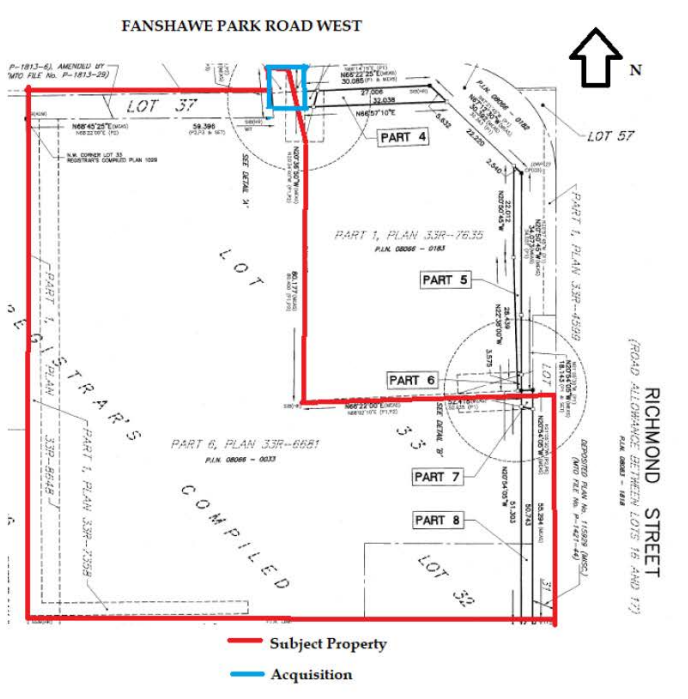
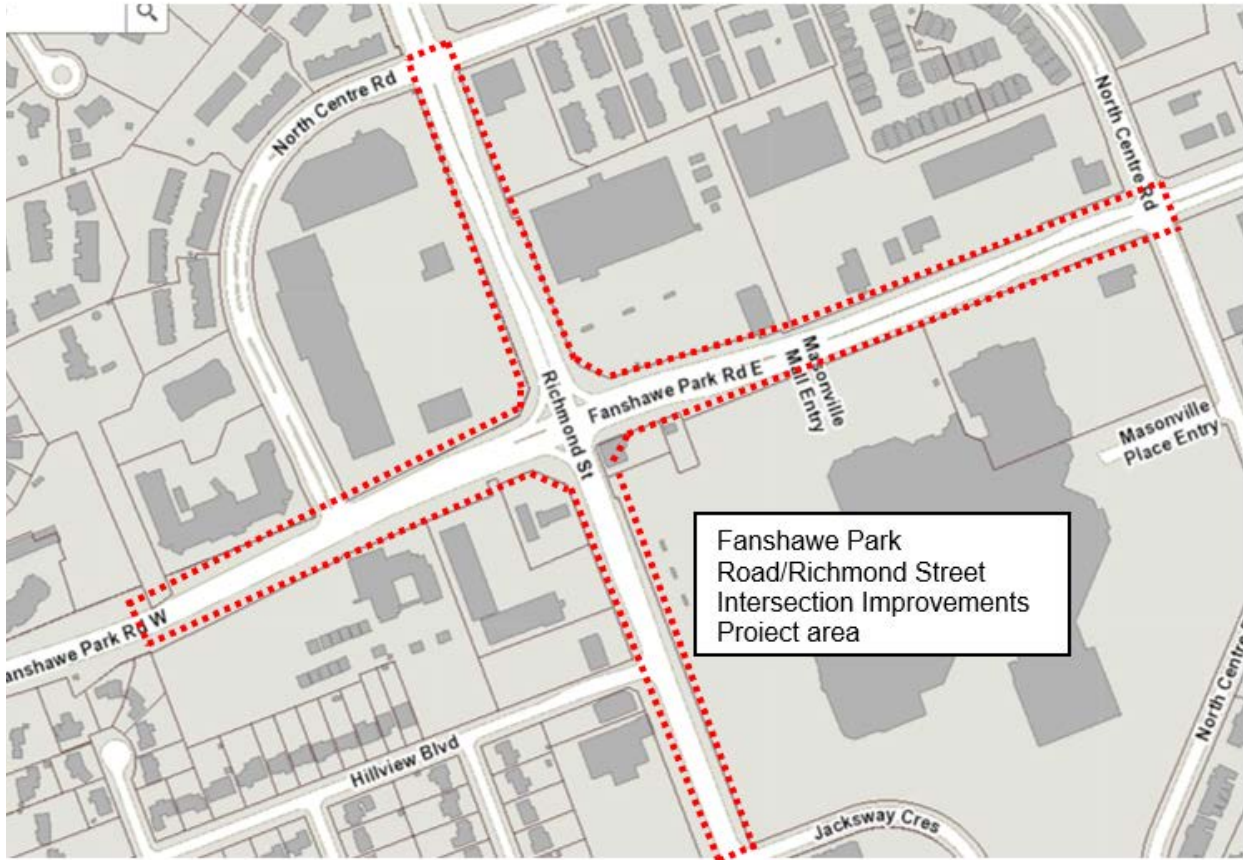


# Appendix B - Location Maps



## Appendix C - Settlement Agreement

THIS SETTLEMENT AGREEMENT made this 7th day of October, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

RICHMOND & FANSHAWE CENTRE INC.

(hereinafter referred to as the "Owner")

OF THE SECOND PART

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

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

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

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

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 1673 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 Fifty-Nine Thousand Dollars (\$59,000.00), which sum represent the fair market value of the Expropriated Property located at 1673 Richmond Street North.
- 1.03 The City shall pay the Owner the sum of Two Thousand Dollars (\$2,000.00), for disturbance damages relating to landscaping, curbing, and encroachment costs associated for existing sign.
- 1.04 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 October 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 15 day of October, 2021.

RICHMOND & FANSHAWE CENTRE INC.

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

Name: Ali Soufan

Title: President

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

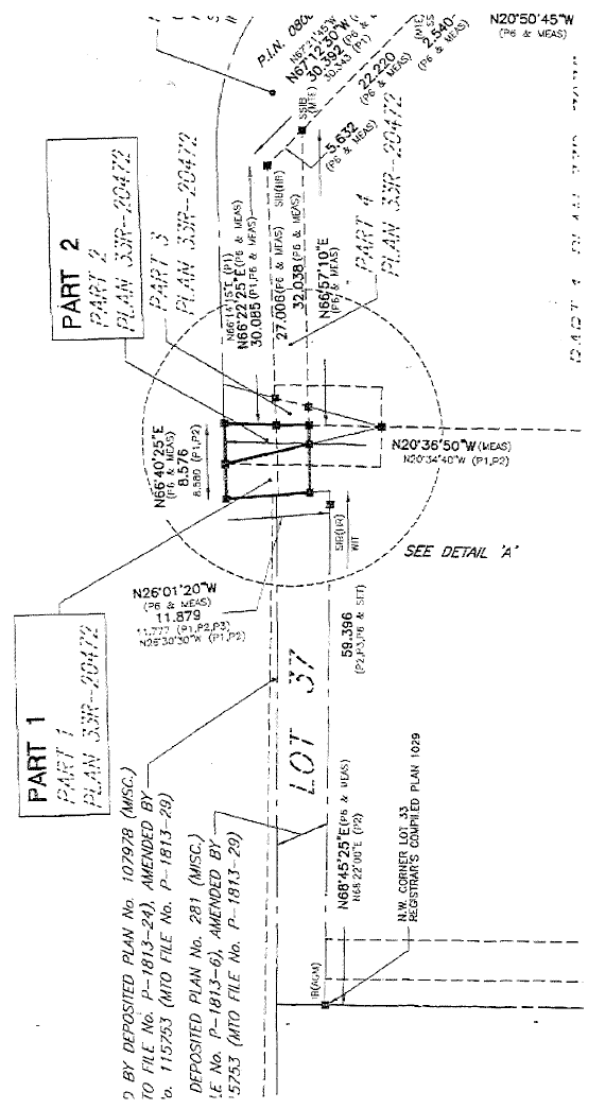
SCHEDULE "A"

Legal Description:

Part of Lot 33, Registrar's Complied Plan 1029, designated as Parts 1 & 2 on Plan ER1383826, City of London, County of Middlesex, being Part of PIN 08066-0211 (LT)

(being the "Expropriated Property")

ROAD ALLOWANCE BETWEEN CONCESSIONS 4 AND 5  
(FORMERLY KING'S HIGHWAY No. 22)  
FANSHAW PARK ROAD WEST  
(BY BY-LAW No. S-3748-45, INST. No. L7415921)  
(WIDTH VARIES)  
P.L.N. 08066 - 0899



**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-INSTATE 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 re-imbursment 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.
6. **LICENCE AGREEMENT:** It is understood and agreed that the Vendor will enter into a standard Licence Agreement with the City of London for the portion of Pylon Sign fronting onto Fanshawe Park Road that encroaches onto the expropriated lands. Part of Part 1 on Expropriation Plan # ER1383826

7  
SCHEDULE "C"

FULL AND FINAL RELEASE

IN CONSIDERATION of the payment of the total sum of Sixty-One Thousand Dollars (\$61,000.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 1673 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,

**Richmond & Fanshawe Centre 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 **Richmond & Fanshawe Centre 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 1673 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 **Richmond & Fanshawe Centre 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 **Richmond & Fanshawe Centre Inc.** will maintain the confidentiality of this Release or the settlement and will not divulge either directly or indirectly, the terms, details, facts of or related discussion about the Release of settlement to any person, except to resolve the matter of costs in this proceeding, or as may be required by law, including so as to comply with tax obligations.

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

**Richmond & Fanshawe Centre 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 **Richmond & Fanshawe Centre Inc.** hereby authorizes and directs the releasee to pay the said consideration as follows:

- (a) payment in the amount of **\$61,000.00** payable to **Richmond & Fanshawe Centre 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 15 day of October, 2021.

RICHMOND & FANSHAWE CENTRE INC.

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

Name: Ali Soufen

Title: President

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

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

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

*I/We Have Authority to Bind the Corporation*

# Appendix A - Source of Financing

## Appendix "A" Confidential

#21185

December 13, 2021  
(Settlement Agreement)

Chair and Members  
Corporate Services Committee

RE: Settlement Agreement, 1673 Richmond Street  
Fanshawe Park Road and Richmond Street Intersection Improvements Project  
(Subledger LD190049)  
Capital Project TS1134 - Intersection - Richmond Street and Fanshawe Park Road  
Richmond & Fanshawe Centre 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 recommendation of the Deputy City Manager, Finance Supports, 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 Purchase	4,500,000	572,795	64,933	3,862,272
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>\$1,403,025</b>	<b>\$64,933</b>	<b>\$9,782,042</b>
<b>Sources of Financing</b>				
Debenture By-law No. W.-5581-134 (Note 1)	1,307,500	163,063	7,547	1,136,891
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	9,942,500	1,239,962	57,386	8,645,151
<b>Total Financing</b>	<b>\$11,250,000</b>	<b>\$1,403,025</b>	<b>\$64,933</b>	<b>\$9,782,042</b>

### Financial Note:

Purchase Cost	\$59,000
Add: Legal Fees etc.	4,500
Add: Land Transfer Tax	315
Add: HST @13%	8,255
Less: HST Rebate	-7,137
<b>Total Purchase Cost</b>	<b>\$64,933</b>

**Note 1: Note to City Clerk:** The City Clerk be authorized to increase Debenture By-law No. W.-5581-134 by \$675,000 from \$632,500 to \$1,307,500.

**Note 2:** 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/lp