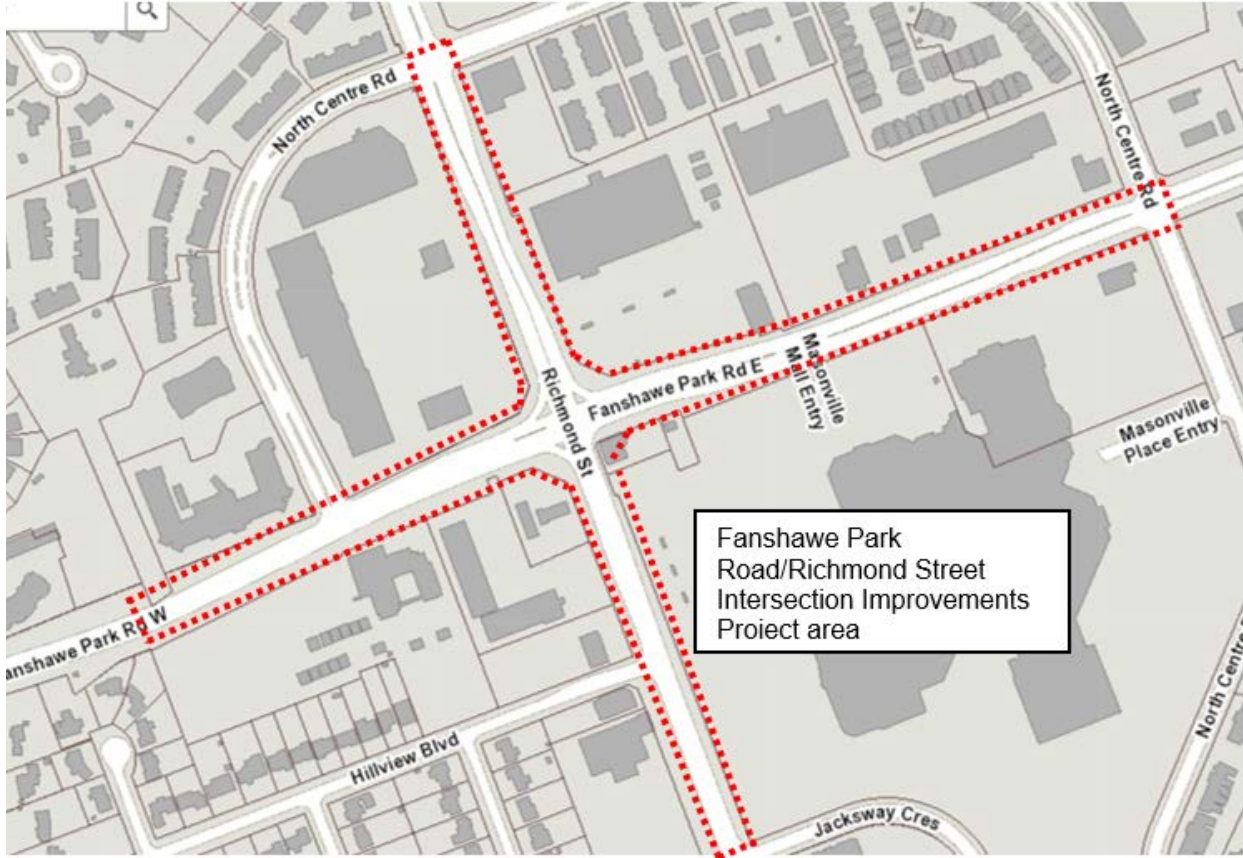
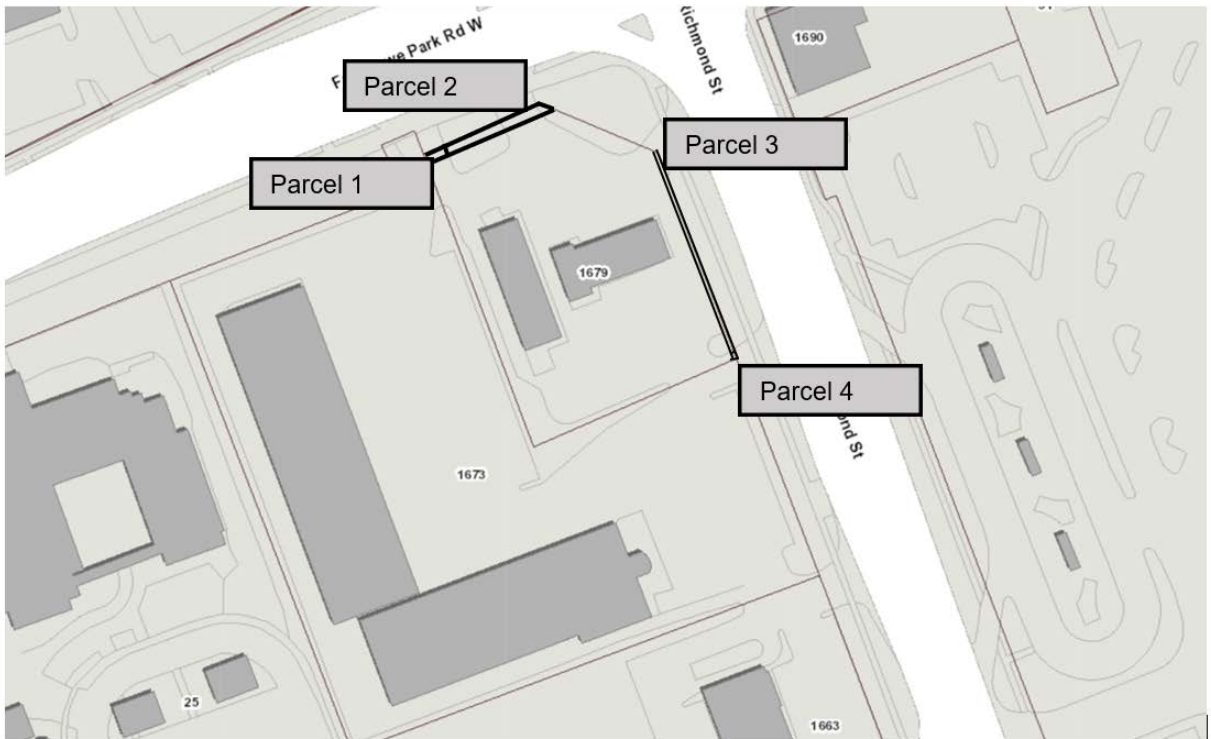


## Appendix B - Location Maps



### Loca



## Appendix C - Settlement Agreement

THIS SETTLEMENT AGREEMENT made this 27th day of May, 2021.

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

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

**SUNCOR ENERGY INC.**

(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owners.

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto and outlined in redline (the "Expropriation") Part 1, 2, 3 and 4 on Plan ER1383810;

KO

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

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

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 1679 Richmond Street North, City of London;

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

### 1.00 SETTLEMENT TERMS

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the sum of One Hundred and Twenty-Six Thousand Dollars (\$126,000.00), which sum represent the fair market value of the Expropriated Property located at 1679 Richmond Street North.
- 1.03 The City shall pay to the Owner an additional sum of Twenty Thousand Dollars (\$20,000.00) representing the full and final payment for the loss of any and all trees, shrubs, landscaping and all other improvements located within the Expropriated Property, and any and all property related claims arising out of or in any way connected with the Expropriation, any disturbance damages, as against the City arising out of or in any way connected with the Expropriation.
- 1.04 The Owner directs the City to allocate the total compensation in the sum of One Hundred and Forty-Six Thousand Dollars (\$146,000.00), and which represents full compensation for all claims under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended on the basis set out in paragraphs 1.02 and 1.03.
- 1.05 The Parties acknowledge and agree that this Agreement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
- 1.07 **SCHEDULE(S):** The following Schedules form part of this Agreement:
- Schedule "A" Legal Description ( the "Expropriated Property")
  - Schedule "B" Additional Terms and Conditions
  - Schedule "C" Full and Final Release

### 2.00 RELEASE

- 2.01 The Owner hereby forever releases and discharges City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the Expropriation including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any

special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of the Expropriation with the specific exception of liability for loss or damage arising from negligent acts of the City, its officers, agents, servants, employees and contractors undertaking works on the reconstruction, installation of services and widening of Richmond North and Fanshawe Park Road.

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

### **3.00 BINDING EFFECT**

- 3.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.
- 3.02 City staff have confirmed they are taking a report to City Council recommending the settlement, however, the decision to settle is subject to obtaining formal instructions from City Council.

### **4.00 GOVERNING LAW**

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

### **5.00 PAYMENTS**

- 5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be available to be advanced to the Owner, upon written request by the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.
- 5.02 The payment(s) referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders, and shall be subject to adjustments.
- 5.03 HST: If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

### **6.00 CLOSING DATE**

- 6.01 Notwithstanding a vacant possession date will be established in accordance with the provisions of the Expropriations Act, the parties agree to a possession date of August 31, 2021.

### **7.00 LEGAL COSTS:**

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

### **8.00 DISPOSAL OF EXPROPRIATED LANDS**

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

### **9.00 GENERAL PROVISIONS OF CONTRACT**

- 9.01 The parties agree that the terms of these Minutes are contractual, are not a mere recital and any breach of these terms may be enforced against the defaulting party by a legal proceeding, including, but not limited to, a claim for an injunction or other mandatory order where and to the extent that damages would be an inadequate remedy for the default.
- 9.02 It is understood and agreed that the fact and terms of these Minutes and the settlement underlying it, including the negotiations between the parties which led up to it, will be held in strict confidence and will not be divulged, disclosed, communicated or published by the parties hereto unless deemed essential on auditors' or accountants' advice, or for the purpose of any judicial or legal proceeding in

which case the fact that the settlement is made without any admission of liability will receive publication contemporaneously. The parties will not publish any articles, press releases or make any public statements about the matters settled herein.

- 9.03 The parties agree that where one or more provisions of these Minutes are found to be invalid, unenforceable, or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of these Minutes shall be deemed to be severable from the provisions so found and shall remain in full force and effect.
- 9.04 The parties shall make, do, and deliver all things required to implement this settlement and shall cooperate with one another as required in order to give effect to this settlement.

**10.00 POSSESSION DATE**

- 10.01 It is hereby acknowledged that the City has expropriated the lands in their entirety and in accordance with the provisions of the *Expropriations Act* and will be establishing a vacant possession date in accordance with the *Expropriations Act* . Possession shall be provided on this date, or such earlier date as the Parties agree to in writing.
- 10.02 The Owner agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.

**11.00 COMPLETE AGREEMENT**

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

Given under my/our hand and seal, (or, in witness whereof the vendor hereto has hereunto caused to be affixed its corporate seal attested by the hands of its proper signing officers, as the case may be) this 11th day of June, 2021.

SUNCOR ENERGY INC.

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

Name: Ken Ogston

Title: Director, Network Planning and Development

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

Name: \_\_\_\_\_

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

*I/We Have Authority to Bind the Corporation*

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. \_\_\_\_\_ of the Council of the Corporation of the City of London passed on \_\_\_\_ day of \_\_\_\_\_, 2021.

THE CORPORATION OF THE CITY OF LONDON

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

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

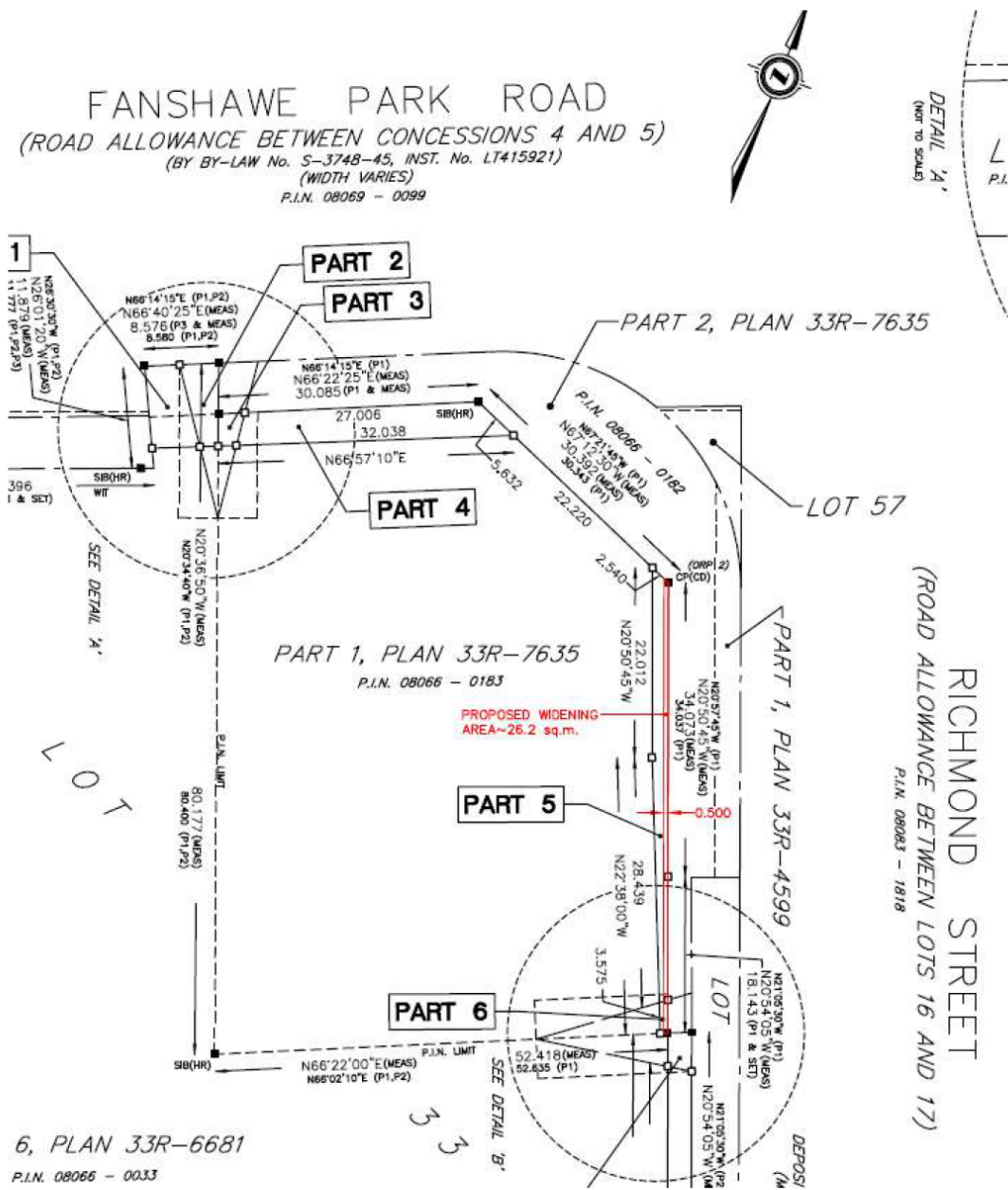
SCHEDULE "A"

Legal Description:

Part of Lot 33, Registrar's Complied Plan 1029, designated as Parts 1, 2, 3 and 4 on Plan ER1383810 shown on sketch below as 3, 4, 5 and 6, City of London, County of Middlesex, being Part of PIN 08066-0183 (LT)

KO

(being the "Expropriated Property")



**SCHEDULE "B"**

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Expropriated Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Expropriated Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Expropriated Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Purchaser, and not the Vendor shall be liable for any costs, damages, claims or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing and environmental contamination that may result from Expropriated Property.
3. **RE-IMBURSEMENT OF COSTS TO RE-INSTALL CURBING:** The parties acknowledge that a portion of the existing curbing on the Expropriated Property may need to be re-moved/re-installed onto the Vendors remaining lands (the "Curbing Work"). The City will pay the Vendor for the reasonable costs incurred to complete the Curbing Work. The Vendor shall be required to produce a quote for any required curbing work and the City will pay for the actual costs incurred. Payment shall be on a reimbursement basis upon receipt of proof that the costs were actually incurred and have been paid in full.
4. **ACCESS:** The Purchaser agrees to allow the Vendor to reserve over the Property a right of way for ingress and egress until such time as the Property is dedicated by by-law as a public highway.
5. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants in clauses 3 and 4 shall survive and shall not merge upon the completion of this transaction.

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

IN CONSIDERATION of the payment of the total sum of One Hundred and Forty-Six Thousand Dollars (\$146,000.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 1679 Richmond Street North, for all claims under the *Expropriations Act*, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages,

**Suncor Energy Inc.**

hereby releases, indemnifies and forever discharges THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, except legal fees and disbursements, which heretofore may have been or may hereafter be sustained by **Suncor Energy Inc.** and without restricting the generality of the foregoing from any claim against THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, in connection with the expropriation of land located at 1679 Richmond Street North, herein "the subject property," in the City of London.

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

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

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act* or otherwise provided in the agreement between the mortgagor and mortgagee.

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

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

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

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

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

AND **Suncor Energy Inc.** hereby authorizes and directs the releasee to pay the said consideration as follows:



(a) payment in the amount of **\$146,000.00** payable to **Suncor Energy Inc.**, in full satisfaction of the Claimant's damages in respect of the above noted expropriation;

IN WITNESS WHEREOF I have hereunto set my hand and seal this     day of June, 2021.

SUNCOR ENERGY INC.

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

*I/We Have Authority to Bind the Corporation*

# Appendix A - Source of Financing

## Appendix "A" Confidential

#21119

July 26, 2021  
(Settlement Agreement)

Chair and Members  
Corporate Services Committee

RE: Settlement Agreement - 1679 Richmond Street  
Fanshawe Park Road and Richmond Street Intersection Improvements Project  
(Subledger LD190050)  
Capital Project TS1134 - Intersection - Richmond Street And Fanshawe Park Road  
Suncor Energy Inc.

### 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, 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	1,200,000	823,665	0	376,335
Land Acquisition	4,500,000	402,888	169,907	3,927,205
Construction	4,000,941	941	0	4,000,000
Utilities	1,500,000	0	0	1,500,000
City Related Expenses	49,059	5,624	0	43,435
<b>Total Expenditures</b>	<b>\$11,250,000</b>	<b>\$1,233,118</b>	<b>\$169,907</b>	<b>\$9,846,975</b>
<b>Sources of Financing</b>				
Debenture	1,307,500	143,316	19,747	1,144,437
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,942,500	1,089,803	150,160	8,702,537
<b>Total Financing</b>	<b>\$11,250,000</b>	<b>\$1,233,118</b>	<b>\$169,907</b>	<b>\$9,846,975</b>

### Financial Note:

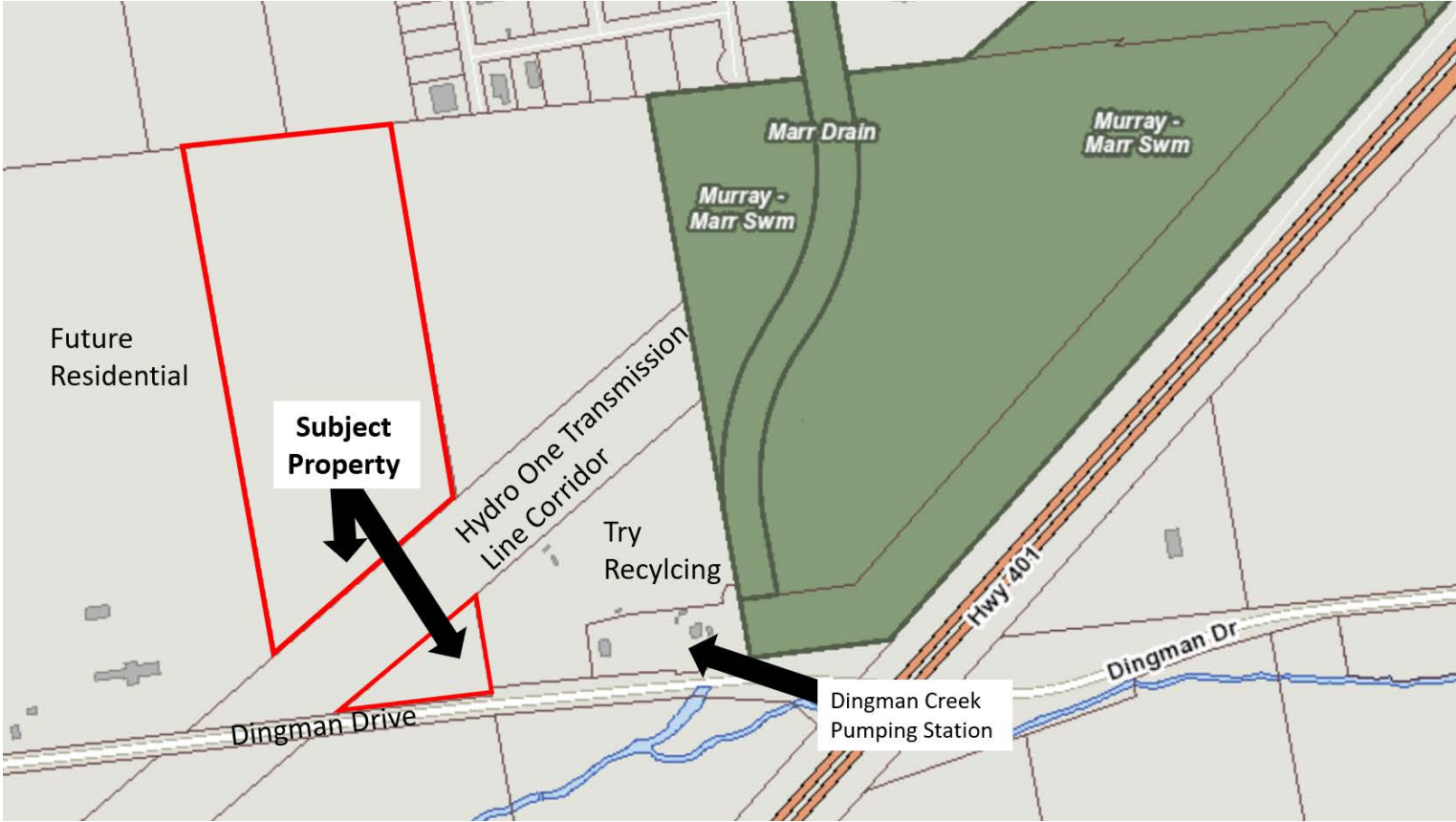
Purchase Cost	\$126,000
Add: Legal Fees etc.	40,000
Add: Land Transfer Tax	985
Add: HST @13%	21,580
Less: HST Rebate	-18,658
<b>Total Purchase Cost</b>	<b>\$169,907</b>

**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 & Aerial Map



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** COX, JULIA; COX, JOHN; MORTON, SARAH; MORTON, GREGORY; HAZELWOOD, RITA; HAZELWOOD, SIMON; SEFCSIK, ZSOFIA

**REAL PROPERTY:**

Address: 19 Dingman Drive, London Ontario

Location: North of Dingman Drive

Measurements: IRREGULAR- AREA of 33.55 +/- ACRES

Legal Description:

Part South 1/2 Lot 19, Concession 3 as in 496032; LONDON/WESTMINISTER, being all of PIN 08204-0131 (LT) and all of PIN 08204-0132 (LT), located in the City of London, County of Middlesex, Province of Ontario, as shown in sketch attached as Schedule "A"

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 Million Seven Hundred and Fifty Thousand Dollars CDN (\$1,750,000.00) payable as follows:
  - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) 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 certified 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
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 **August 13<sup>th</sup> 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 **November 24<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 **December 16<sup>th</sup> 2021**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
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. **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.
11. **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.
12. **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

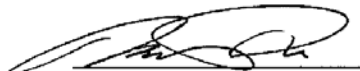
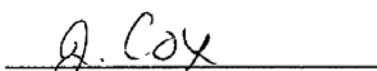
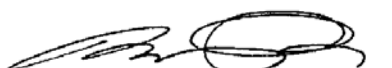

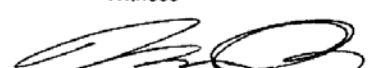
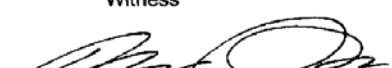
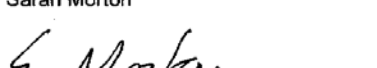
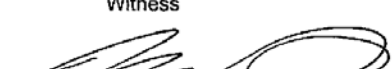
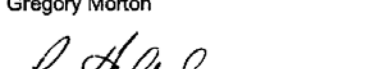

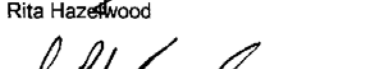
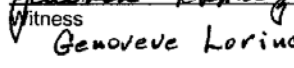
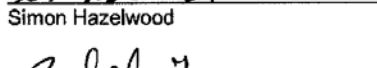
## Appendix C Cont'd— Agreement of Purchase and Sale

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

13. **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.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **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.
16. **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.
17. **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.
18. **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.
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.

# Appendix C Cont'd– Agreement of Purchase and Sale

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

 Witness <u>Marsha Driscoll</u>	 <u>Julia Cox</u>	<u>July 12, 2021</u> Date
 Witness	 <u>John Cox</u>	<u>July 12, 2021</u> Date
 Witness	 <u>Sarah Morton</u>	<u>July 12, 2021</u> Date
 Witness	 <u>G. Morton</u>	<u>July 12, 2021</u> Date
 Witness	 <u>R. Hazelwood</u>	<u>July 12, 2021</u> Date
 Witness	 <u>S. Hazelwood</u>	<u>July 12, 2021</u> Date
 Witness	 <u>Zsófia Sefcsik</u>	<u>July 12, 2021</u> 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.

THE CORPORATION OF THE CITY OF LONDON

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

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

VENDOR'S LAWYER: Susan A. Carlyle, 519-432-0632 ext. 222 Fax: 519-432-0634

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

SCHEDULE "A"  
"THE LAND"



Subject to Final Survey

## Appendix C Cont'd– Agreement of Purchase and Sale

### SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS & ASSESSMENT:** The Purchaser shall have until **4:30pm EST on November 30, 2021** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, wetland assessment, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on November 30, 2021** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **STORM WATER MANAGEMENT & SERVICING REVIEW AND HYDRO ONE NETWORKS INC. APPROVAL:** The Purchaser shall have until **4:30pm EST on November 30, 2021** to satisfy itself in its sole and unfettered discretion that the storm water management plan and servicing review and the acreage available to the Purchaser is suitable for its intended development of the property including any necessary approvals required from Hydro One Networks Inc. for a new road crossing along the Hydro One Transmission Corridor.

If the results of storm water management and servicing review and obtaining approvals from the Hydro One Networks Inc. for a new road are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **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.



**SCHEDULE “B” Cont'd**

5. **FEASIBILITY & APPROVAL WITH UPPER THAMES RIVER CONSERVATION AUTHORITY (UTRCA):** This offer is conditional upon the Purchaser until 4:30 pm EST on November 30, 2021, at the Purchaser's expense, determining the feasibility and securing necessary approvals with the Upper Thames River Conservation Authority of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion.

If the results of either the feasibility analysis or attempts to secure necessary approvals with the Upper Thames River Conservation Authority are not satisfactory to and/or achieved by the Purchaser, it shall, within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#21125  
July 26, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, 19 Dingman Drive  
Parks Planning & Operations  
(Subledger LD210070)  
New Capital Project PK273521 - 2021 Misc Parkland Acquisition  
Julia Cox, John Cox, Sarah Morton, Gregory Morton, Rita Hazelwood, Simon Hazelwood, Zsafia Sefcsik

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

Finance Supports confirms that the cost of this purchase cannot be accommodated within the financing available for it in the Capital Budget but can be accommodated with additional drawdowns from the Land Acquisition and Parkland Reserve Funds, and that, subject to the approval of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	This Submission
Land Acquisition	0	2,044,179	2,044,179
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$2,044,179</b>	<b>\$2,044,179</b>
<b>Sources of Financing</b>			
Drawdown from Land Acquisition Reserve Fund (Note 2)	0	265,743	265,743
Drawdown from Parkland Reserve Fund (Note 3)	0	1,778,436	1,778,436
<b>Total Financing</b>	<b>\$0</b>	<b>\$2,044,179</b>	<b>\$2,044,179</b>

**Financial Note:**

Purchase Cost	\$1,750,000
Add: Legal Fees etc.	227,893
Add: Land Transfer Tax	31,475
Add: HST @13%	257,126
Less: HST Rebate	-222,315
<b>Total Purchase Cost</b>	<b>\$2,044,179</b>

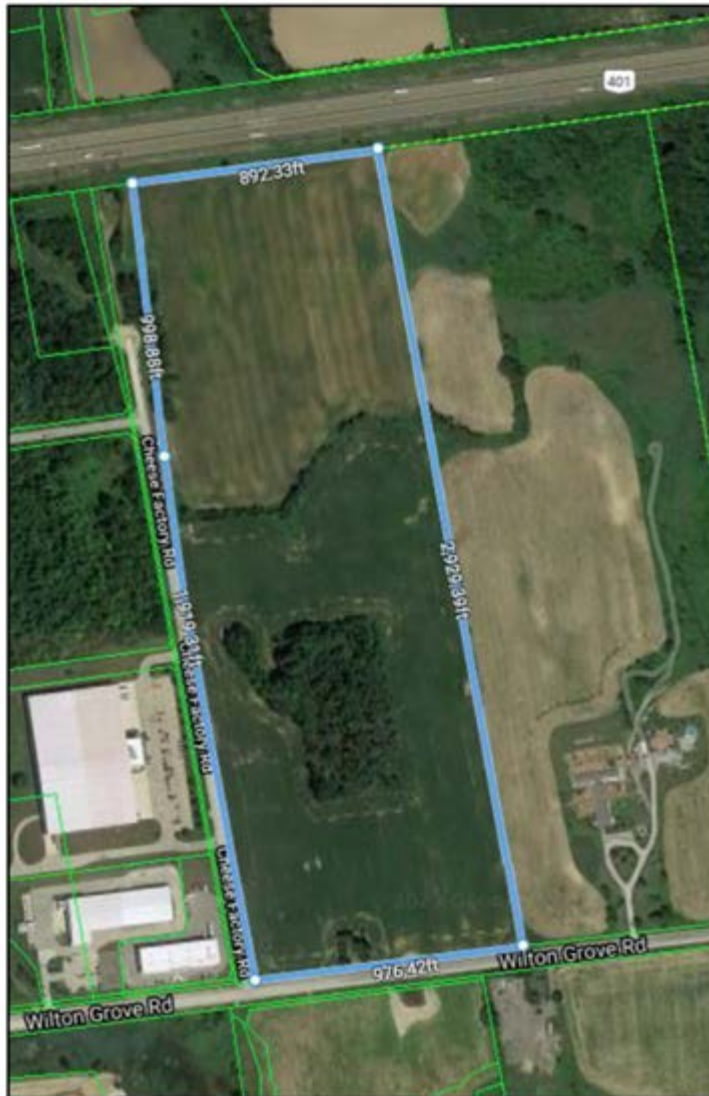
**Note 1:** The additional funding requirement is available as drawdowns from the Land Acquisition and Parkland Reserve Funds. The uncommitted balance of the Land Acquisition Reserve Fund will be approximately \$12.5M and the uncommitted balance of the Parkland Reserve Fund will be approximately \$2.2M with the inclusion of this purchase.

**Note 2:** In accordance with the Capital Asset Renewal and Replacement Reserve Fund Rationalization Report, Corporate Services Committee, September 8, 2020, the Woodland Acquisition and Management Reserve Fund was repurposed into the Urban Forestry Renewal Reserve Fund focused on the lifecycle renewal activities of the City's Forestry assets. Thus, Woodland land acquisitions will be funded from the Land Acquisition Reserve Fund in the future.

**Note 3:** There is no annual budget allocated to the miscellaneous parkland acquisition project due to the unknown timing and varying amounts of the acquisitions. The Parkland Reserve Fund is monitored to ensure adequate funding is available when needs arise.

  
\_\_\_\_\_  
Kyle Murray  
Director, Financial Planning and Business Support

**Appendix C – Location Map and Aerial**



Aerial of Subject Property

## Appendix B – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** AUZINS, KAREN; AUZINS, ERIC

**REAL PROPERTY:**

Address: 1710 WILTON GROVE ROAD

Location: SOUTH OF BRADLEY AVENUE

Measurements: IRREGULAR- AREA OF APPROX. 64 +/- ACRES

Legal Description:

PART LOT 12 CONCESSION 2; DESIGNATED AS PART 1 ON PLAN 33R9191 FORMERLY IN TOWN OF WESTMINSTER NOW IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING ALL OF PIN 08199-0006 together as highlighted in red and shown in Schedule "A" (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 Million One Hundred and Sixty Thousand Dollars CDN (\$4,160,000.00) payable as follows:
  - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) cash or cheque on the date hereof payable to the Vendor's solicitor, in trust; and,
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local 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
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 **September 17<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 **January 14<sup>th</sup> 2022** (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 **January 28<sup>th</sup> 2022**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
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. **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.
11. **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.
12. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, except as 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



## Appendix B – Agreement of Purchase and Sale Cont'd

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.

13. **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.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **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.
16. **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.
17. **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.
18. **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.
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.



**Appendix B – Agreement of Purchase and Sale Cont'd**

We the undersigned Vendors agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

Maria Cornell  
Witness

[Signature]  
Eric Auzins

1 JULY 2021  
Date

[Signature]  
Witness

[Signature]  
Karen Auzins

1 July 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.

THE CORPORATION OF THE CITY OF LONDON

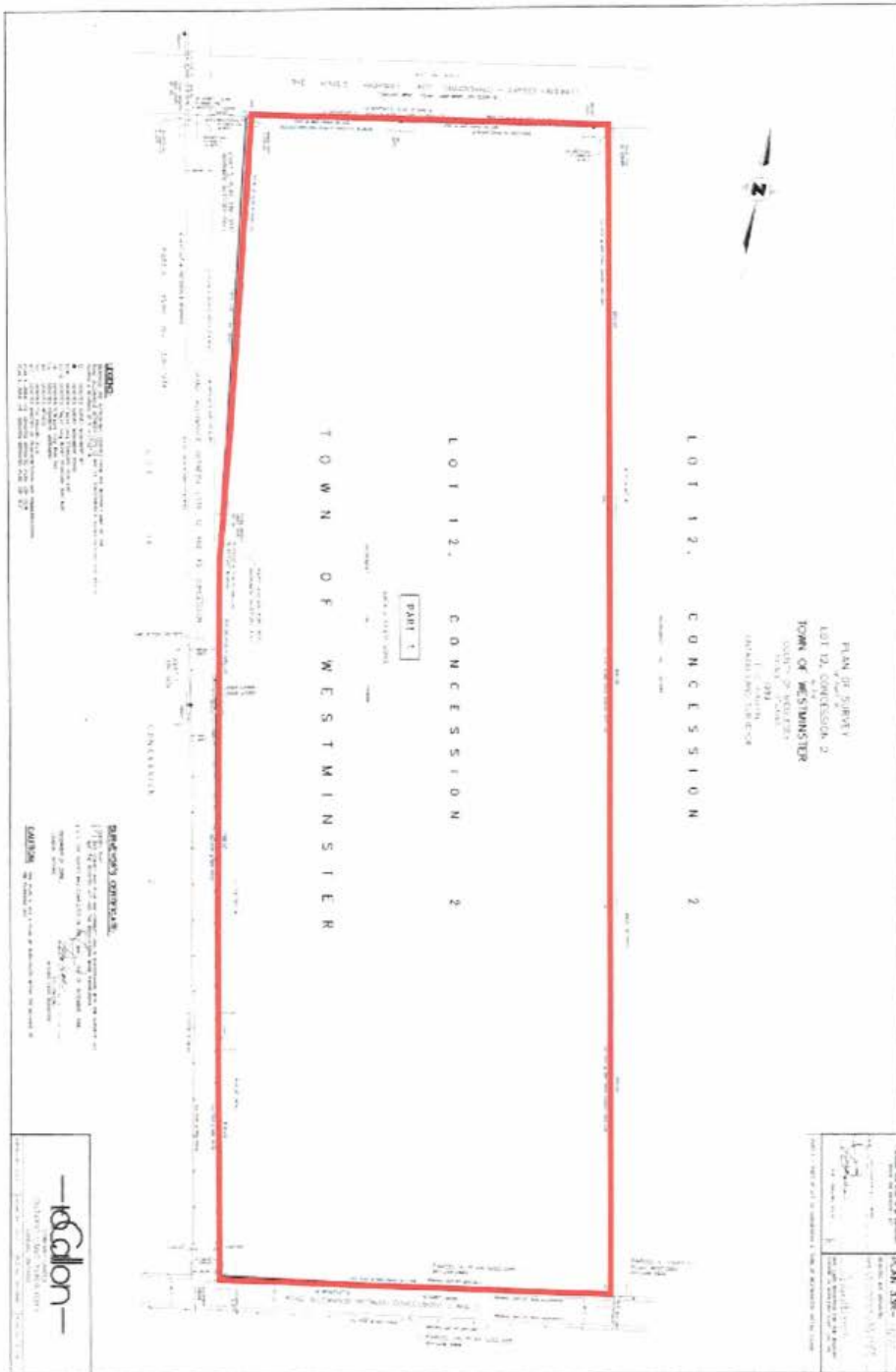
\_\_\_\_\_  
Ed Holder, Mayor

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

VENDOR'S LAWYER: JAMES D. FERGUSON, PARTNER, FERGUSON PATTERSON  
PROFESSIONAL CORPORATION, P. 514-963-0162 EXT. 2,  
F 514, 963, 0159  
PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2500 Ext. 5018 Fax: 519-661-5530

[Signature]

SCHEDULE "A"



## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:30pm EST on January 14<sup>th</sup> 2022** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, tree inventory, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, tree inventory, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on January 14<sup>th</sup> 2022** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property shown in Schedule "A". The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **STORM WATER MANAGEMENT REVIEW AND MINISTRY OF TRANSPORTATION & UPPER THAMES RIVER CONSERVATION AUTHORITY APPROVAL:** The Purchaser shall until **4:30pm EST on January 14<sup>th</sup> 2022** to satisfy itself in its sole and unfettered discretion with the storm water management plan and existing drain to assess the acreage available to the Purchaser for its intended development of the property including any necessary approvals required from the Ministry of Transportation and Upper Thames River Conservation Authority.

If the results of storm water management and existing drain review & obtaining approvals from the Ministry of Transportation and Upper Thames River Conservation Authority are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY:** The Purchaser shall have until **4:30pm EST on January 14<sup>th</sup> 2022** to obtain, at its expense, the appropriate amendments to the Official Plan (London Plan) and the Zoning By-Law necessary for the Purchaser to develop and use the Property for industrial use. Both the Purchaser and Vendor agree to proceed diligently to procure such amendments. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Ontario Land Tribunal (formerly the Local Planning Appeal Tribunal) (the "OLT"), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the OLT's final decision and Order regarding all such appeals within its jurisdiction. If the results of the Official Plan (London Plan) and Zoning By-law applications are not satisfactory to the Purchaser or the OLT modifies or amends the Official Plan Amendment or the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion, the Purchaser shall within the time limited herein or within ten (10) business days of the OLT decision and Order, if applicable,





## Appendix B – Agreement of Purchase and Sale Cont'd

deliver written notice to the effect to the Vendor and this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. Failing delivery of written notice within the applicable time periods, this condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.

5. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of Twenty Thousand Dollars CDN (\$20,000) is refundable to the Purchaser, without deduction, should this transaction fail to close on or prior to **January 28<sup>th</sup> 2022**.
6. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) CDN (excluding tax). The Purchaser further agrees to reimburse the Vendor's reasonable incurred appraisal fee as part of this transaction which shall be up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) CDN (excluding tax).
7. **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.



# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#21124

July 26, 2021

(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, 1710 Wilton Grove Road, London  
(Subledger LD210069)  
Capital Project ID1145 - Future Industrial Land Acquisition  
Karen Auzins and Eric Auzins

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

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available in the Capital Budget by transferring funds from a related project, and that, subject to the approval of the Deputy City Manager, Finance Supports on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	Revised Budget	Committed To This Date	This Submission	Balance for Future Work
Land Acquisition	36,056,245	6,209,014	42,265,259	35,667,681	4,424,929	2,172,649
City Related Expenses	32,036	0	32,036	32,036	0	0
<b>Total Expenditures</b>	<b>\$36,088,281</b>	<b>\$6,209,014</b>	<b>\$42,297,295</b>	<b>\$35,699,717</b>	<b>\$4,424,929</b>	<b>\$2,172,649</b>


**Sources of Financing**

Capital Levy	1,100,000	0	1,100,000	1,100,000	0	0
Debenture By-law No. W.-1716(f)-146	10,200,000	0	10,200,000	10,200,000	0	0
Drawdown from Industrial Land Reserve Fund - transfer from ID1150 - ILDS Internal Servicing (Note 1)	9,588,281	6,209,014	15,797,295	9,199,717	4,424,929	2,172,649
Debenture By-law No. W.-1716(f)-146 (Serviced through Industrial Land Reserve Fund)	15,200,000	0	15,200,000	15,200,000	0	0
<b>Total Financing</b>	<b>\$36,088,281</b>	<b>\$6,209,014</b>	<b>\$42,297,295</b>	<b>\$35,699,717</b>	<b>\$4,424,929</b>	<b>\$2,172,649</b>

**Financial Note:**

Purchase Cost	\$4,160,000
Add: Legal Fees etc.	110,100
Add: Land Transfer Tax	79,675
Add: HST @13%	555,113
Less: HST Rebate	<u>-479,959</u>
Total Purchase Cost	<u>\$4,424,929</u>

**Note 1:** A review of the Industrial Land Capital Plan identified \$6.2 million of available funding not imminently required in capital project ID1150 (ILDS Internal Servicing). The entire amount of funding identified will be transferred to ID1145 (Future Industrial Land Acquisitions) to offset the cost of this acquisition as well as future industrial land purchases. This leaves an uncommitted balance of approximately \$8.6M in ID1150 for future servicing. The Industrial Land Reserve Fund has an uncommitted balance of \$9.7 million available to support future land acquisitions and their servicing requirements.

  
\_\_\_\_\_  
Kyle Murray  
Director, Financial Planning and Business Support

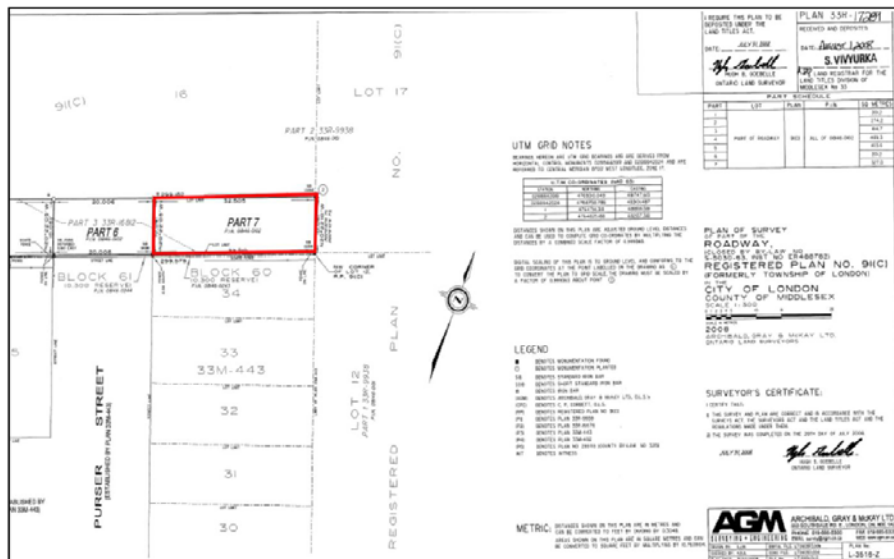
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# Appendix A – Aerial Location Map

## Location Map Aerial



Part 7 in Plan 33R-17289



Block 60 in 33M-443



## Appendix B – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** DREWLO HOLDINGS INC.

**VENDOR:** THE CORPORATION OF THE CITY OF LONDON

**REAL PROPERTY:**

Location EAST SIDE OF PURSER STREET

Measurements approximately 10.361 metres X 32.5 metres

Legal Description: Part of Roadway, Closed by By-law S-5030-63 as in ER488782, Plan 91(C), London Township, designated as Part 7 on 33R-17289 & Block 60, Plan 33M-443 in the City of London, County of Middlesex, being part of PIN 08146-0786 and all of PIN 08146-0243 as shown on Schedule "A" (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 AND TWENTY-FIVE THOUSAND DOLLARS CDN (\$125,000.00) payable as follows:
  - a) the balance of the sale price, subject to adjustments, in cash or by certified 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
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 17<sup>th</sup> 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 **November 30<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 **December 10<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 encumbrances, except as otherwise 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 Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to

## Appendix B – Agreement of Purchase and Sale Cont'd

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.

IN WITNESS WHEREOF THE PURCHASER HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS  
this 12<sup>th</sup> day of JULY, 2021.

SIGNED, SEALED AND DELIVERED  
In the Presence of

**DREWLO HOLDINGS INC.**

Per: 

Name: ALLAN DREWLO

Title: PRESIDENT

*I/We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 ext 7304 / Fax 519-672-2674

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

## Appendix B – Agreement of Purchase and Sale Cont'd

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

THE CORPORATION OF THE CITY OF LONDON

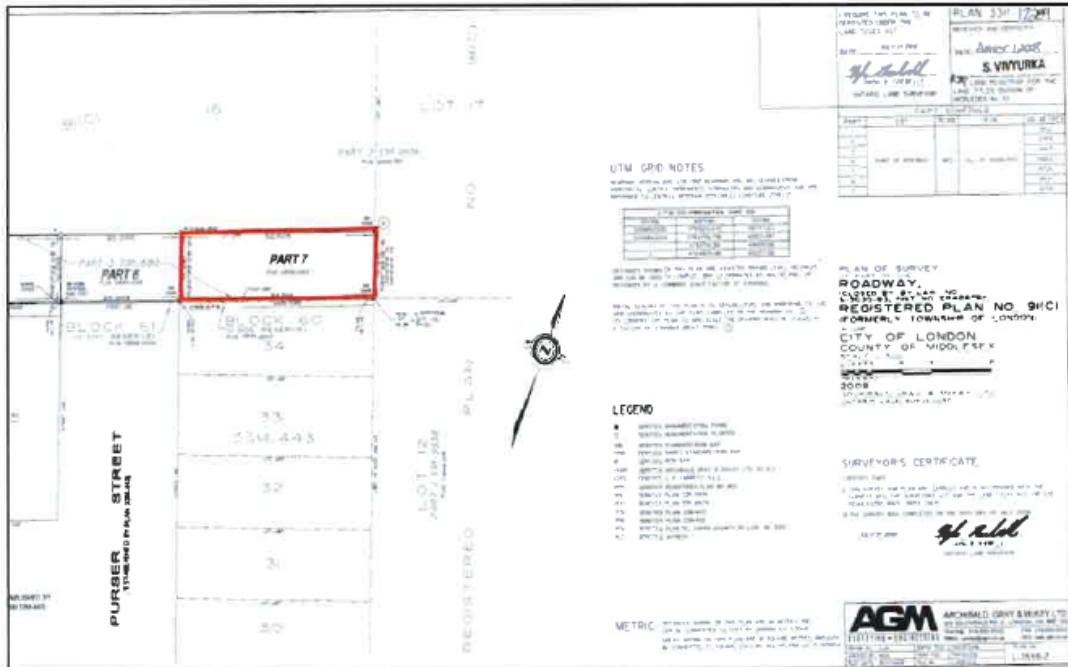
\_\_\_\_\_  
Ed Holder, Mayor

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

# Appendix B – Agreement of Purchase and Sale Cont'd

## SCHEDULE "A" THE LANDS

### Part 7 in Plan 33R-17289



### Block 60 in 33M-443



## Appendix B – Agreement of Purchase and Sale Cont'd

### **SCHEDULE "B"** **ADDITIONAL CONDITIONS**

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on November 30<sup>th</sup> 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and any deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **LAND TITLE REGISTRY CONVERSION:** The Purchaser shall have until **4:00PM on November 30<sup>th</sup> 2021** to take any and all steps required to convert the portion of the Property designated as Part 7 on 33R-17289 from Land Title Conversion Qualified to Land Titles Absolute Plus (the "Absolute Title Conversion"). The Vendor hereby agrees and provides consent for the Purchaser to make all necessary applications and send out notices to all adjoining owners on behalf of the City to convert the lands to Land Titles Absolute Plus. All costs and responsibility for the Absolute Title Conversion shall be sole responsibility of the Purchaser.

If the Purchaser is unable to secure the Absolute Title Conversion, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **"AS-IS, WHERE-IS":** The Purchaser acknowledges that the Vendor makes no representations and/or warranties with respect to the state of the Property and Purchaser agree to accept the property in an "as-in where-is" condition. As part of the Purchaser's own due diligence, the Purchaser shall satisfy itself at its sole risk and cost as the total developable area available on the Property.

Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertaking performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.