

S C H E D U L E

" A "

TO

BY-LAW #1206 (1988)

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara and being composed of Part of Lot 163 in the Township of Thorold formerly in the County of Welland and being more particularly described as follows:

COMMENCING at the south-west corner of the said Lot 163;

THENCE North along the westerly limit of the said Lot 1049.55 feet to an iron bar planted at an angle therein;

THENCE N 0° 20' E. along the westerly limit of the said Lot 1475.77 feet to an iron bar planted at its intersection with the fence line along the northerly limit of the lands of the grantor herein, said bar being the place of beginning of the parcel to be described;

THENCE N 89° 36' E. along said fence line 150 feet to an iron bar;

THENCE S 0° 20' W., 75 feet to an iron bar;

THENCE S 89° 36' W., 150 feet to a standard iron bar planted in the westerly limit of the said Lot;

THENCE N 0° 20' E. along said westerly limit 75 feet to the place of beginning.

AND CONTAINING BY ADMEASUREMENT an area of 0.26 acres be the same more or less.

UNDERTAKING AND DIRECTION

BY VENDORS

TO: GORDON EVERETT KAISER
AND TO: SIMON & ANTHONY

FROM: THE CORPORATION OF THE TOWN OF PELHAM

RE: THE CORPORATION OF THE TOWN OF PELHAM sale to
STEPHEN KAISER in Trust
Part Lot 163, Town of Pelham

In consideration of, and notwithstanding
the closing of the above transaction, we hereby undertake as
follows;

1. To deliver up vacant possession on closing,
2. To pay;

- (a) all arrears of taxes, plus penalties, and current taxes
- (b) any arrears of taxes, plus penalties, and current taxes shown as paid in statement of adjustments, and to re-adjust taxes, if necessary, when the final tax bill is received.
3. To obtain and register a discharge of the following;
 - 1.
 2. N/A
 - 3.

THIS WILL BE YOUR FULL AND SUFFICIENT
AUTHORITY AND DIRECTION to make the balance due on closing
payable as follows;

1. BROOKS, MACFARLANE & BIELBY IN TRUST - \$32,000.00
- 2.
- 3.

DATED at Welland, this 19 day of July , 1988


MURRAY HACKETT, Clerk

IN THE MATTER OF THE TITLE
to No. Part of Lot 163, Town
~~ships~~ of Pelham

AND THE SALE THEREOF
FROM THE CORPORATION OF THE TOWN
OF PELHAM
TO GORDON KAISER

And Severally Solemnly Declare:

XXXXX
 REPORT which is being given for
 XXX prepare the absolute
 owners of the above mentioned lands and either personally or by our tenants have been in the actual, peaceable, continuous,
 exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the houses and other buildings
 used in connection therewith since on or about the 19th day of June, 1970 when we obtained a conveyance
 thereof and upon the basis of the above as Instrument No. 122666.

- (If the Declaration is to be registered as a Schedule, include this paragraph.)

[Signature]
MURRAY HACKETT, Clerk

Jack Bellanti



ONTARIO REAL ESTATE ASSOCIATION
AGREEMENT OF PURCHASE AND SALE

PURCHASER Stephen KAISER IN TRUST offers to buy from
VENDOR THE CORPORATION OF THE TOWN OF PELHAM through Vendor's
AGENT RE/MAX WELLDAND REALTY RE/MAX WELLDAND REALTY LTD. the following
(Listing Broker) (Selling Broker)

PROPERTY: fronting on the EAST PELHAM STREET, known as PELHAM STREET,
TOWN OF PELHAM, REGIONAL MUNICIPALITY of NIAGARA
and having a frontage of 75 feet more or less by a depth of 150 feet more or less and described as
PART LOT 163, PLAN TOWNSHIP OF THOROLD, AND REGISTERED AS SUCH IN THE REGIONAL REGISTRY,
OFFICE OF NIAGARA.

THIRTY-ONE THOUSAND & FIVE HUNDRED-----
Canadian Dollars (\$ Can. 32,500.00 31,500.00
at the PURCHASE PRICE OF
32,500.00 31,500.00

on the following terms:

1. Purchaser submits with this offer FIVE HUNDRED----- Dollars (\$ 500.00
~~XXXX~~cheque payable to the Listing Broker as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards
the Purchase Price on completion.

2. Purchaser agrees to pay the balance of the Purchase Price in cash or by certified cheque, to
the Vendor on closing subject to adjustments.

This offer is conditional for 90 DAYS next following acceptance of this
offer by the Vendor, upon the Purchaser at his own expense obtaining the following:

1. A Building Permit
2. Septic Tank Permit
3. A Development Permit from the Niagara Escarpment Commission, failing which
this offer shall become null and void and the Purchaser's deposit shall be returned in
full without interest or penalty. The Purchaser reserves the right to waive the above
conditions at his sole option.

The Vendor agrees to execute and register a discharge of any existing
mortgages, liens or other encumbrances now registered against the property on or
before closing, at his expense.

Vendor agrees to provide an existing survey of the real property, currently
in his possession, any new survey required will be at the Purchaser's expense.

3. Purchaser and Vendor agree that all existing fixtures are included in the purchase price except those listed hereunder: NIL
and that the following chattels are included in the purchase price: NIL

4. ~~Purchaser~~ ^{Vendor} agrees that this Offer shall be irrevocable by him until 11:59 p.m. on the 10 day of February
19 88 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest or deduction.
5. This Agreement shall be completed on ~~XXXXXXXXXXXX~~ before June 6th 19 88. Upon completion, vacant
possession of the property shall be given to Purchaser unless otherwise provided as follows:

6. Purchaser shall be allowed until ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ 5 days prior to closing to examine the title to the property, at his own expense, to
satisfy himself that there are no outstanding work orders affecting the property, that its present use Agricultural

7. Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the
land providing that such are complied with and except for any minor easements to public utilities required for the supply of domestic utility services to the property. If
within the time allowed for examining the title any valid objection to title, or to any outstanding work order, or to the fact the said present use may not lawfully be con-
tinued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or
satisfy and which Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and
all monies theretofore paid shall be returned without interest or deduction and Vendor and Vendor's Agent 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, Purchaser shall be conclusively deemed to have accepted Vendor's title to
the property.

8. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a
binding agreement of purchase and sale between Purchaser and Vendor.

9. Vendor and Purchaser agree that there is no co-~~o~~ntention, express, or implied, representation or warranty of any~~s~~ and that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

10. 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. Vendor agrees that, if requested by the Purchaser, he will deliver any sketch or survey of the property in his possession or within his control to Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the 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 the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

11. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase as~~c~~.

12. Provided that 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 by Vendor on or before completion and Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.

13. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.

14. Rents, mortgage interest, taxes, local improvements, water and assessment rates and the cost of fuel shall be apportioned and allowed to the date of completion (the day itself to be apportioned to Purchaser.)

15. The deed or transfer shall, save for the Land Transfer Tax Affidavit, which shall be prepared and completed by the Purchaser, be prepared in registrable form at the expense of Vendor and the Mortgage at the expense of Purchaser.

16. 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 Purchaser or by their respective solicitors who may be specifically authorized in that regard.

17. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day set for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

18. THE VENDOR WARRANTS THAT SPOUSAL CONSENT IS NOT NECESSARY TO THIS TRANSACTION UNDER THE PROVISIONS OF THE FAMILY LAW ACT, 1986, UNLESS THE VENDOR'S SPOUSE HAS EXECUTED THE CONSENT HEREINAFTER PROVIDED.

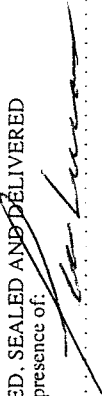
19. The Vendor represents and warrants to the Purchaser that the buildings used in conjunction with the property have not been, as at the date of completion, insulated with a Urea Formaldehyde foam type of insulation. Provided that if the building is part of a multiple unit building this warranty shall only extend to that portion of the building which is the subject of this transaction. This warranty shall survive and not merge on the completion of the transaction.

20. THE PURCHASER IS HEREBY NOTIFIED THAT A CONSUMER REPORT CONTAINING CREDIT AND/OR PERSONAL INFORMATION MAY BE REFERRED TO IN CONNECTION WITH THIS TRANSACTION.

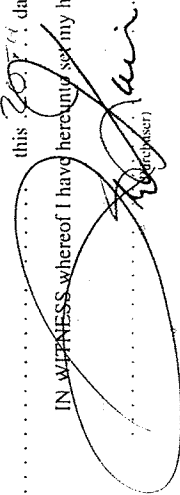
21. The Vendor hereby appoints the Listing Broker his agent for the purpose of giving and receiving notices pursuant to this agreement.

22. Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

DATED at . . . Pelham, Ontario. this 30th day of . . . January. 19 . 88.
SIGNED, SEALED AND DELIVERED
in the presence of:



IN WITNESS whereof I have hereunto set my hand and seal:



Date 88-01-20

(Purchaser)

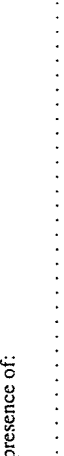
Date

The undersigned accepts the above Offer and agrees with the Listing Broker above named in consideration for his services in procuring the said Offer, to pay him on the date above fixed for completion, a commission of SIX . . . % of an amount equal to the above mentioned sale price, which commission may be deducted from the deposit. I hereby irrevocably instruct my Solicitor to pay direct to the said Listing Broker any unpaid balance of commission from the proceeds of the sale.

FEB 4 1987

DATED at . . . Pelham. this 9 . . . day of . . . February. 19 . 88.

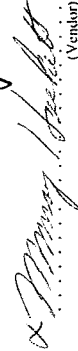
SIGNED, SEALED AND DELIVERED
in the presence of:





(Vendor)

Date



(Vendor)

Date

The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of The Family Law Act, 1986:

In consideration of the sum of One Dollar (\$1.00), the receipt of which from the Purchaser is hereby acknowledged, the undersigned spouse of the Vendor hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness

Spouse

Date

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

(Vendor) Date

(Purchaser)

Date

(Vendor) Date

(Purchaser)

Date

Address:

Address:

Telephone:

Telephone:

Vendor's Solicitor

Purchaser's Solicitor

Address

Address

Phone

Phone

(1) Registry ☒ Land Titles ☐ (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property Additional: See Schedule ☐

(4) Consideration ----- THIRTY-TWO THOUSAND AND FIVE HUNDRED ----- Dollars \$ 32,500.00

(5) Description This is a: Property ☐ Consolidation ☐

Town of Pelham, Regional Municipality of Niagara, being part of Lot 163, Township of Thorold, formerly in the County of Welland

FOR OFFICE USE ONLY

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☒ Additional Parties ☐ Other ☐

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s) THE CORPORATION OF THE TOWN OF PELHAM
Signature(s) *Eric Bergenstein* 1988 07 1
ERIC BERGENSTEIN - Mayor

Murray Hackett 1988 07 1
MURRAY HACKETT - Clerk

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction
Name(s) Signature(s) Date of Signature Y M 1988 07 1

(10) Transferor(s) Address P. O. Box 400, Pelham Town Square, Fonthill, Ontario, L0S 1E0
Date of Birth Y M 1927 07 1

(11) Transferee(s)
KAISER, Gordon Everett 1927 07 1

(12) Transferee(s) Address 67 Canboro Road West, Fonthill, Ontario
for Service

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief this transfer does not contravene section 49 of the Planning Act, 1983.
Date of Signature Y M 1988 07 1
Signature *Eric Bergenstein*

Signature. Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.
Date of Signature Y M 1988 07 1

Name and Address of Solicitor R. BRUCE SMITH 76 Division Street, Welland Signature..... Date of Signature Y M 1988 07 1

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.
Date of Signature Y M 1988 07 1

Affix Statement by Solicitor for Transferee(s) here if necessary

Name and Address of Solicitor

Signature.....

(15) Assessment Roll Number City Mun. Map Sub. Par. not assigned

(16) Municipal Address of Property not assigned
(17) Document Prepared by: R. BRUCE SMITH Brooks, Macfarlane & Bielby 76 Division Street Welland, Ontario L3B 5N9

Fees and Tax

Registration Fee	
Land Transfer Tax	
Total	

Schedule

Additional Property Identifier(s) and/or Other Information

ALL and Singular that certain parcel or tract of land and premises, situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara and being composed of part of Lot 163 in the Township of Thorold formerly in the County of Welland and being more particularly described as follows:

COMMENCING at the south-west corner of the said Lot 163;

THENCE North along the westerly limit of the said Lot 1049.55 feet to an iron bar planted at an angle therein;

THENCE N 0° 20' E. along the westerly limit of the said Lot 1475.77 feet to an iron bar planted at its intersection with the fence line along the northerly limit of the lands of the grantor herein, said bar being the place of beginning of the parcel to be described;

THENCE N 89° 36' E. along said fence line 150 feet to an iron bar;

THENCE S 0° 20' W., 75 feet to an iron bar;

THENCE S 89° 36' W., 150 feet to a standard iron bar planted in the westerly limit of the said Lot;

THENCE N 0° 20' E. along said westerly limit 75 feet to the place of beginning.

AND CONTAINING BY ADMEASUREMENT an area of 0.26 Acres be the same more or less.

As described in Instrument No. 122666.