



THIS MEMORANDUM OF UNDERSTANDING

Made as of the        day of                    , 2023

BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD

(hereinafter known as the "City")

-and-

LANSDOWNE CHILDRENS'S CENTRE

(hereinafter known as "Lansdowne")

WHEREAS the City is the owner of the lands located at 66 Mohawk Street, Brantford, Ontario, which consists of approximately 10 acres of remediated brownfield lands; and

WHEREAS Lansdowne operates a centre located at 39 Mount Pleasant Street, Brantford, Ontario, for the provision of services to support children and youth with physical, developmental, or communication needs and their families; and supporting children with physical, developmental or communication needs and their families; and

WHEREAS Lansdowne's current location at 39 Mount Pleasant Street is insufficient to meet the expanding needs of Lansdowne; and

WHEREAS Lansdowne has expressed an interest in relocating to a portion of the lands located at 66 Mohawk Street; and

WHEREAS the City values Lansdowne's contributions to Brantford and the surrounding communities and wishes to facilitate the potential relocation and expansion of Lansdowne's centre to 66 Mohawk Street; and

WHEREAS the City and Lansdowne entered into a Memorandum of Understanding dated November 3, 2021 to confirm their mutual interest in exploring the relocation of Lansdowne's centre to 66 Mohawk Street, a copy of which is attached hereto at Schedule "A";

AND WHEREAS the Memorandum of Understanding dated November 3, 2021 referred at section 8 to the parties' intention to allow for a period of two (2) years from the date of execution of the document to explore the opportunities identified therein, which period is set to end on or about November 3, 2023, and which period the parties now wish to extend by mutual agreement;

NOW THEREFORE, the City and the Lansdowne have agreed to enter into this Memorandum of Understanding to confirm their mutual interest in exploring the relocation of Lansdowne's centre to 66 Mohawk Street and have set out their mutual understanding of their respective needs and desires as follows:

1. The City and the Lansdowne will work together to execute an Agreement of Purchase and Sale for the transfer of approximately 6.5 acres of land located at 66 Mohawk Street, Brantford Ontario (the "Lands") from the City to Lansdowne.
2. The City shall prepare a survey of the Lands for review and approval by Lansdowne to delineate the parcel to be transferred to Lansdowne as well as any easements over the Lands to be retained by the City.
3. Lansdowne acknowledges that the City is simultaneously working with another party to transfer a portion of the lands located at 66 Mohawk Street and agrees to cooperate with the City and the other recipient to clarify the land needs of each party and ensure the survey reflects the appropriate parcels to facilitate each development.
4. Lansdowne agrees to collaborate with the third party recipient of the remaining lands at 66 Mohawk Street to explore development synergies including shared parking, amenity spaces, grading, storm water management, transportation, etc. as well as collaborating on functional designs of their individual buildings where appropriate.
5. Lansdowne acknowledges that the Lands form part of a remediated brownfield site and, as such, any development of the Lands must comply with the Record of Site Condition and the Certificate of Property Use registered on title to the Lands. Lansdowne further acknowledges that the City is currently conducting post-remediation groundwater monitoring of the Lands and any Agreement of Purchase and Sale for the transfer of the Lands to Lansdowne will address ongoing responsibilities for this work, including access agreements where necessary.
6. Lansdowne acknowledges that the contemplated transfer of the Lands will be on an "as is, where is" basis and that Lansdowne would assume responsibility for any Zoning By-law and Official Plan amendments necessary to facilitate Lansdowne's proposed development, including any appeals thereof.
7. The City will work with Lansdowne to provide Lansdowne with letters of support to secure funding from various ministries of the Provincial or Federal Government, where appropriate. This MOU shall also serve as evidence of the City's support of Lansdowne's relocation to the Lands, and may be used by Lansdowne for the purposes of securing funding from various levels of government.
8. The City and the Lansdowne intend to allow for a period of two (2) years from the date of execution of this MOU to explore the opportunities identified herein, which time may be extended by mutual agreement of the parties.
9. Both parties expressly acknowledge and agree that this MOU is not intended to be a legally binding agreement and is not enforceable at law or otherwise. Without limiting the foregoing, this MOU has been entered into by the parties in order to establish a starting point for future discussions concerning the real estate transaction contemplated herein. Should the parties wish to formalize any of the matters identified in this MOU, legally binding agreements would be required and must be approved and duly executed by the

appropriate, respective decision-makers for the parties. Such legally binding agreements will consider any confidentiality, privacy or intellectual property considerations and obligations as may apply.

10. This Agreement may be executed by the parties and delivered by fax, e-mail, or other electronic means and may be signed electronically and in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Notwithstanding the foregoing, either party may demand a fully executed copy of this Agreement.
11. This MOU is conditional upon approval of both the Council for the City and the Board of Directors of Lansdowne, as may be required.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date written above:

LANSDOWNE CHILDRENS'S CENTRE

Per:

X

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Name:

Title:

THE CORPORATION OF THE CITY OF BRANTFORD

X

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Name:

Title:

Per:

# Schedule "A" Original MOU



## **THIS MEMORANDUM OF UNDERSTANDING**

Made as of the third day of November, 2021

BETWEEN:

THE CORPORATION OF THE CITY OF BRANTFORD

(hereinafter known as the "City")

-and-

LANSDOWNE CHILDRENS'S CENTRE

(hereinafter known as "Lansdowne")

WHEREAS the City is the owner of the lands located at 66 Mohawk Street, Brantford, Ontario, which property consists of approximately 10 acres of remediated brownfield lands; and

WHEREAS the Lansdowne operates a centre located at 39 Mount Pleasant Street, Brantford, ON for the provision of services to support children and youth with physical, developmental, or communication needs and their families; and Supporting children and youth with physical, developmental or communication needs, and their families; and

WHEREAS Lansdowne's current location at 39 Mount Pleasant Street is insufficient to meet the expanding needs of Lansdowne; and

WHEREAS Lansdowne has expressed an interest in relocating to a portion of the lands located at 66 Mohawk Street; and

WHEREAS the City values Lansdowne's contributions to Brantford and the surrounding communities and wishes to facilitate the relocation and expansion of Lansdowne's centre to 66 Mohawk Street;

NOW THEREFORE, the City and the Lansdowne have agreed to enter into this Memorandum of Understanding to confirm their mutual interest in exploring the relocation of Lansdowne's centre to 66 Mohawk Street and have set out their mutual understanding of their respective needs and desires as follows:

1. The City and the Lansdowne will work together to execute an Agreement of Purchase and Sale for the transfer of approximately 6.5 acres of land located at 66 Mohawk Street, Brantford Ontario (the "Lands") from the City to Lansdowne.
2. The City shall prepare a survey of the Lands for review and approval by Lansdowne to delineate the parcel to be transferred to Lansdowne as well as any easements over the Lands to be retained by the City.
3. Lansdowne acknowledges that the City is simultaneously working with another party to transfer a portion of the lands located at 66 Mohawk Street and agrees to cooperate with the City and the other recipient to clarify the land needs of each party and ensure the survey reflects the appropriate parcels to facilitate each development.
4. Lansdowne agrees to collaborate with the third party recipient of the remaining lands at 66 Mohawk Street to explore development synergies including shared parking, amenity spaces, grading, storm water management, transportation, etc. as well as collaborating on functional designs of their individual buildings where appropriate.
5. Lansdowne acknowledges that the Lands form part of a remediated brownfield site and, as such, any development of the Lands must comply with the Record of Site Condition and the Certificate of Property Use registered on title to the Lands. Lansdowne further acknowledges that the City is currently conducting post-remediation groundwater monitoring of the Lands and any Agreement of Purchase and Sale for the transfer of the Lands to Lansdowne will address ongoing responsibilities for this work, including access agreements where necessary.
6. Lansdowne acknowledges that the contemplated transfer of the Lands will be on an "as is, where is" basis and that Lansdowne would assume responsibility for any Zoning By-law and Official Plan amendments necessary to facilitate Lansdowne's proposed development, including any appeal's thereof.
7. The City will work with Lansdowne to provide Lansdowne with letters of support to secure funding from various ministries of the Provincial or Federal Government, where appropriate. This MOU shall also serve as evidence of the City's support of Lansdowne's

relocation to the Lands, and may be used by Lansdowne for the purposes of securing funding from various levels of government.

8. The City and the Lansdowne intend to allow for a period of two (2) years from the date of execution of this MOU to explore the opportunities identified herein, which time may be extended by mutual agreement of the parties.
9. Both parties expressly acknowledge and agree that this MOU is not intended to be a legally binding agreement and is not enforceable at law or otherwise. Without limiting the foregoing, this MOU has been entered into by the parties in order to establish a starting point for future discussions concerning the real estate transaction contemplated herein. Should the parties wish to formalize any of the matters identified in this MOU, legally binding agreements would be required and must be approved and duly executed by the appropriate, respective decision-makers for the parties. Such legally binding agreements will consider any confidentiality, privacy or intellectual property considerations and obligations as may apply.
10. This Agreement may be executed by the parties and delivered by fax, e-mail, or other electronic means and may be signed electronically and in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Notwithstanding the foregoing, either party may demand a fully executed copy of this Agreement.
11. This MOU is conditional upon approval of both the Council for the City and the Board of Directors of Lansdowne, as may be required.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this MOU as of the date written above:

**LANSLOWNE CHILDRENS'S CENTRE**

Per:



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Rita-Marie Hadley, Executive Director

**THE CORPORATION OF THE CITY OF  
BRANTFORD**

Per:



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Ron Gasparetto, Manager of Real Estate  
Service

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