and final payment for the loss of any and all trees, shrubs and landscaping located within the Property.
5. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
6. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the closing of this transaction, the Purchaser will grant to the Vendor a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.

**Schedule "C" GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER**

B E T W E E N:

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

And

MARY MACLEAN and ALFRED DONALD MACLEAN  
(the "Owner"(s))

PART LOT 79 WTR; LONDON/WESTMINSTER being part of PIN 08224-0301 as shown on Schedule "A1" attached hereto (the "Property")  
Legal Description

1349 Southdale Road West  
Municipal Address of Property

We, MARY MACLEAN and ALFRED DONALD MACLEAN, being the Owner(s) of the property described above and shown on Schedule "A1" attached, CONSENT to the entry on the property by the City, its contractors and employees, for the purpose of site construction associated with Southdale Road West and Wickerson Road Improvements (the "Project")

This Consent shall run from January 1, 2022 until December 31, 2023 for a term of twenty four (24) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of TWO THOUSAND DOLLARS CDN (\$2,000.00) in payment of the market value of the Temporary Easement payable in cash or by cheque upon completion of the Related Transaction set out in clause 3 of the Additional Terms and Conditions herein.

The City may renew the rights granted under this Consent for an additional two (2) x one (1) year terms commencing at the end of the original terms upon notice to the Owner(s) and payment of an additional ONE THOUSAND DOLLARS CDN (\$1,000.00).

The City agrees:

1. To restore the property used 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 Owner 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 the Owner 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. To restore any disturbance to underground electrical and video cables running from the house to the existing fence line at the front of the driveway
5. To re-align the existing driveway access to house while maintaining interim access during the course of the construction at the City's expense with the following features as described in Schedule "B1"
6. The Purchaser agrees that all trees to be removed from the Vendor's property will be limbed, the branches mulched and the logs left stacked on the Vendor's remaining property.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein.
2. The proposed use of the Consent has been discussed with the Owner 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 the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.

**ADDITIONAL TERMS AND CONDITIONS:**

24. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Owners 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*.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this \_\_\_\_\_ day of \_\_\_\_\_,

  
\_\_\_\_\_  
Mary Maclean

  
\_\_\_\_\_  
Alfred Donald Maclean

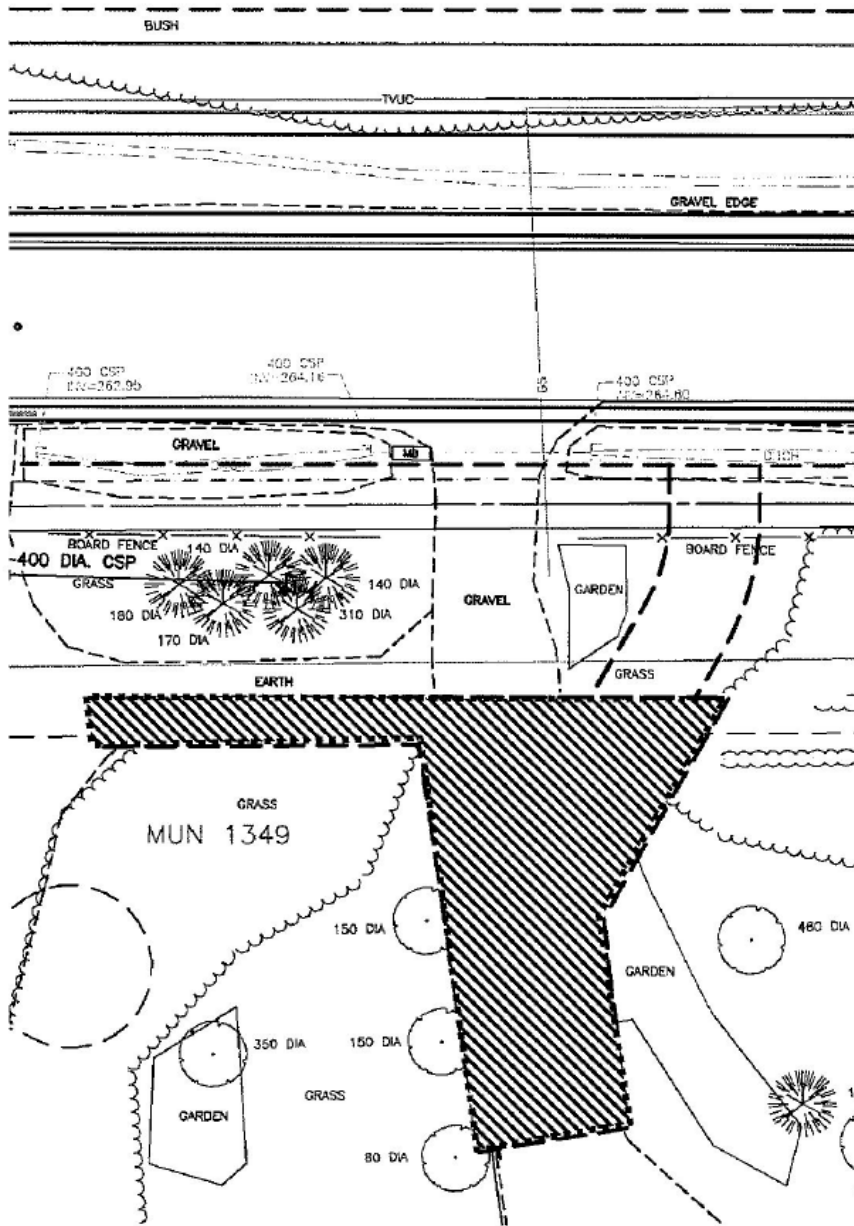
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

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

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

SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter

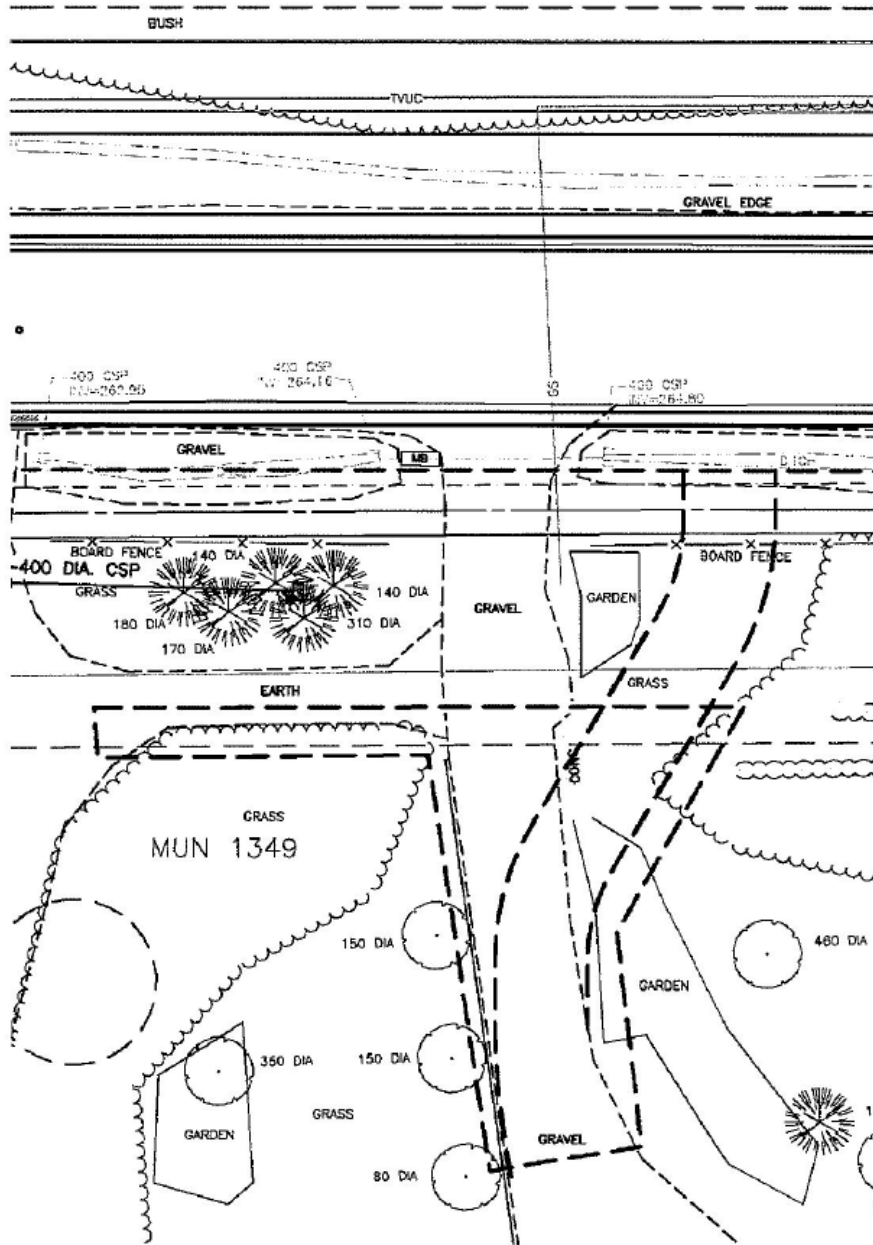


MUN 1349





Schedule B1 "Driveway Realignment"



MUN 1349

