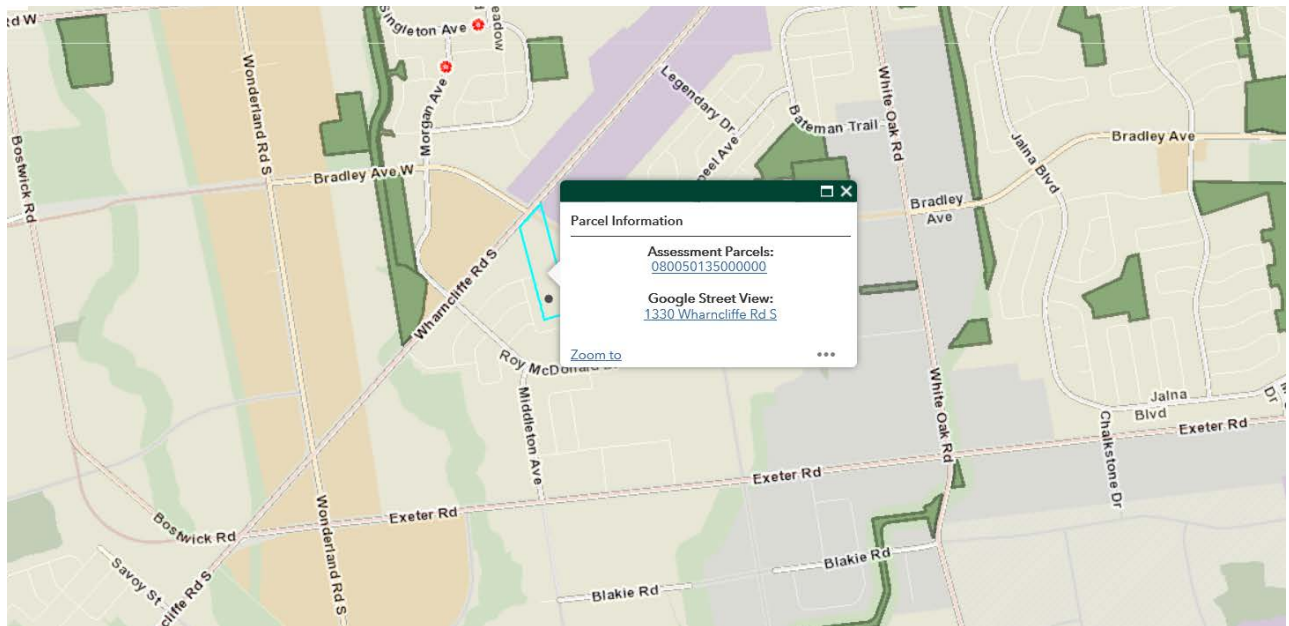
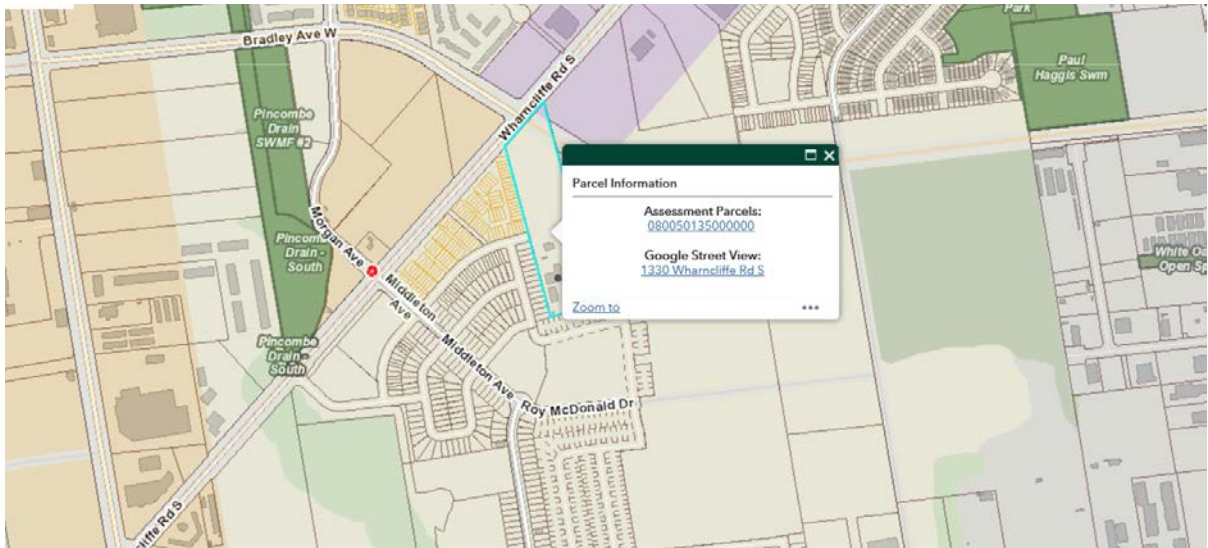


Appendix B – Location Map

1350 Wharncliffe Road South



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 2847012 ONTARIO INC

REAL PROPERTY:

Address 1350 Wharncliffe Road South, London, Ontario

Location South side of Wharncliffe Road

Measurements Irregular; 33,530 square feet

Legal Description: Part Lot 34, Concession 2, in the City of London, County of Middlesex, designated as Part 1 on Plan 33R-20205 and Part 1 Plan 33R-20821, being part of PIN 08209-0055, as shown on Schedule "A" (the "Property") attached hereto.

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 SEVENTY-THREE THOUSAND SIX HUNDRED DOLLARS CDN (\$473,600.00) 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 **November 19th, 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 **December 3rd, 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 17th, 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 Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection

going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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 _____, 1993.

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 9th day of Sep 2021,

SIGNED, SEALED AND DELIVERED
In the Presence of

2847012 ONTARIO INC

Per: [Signature]

Name: ASIF SHEIKH

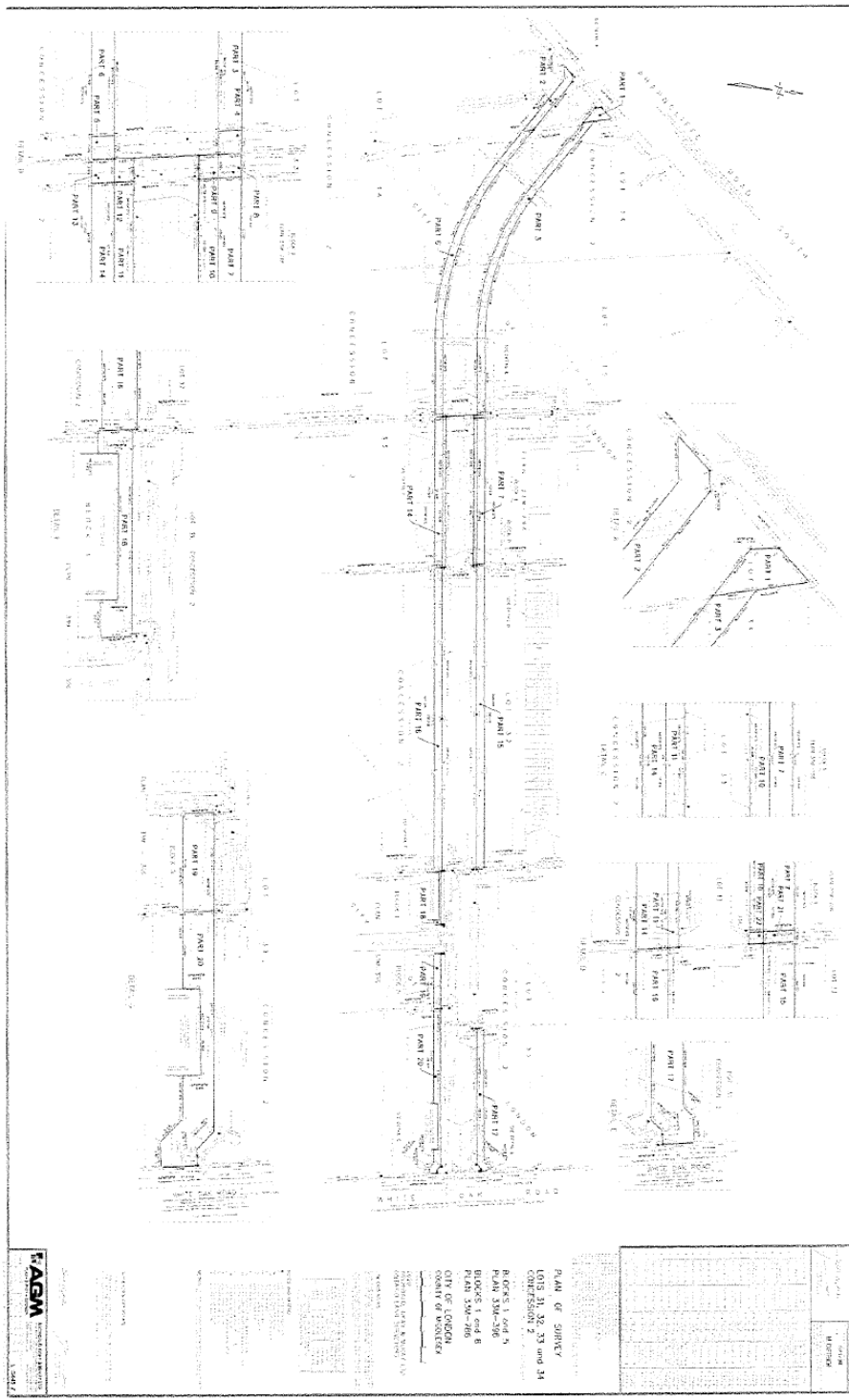
Title: VP

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: JEFF BELL @ SCOTT PETRE LLP.

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

SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20821

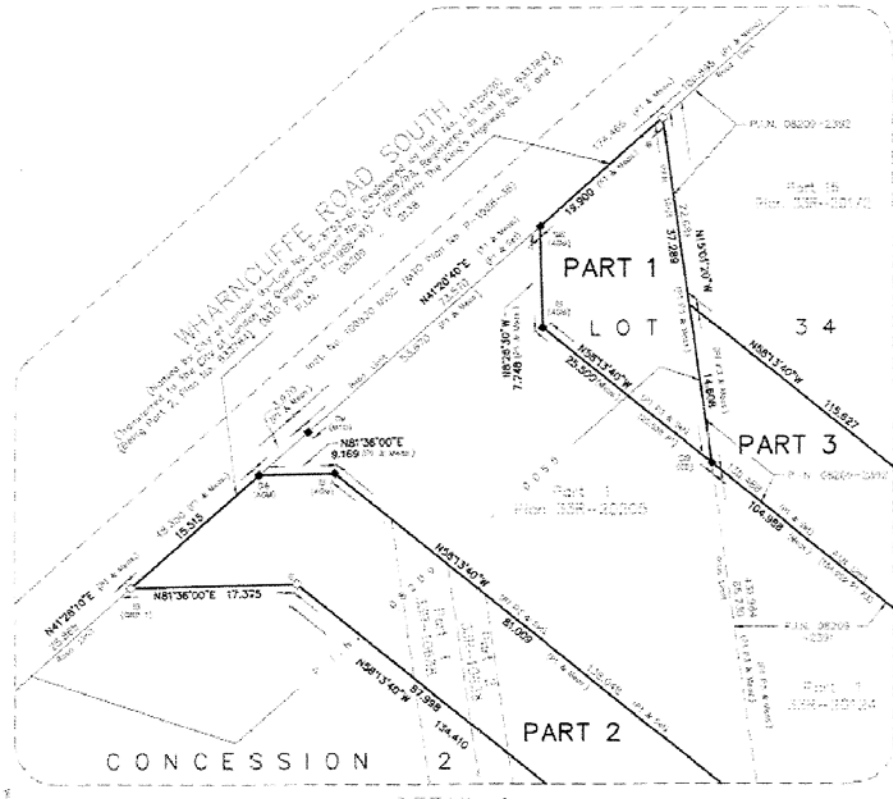


Part No.	Area (sq. m.)	Area (sq. ft.)
PART 1	1,000.00	10,763.91
PART 2	1,000.00	10,763.91
PART 3	1,000.00	10,763.91
PART 4	1,000.00	10,763.91
PART 5	1,000.00	10,763.91
PART 6	1,000.00	10,763.91
PART 7	1,000.00	10,763.91
PART 8	1,000.00	10,763.91
PART 9	1,000.00	10,763.91
PART 10	1,000.00	10,763.91
PART 11	1,000.00	10,763.91
PART 12	1,000.00	10,763.91
PART 13	1,000.00	10,763.91
PART 14	1,000.00	10,763.91
PART 15	1,000.00	10,763.91
PART 16	1,000.00	10,763.91
PART 17	1,000.00	10,763.91
PART 18	1,000.00	10,763.91
PART 19	1,000.00	10,763.91
PART 20	1,000.00	10,763.91
TOTAL	20,000.00	215,278.22

PLAN OF SURVEY
 LOTS 31, 32, 33 and 34
 CONFESSION 2
 BLOCKS 1 and 8
 PLAN 33R-208
 PLAN 33R-208
 CITY OF TORONTO
 COUNTY OF YORK

ASGM
 ARCHITECTURAL SURVEYING & MAPPING
 1000 SHEPPARD AVENUE EAST
 TORONTO, ONTARIO M2X 1K7
 TEL: (416) 491-1111
 FAX: (416) 491-1112
 WWW.ASGM.COM

SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20831 Continued

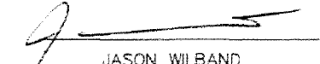


I REQUIRE THIS PLAN TO BE DEPOSITED UNDER
THE LAND TITLES ACT.

PLAN 33R-20821

DATE SEPT 15, 2020

RECEIVED AND DEPOSITED
DATE SEP 17 2020


JASON WILBAND
ONTARIO LAND SURVEYOR

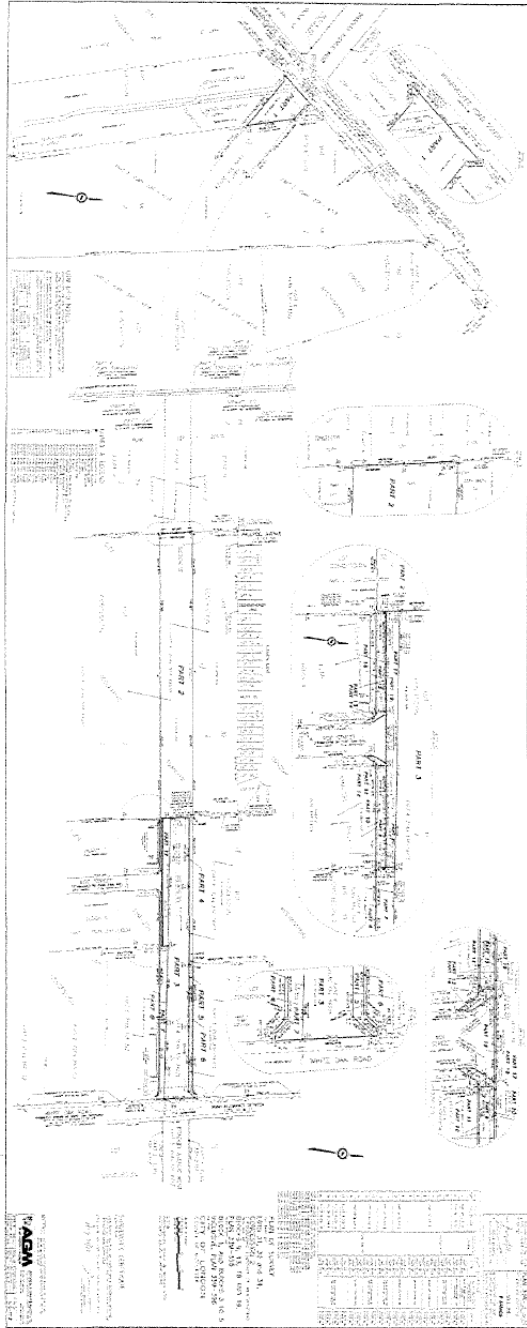
M. DIETRICH

REPRESENTATIVE FOR THE LAND REGISTRAR
FOR THE LAND TITLES DIVISION OF
MIDDLESEX (No. 33)

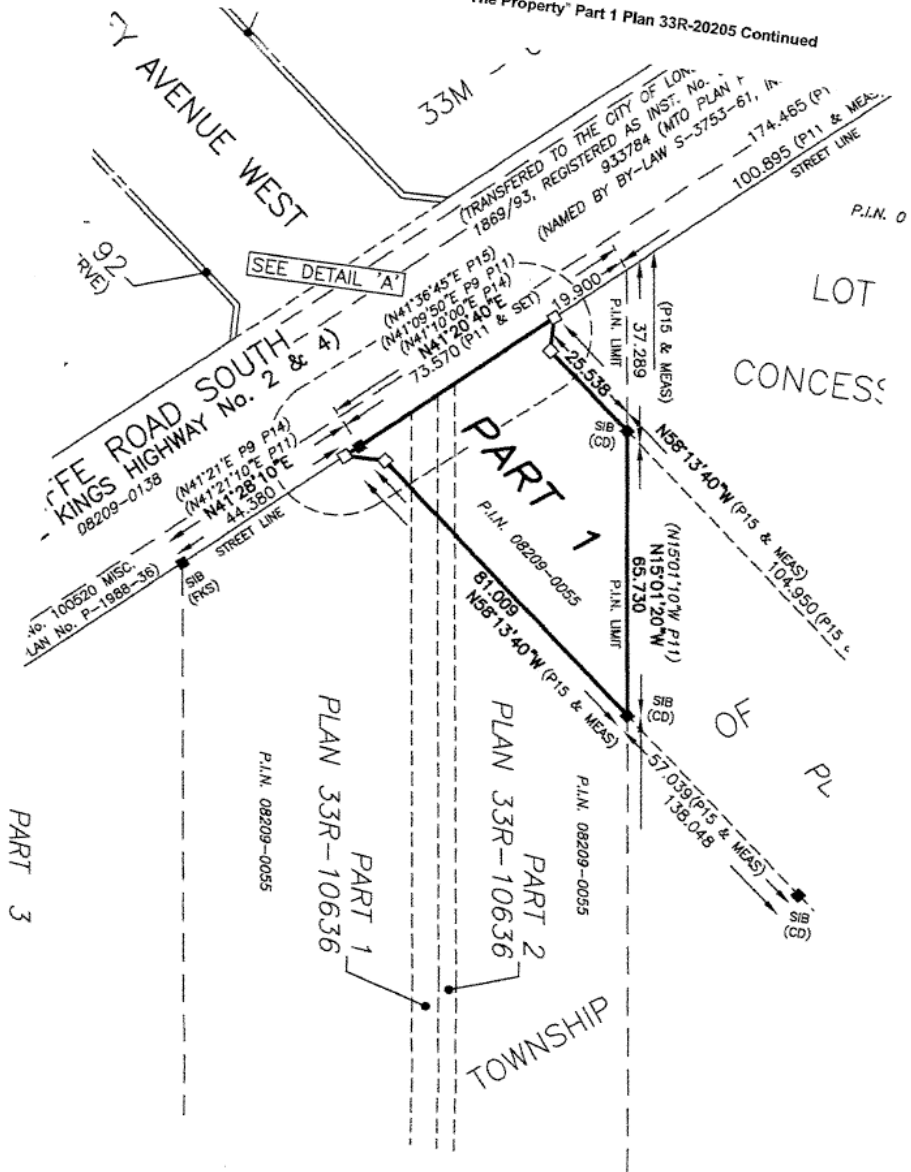
PARTS SCHEDULE:

PART	LOT/BLOCK	CONCESSION /PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA
1	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.03842 Ha. 0.0949 Ac.
2	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.09779 Ha. 0.2416 Ac.
3	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.42251 Ha. 1.0440 Ac.
4	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
5	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2551	Zedcore inc.	0.00366 Ha. 0.0090 Ac.
6	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.40343 Ha. 0.9969 Ac.
7	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.19393 Ha. 0.4792 Ac.
8	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
9	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
10	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.08145 Ha. 0.2013 Ac.
11	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.08137 Ha. 0.2011 Ac.
12	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
13	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
14	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.19430 Ha. 0.4801 Ac.
15	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39854 Ha. 0.9848 Ac.
16	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39837 Ha. 0.9844 Ac.
17	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0249	Carman and Alma Cook	0.18971 Ha. 0.4688 Ac.
18	Part of Block 1	Plan 33M-396	Part of P.I.N. 08209-2884	2242907 Ontario Inc.	0.02537 Ha. 0.0627 Ac.
19	Part of Block 5	Plan 33M-396	Part of P.I.N. 08209-2701	Banman Holdings Inc.	0.07178 Ha. 0.1774 Ac.
20	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0104	Cars Canada PHA 3 GPSPE L.L.C.	0.18236 Ha. 0.4506 Ac.
21	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00030 Ha. 0.0007 Ac.
22	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00013 Ha. 0.0003 Ac.

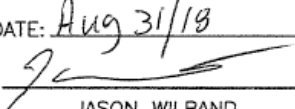
SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20205 Continued



SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20205 Continued



SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20205 Continued

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. DATE: <u>Aug 31/18</u>  JASON WILBAND ONTARIO LAND SURVEYOR	PLAN 33R-20205 RECEIVED AND DEPOSITED DATE: <u>SEP 5 - 2018</u> F. JAMES REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)
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PART SCHEDULE					
PART	LOT/BLOCK	CONCESSION /PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA
1	PART OF LOT 34	CONCESSION 2	PART OF 08209-0055	JEAN A. AND DANIELLE ARROYAS	0.2707 Ha 0.669 Ac
2	PART OF LOT 32		PART OF 08209-2026	MOLLYANN HARRIET LEA JOHNSTONE	1.7934 Ha 4.432 Ac
3	PART OF LOT 31		PART OF 08209-0248	THE CORPORATION OF THE CITY OF LONDON	1.2041 Ha 2.975 Ac
4			PART OF 08209-0248		0.0937 Ha 0.231 Ac
5			PART OF 08209-0249	CARMAN AND ALMA COOK	0.0844 Ha 0.209 Ac
6			PART OF 08209-0249		0.0056 Ha 0.014 Ac
7			PART OF 08209-0104	2494590 ONTARIO INC.	0.1845 Ha 0.456 Ac
8			PART OF 08209-0104		0.0065 Ha 0.016 Ac
9	PART OF BLOCK 5	PLAN 33M-396	PART OF 08209-0237	BANMAN HOLDINGS INC.	0.0208 Ha 0.052 Ac
10			PART OF 08209-0237		0.0022 Ha 0.005 Ac
11	PART OF BLOCK 4		PART OF 08209-0206	THE CORPORATION OF THE CITY OF LONDON	0.0001 Ha 0.000 Ac
12			PART OF 08209-0206		0.0024 Ha 0.006 Ac
13	PART OF BLOCK 3		PART OF 08209-0205	THE CORPORATION OF THE CITY OF LONDON	0.0001 Ha 0.000 Ac
14			PART OF 08209-0205		0.0024 Ha 0.006 Ac
15	PART OF BLOCK 1		PART OF 08209-0203	2242907 ONTARIO INC.	0.0202 Ha 0.050 Ac
16			PART OF 08209-0203		0.0021 Ha 0.005 Ac
17	ALL OF BLOCK 13		ALL OF 08209-0215	THE CORPORATION OF THE CITY OF LONDON	0.1643 Ha 0.406 Ac
18	ALL OF BLOCK 19		ALL OF 08209-0221		0.0010 Ha 0.003 Ac
19	ALL OF BLOCK 9		ALL OF 08209-0211		0.0022 Ha 0.005 Ac
20	ALL OF BLOCK 18		ALL OF 08209-0220		0.0022 Ha 0.005 Ac

PART 1 COMPRISES PART OF PIN 08209-0055.
 PART 2 COMPRISES PART OF P.I.N. 08209-2026.
 PARTS 3 AND 4 COMPRISE PART OF P.I.N. 08209-0248.

SCHEDULE "B" Additional Terms and Conditions

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. **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.
3. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** The Vendor will grant to the Purchaser 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

2847012 ONTARIO INC
(the "Owner"(s))

Part Lot 34, Concession 2, in the City of London, County of Middlesex, designated as Part 2 on Plan
33R-20821, being part of and together with the bisected portion of PIN 08209-0055, as shown on
Schedule "A" (the "Property") attached hereto.
Legal Description

Part of 1350 Wharncliffe Road South, London, Ontario
Municipal Address of Property

2847012 Ontario Inc., 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 the Bradley Avenue Road Extension Project (the "Project").

This Consent shall run from April 1st, 2023 until March 31st, 2024 for a term of twelve (12) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of SEVEN THOUSAND FOUR HUNDRED DOLLARS CDN (\$7,400.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1st, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional SEVEN THOUSAND FOUR HUNDRED DOLLARS CDN (\$7,400.00)

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 except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

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.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated at any time after the signing of this Consent until the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

ADDITIONAL TERMS AND CONDITIONS:

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*.

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

DATED at London this 9th day of Sep 2021.

2847012 ONTARIO INC

Per: 

Name: ASIF SHEIKH

Title: VP

I/We Have the Authority to Bind the Corporation

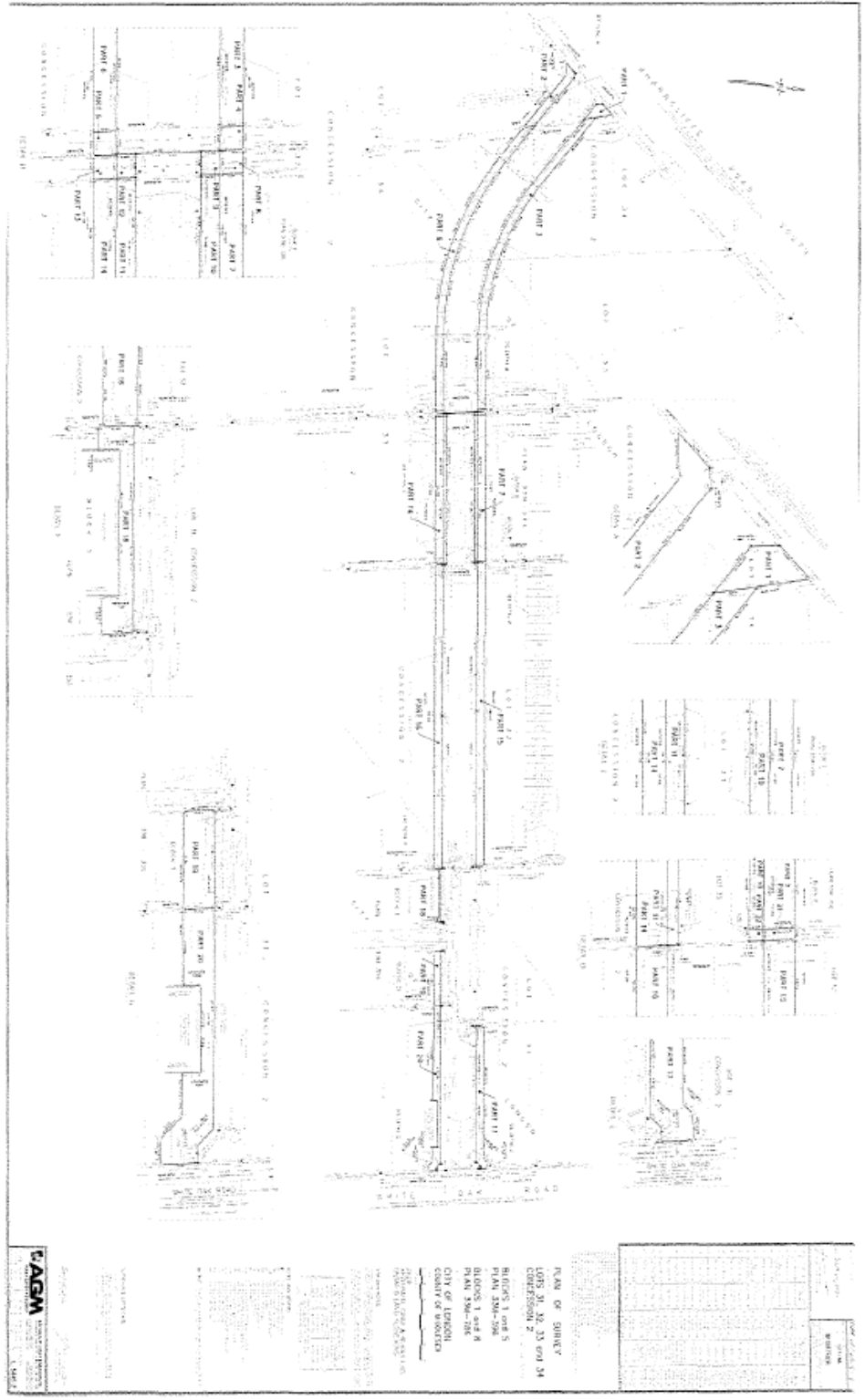
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

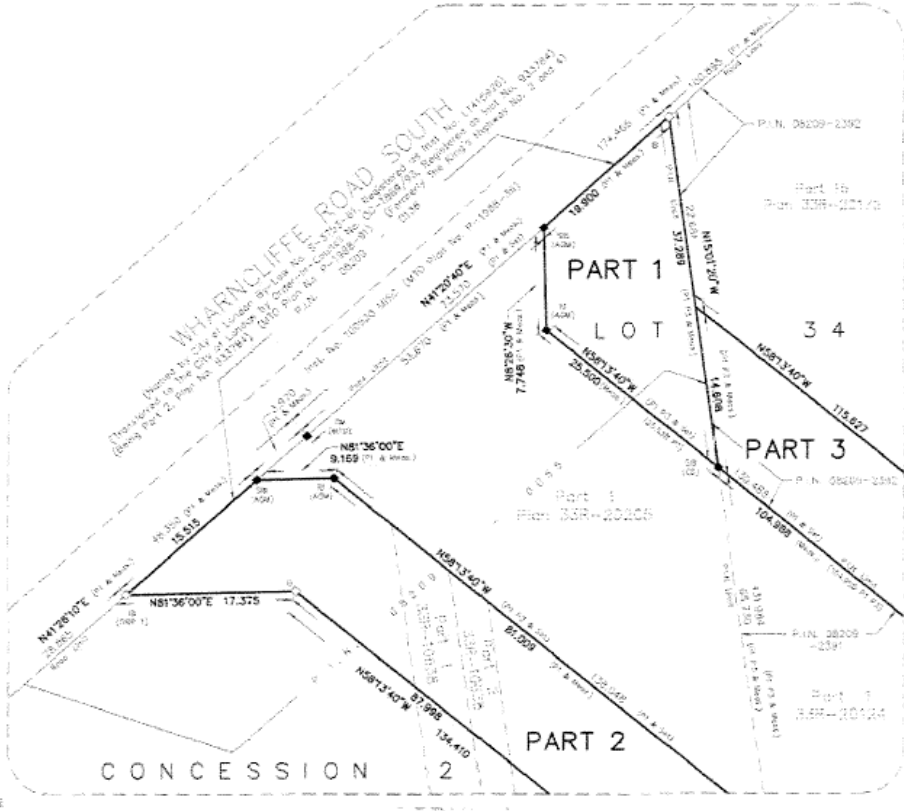
Ed Holder, Mayor

Catharine Saunders, City Clerk

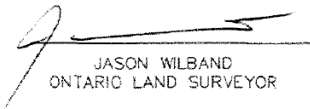
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Part 2 Plan 33R-20821



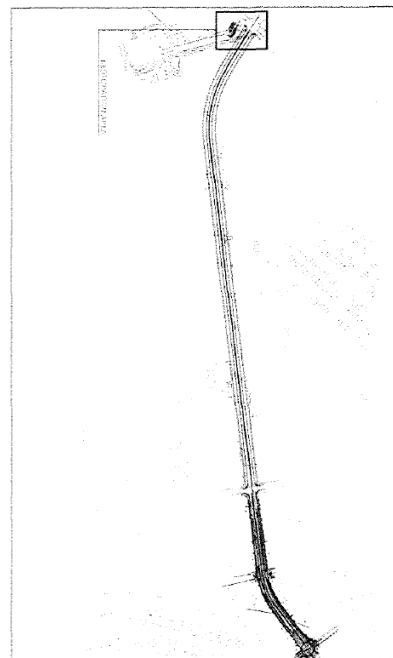
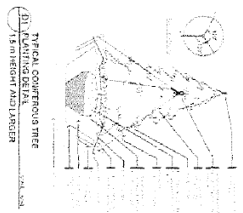
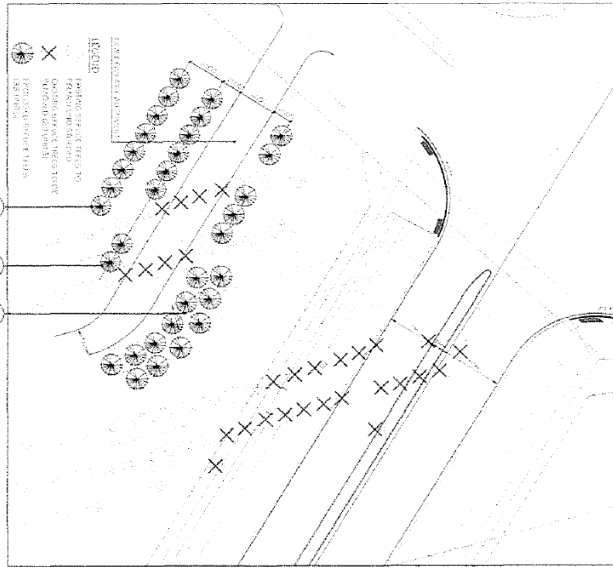
**SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Part 2 Plan 33R-20821
Continued**



SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Part 2 Plan 33R-20821
Continued

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. DATE <u>SEPT 15, 2020</u>  JASON WILBAND ONTARIO LAND SURVEYOR		<p align="center" style="font-size: 1.2em;">PLAN 33R-20821</p> RECEIVED AND DEPOSITED DATE <u>SEP 17 2020</u> <p align="center" style="font-size: 1.1em;">M. DIETRICH</p> REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)			
PARTS SCHEDULE:					
PART	LOT/BLOCK	CONCESSION /PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA
1	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.03842 Ha. 0.0949 Ac.
2	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.09779 Ha. 0.2416 Ac.
3	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.42251 Ha. 1.0440 Ac.
4	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
5	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
6	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.40343 Ha. 0.9969 Ac.
7	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.19393 Ha. 0.4792 Ac.
8	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
9	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
10	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.08145 Ha. 0.2013 Ac.
11	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.08137 Ha. 0.2011 Ac.
12	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
13	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
14	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.19430 Ha. 0.4801 Ac.
15	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39854 Ha. 0.9848 Ac.
16	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39837 Ha. 0.9844 Ac.
17	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0249	Carman and Alma Cook	0.18971 Ha. 0.4688 Ac.
18	Part of Block 1	Plan 33M-396	Part of P.I.N. 08209-2884	2242907 Ontario Inc.	0.02537 Ha. 0.0627 Ac.
19	Part of Block 5	Plan 33M-396	Part of P.I.N. 08209-2701	Banman Holdings Inc.	0.07178 Ha. 0.1774 Ac.
20	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0104	Cars Canada PHA 3 GPSPE L.L.C.	0.18236 Ha. 0.4506 Ac.
21	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00030 Ha. 0.0007 Ac.
22	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00013 Ha. 0.0003 Ac.

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



NO.	DESCRIPTION	DATE	BY	FOR
1	ISSUED	12/11/2011	JM	FOR
2	REVISION	12/11/2011	JM	FOR
3	REVISION	12/11/2011	JM	FOR
4	REVISION	12/11/2011	JM	FOR
5	REVISION	12/11/2011	JM	FOR
6	REVISION	12/11/2011	JM	FOR
7	REVISION	12/11/2011	JM	FOR
8	REVISION	12/11/2011	JM	FOR
9	REVISION	12/11/2011	JM	FOR
10	REVISION	12/11/2011	JM	FOR

- LANDSCAPE CONSTRUCTION NOTES**
1. All planting to be done in accordance with the following notes.
 2. All planting to be done in accordance with the following notes.
 3. All planting to be done in accordance with the following notes.
 4. All planting to be done in accordance with the following notes.
 5. All planting to be done in accordance with the following notes.
 6. All planting to be done in accordance with the following notes.
 7. All planting to be done in accordance with the following notes.
 8. All planting to be done in accordance with the following notes.
 9. All planting to be done in accordance with the following notes.
 10. All planting to be done in accordance with the following notes.

JAMES McWILLIAMS
LANDSCAPE ARCHITECTS

133 WARRICK AVE ROAD
LONDON, ON

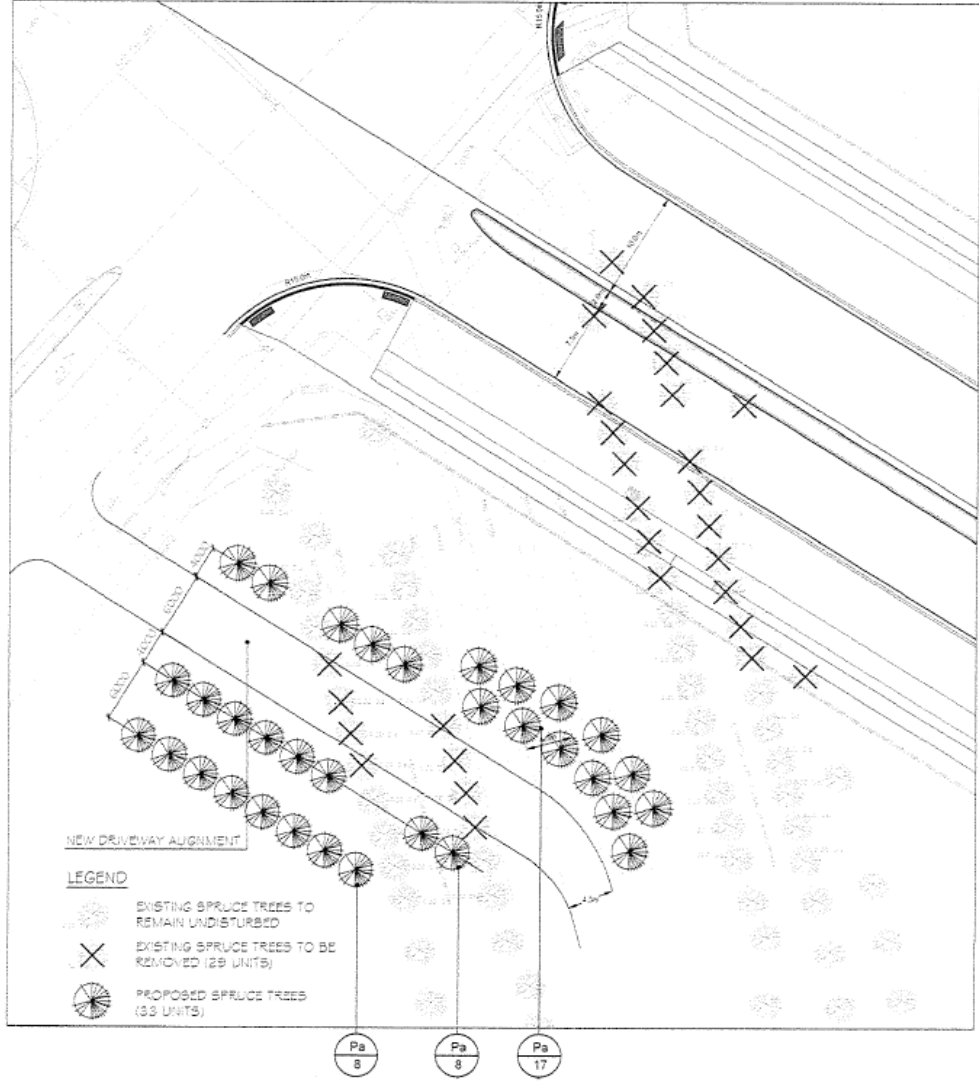
LANDSCAPE PLANNING PLAN

DATE: 12/11/2011
SCALE: 1:100
DRAWN BY: JM
CHECKED BY: JM

CMA

L1

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



Appendix A – Source of Financing Report

Appendix "A"
Confidential
Revised

#21169
October 12, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition, 1350 Wharncliffe Road South
Bradley Avenue Extension Project Phase 2
(Subledger LD190073)
Capital Project TS1523-2 - Bradley Ave Extension Jalna to Wharncliffe
2847012 Ontario 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, Construction 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
Engineering	795,463	526,760	0	268,703
Land Acquisition	1,770,000	344,788	497,905	927,307
Construction	750	750	0	0
Utilities	644,000	0	0	644,000
City Related Expenses	893	893	0	0
Total Expenditures	\$3,211,106	\$873,191	\$497,905	\$1,840,010
Sources of Financing				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	3,211,106	873,191	497,905	1,840,010
Total Financing	\$3,211,106	\$873,191	\$497,905	\$1,840,010

Financial Note:

Purchase Cost	\$473,550
Add: Legal Fees etc.	9,900
Add: Land Transfer Tax	5,946
Add: HST @13%	62,849
Less: HST Rebate	<u>-54,340</u>
Total Purchase Cost	<u>\$497,905</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.

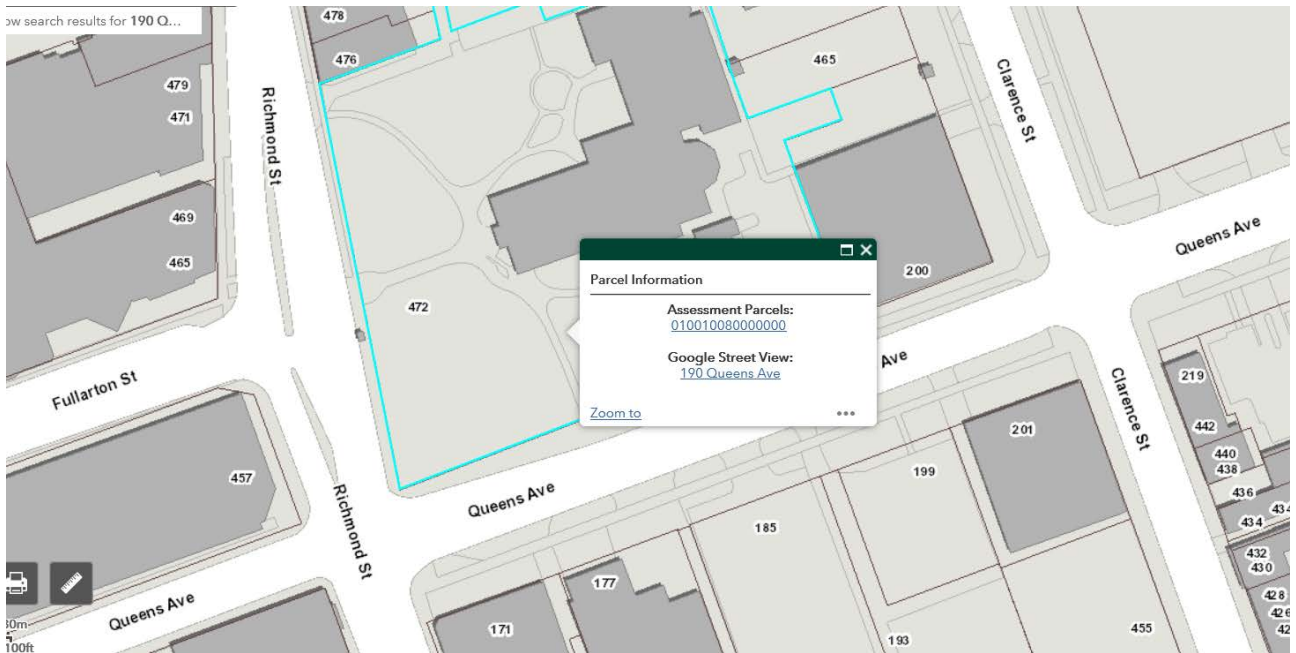
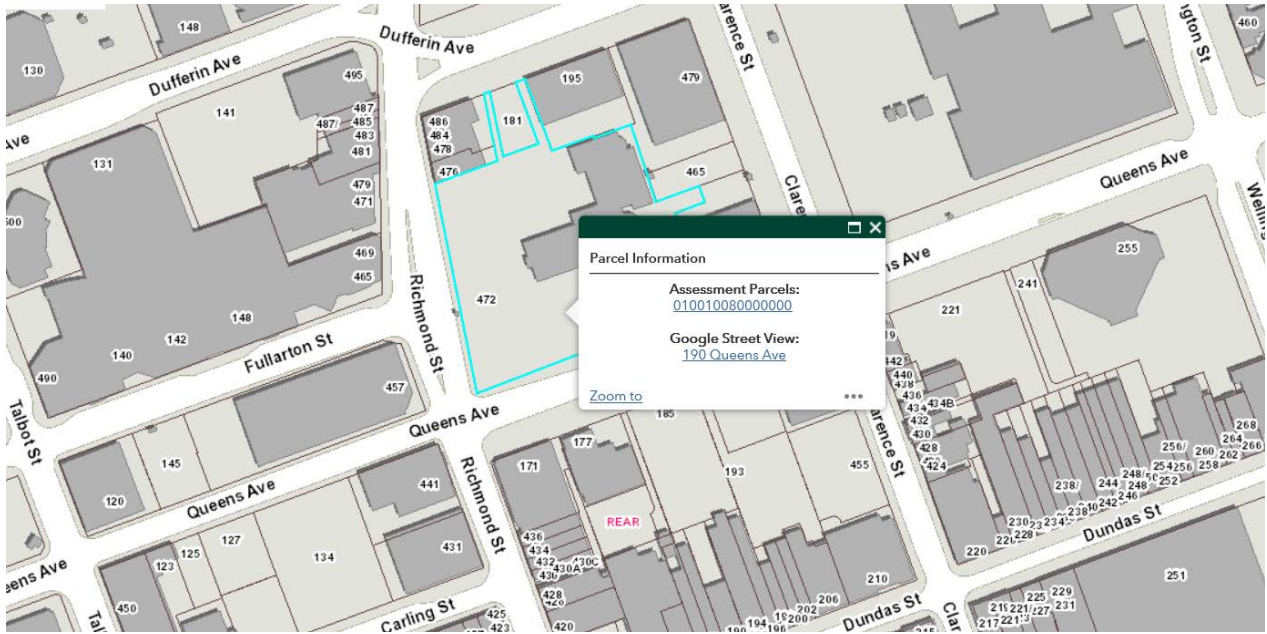


Jason Davies
Manager of Financial Planning & Policy

HB

Appendix B – Location Map

190 Queens Avenue & 472 Richmond Street



Appendix "A"
Confidential

#21170

October 12, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition, 190 Queens Avenue and 472 Richmond Street
Downtown Loop and Municipal Infrastructure Improvements
(Subledger LD200080)
Capital Project RT1430-7B - Downtown Loop - Land Rapid Transit
The Incorporated Synod of The Diocese of Huron

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 Reserve Fund and City Services - Roads Reserve Fund, and that, subject to the approval of the recommendations of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Additional Requirement	Revised Budget	Committed To Date	This Submission
Land Acquisition	1,151,480	547,992	1,699,472	1,151,480	547,992
Total Expenditures	\$1,151,480	\$547,992	\$1,699,472	\$1,151,480	\$547,992
Sources of Financing					
Capital Levy	24,300	0	24,300	24,300	0
Drawdown from Land Acquisition Reserve Fund (Note 1)	68,970	44,387	113,357	68,970	44,387
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2 and 3)	1,058,210	503,605	1,561,815	1,058,210	503,605
Total Financing	\$1,151,480	\$547,992	\$1,699,472	\$1,151,480	\$547,992

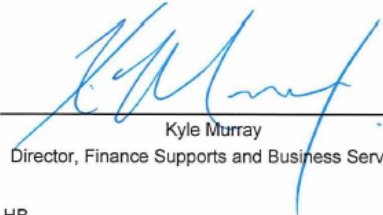
Financial Note:

Purchase Cost	\$374,000
Add: Legal Fees etc.	160,500
Add: Land Transfer Tax	4,085
Add: HST @13%	69,485
Less: HST Rebate	-60,078
Total Purchase Cost	<u>\$547,992</u>

Note 1: The additional requirement is available as a drawdown from the Land Acquisition Reserve Fund. The uncommitted balance of the reserve fund will be \$12.7M with the inclusion of this project.

Note 2: The additional requirement is available as a drawdown from the City Services - Roads Reserve Fund. The uncommitted balance of the reserve fund will be \$5.4M with the inclusion of this project.

Note 3: 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.



Kyle Murray
Director, Finance Supports and Business Services

HR