

SCHEDULE "A"
BY-LAW NO. 2160 (2000)

Part of Block C, Plan 717 and Part of Thorold Township Lot 168, designated as Parts 1 and 2 on
Plan 59R-10351,
Town of Pelham, Regional Municipality of Niagara.



AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)



PURCHASER,..... **Fonthill Seniors Non-Profit Accomodation**....., agrees to purchase from
(Full legal names of all Purchasers)

VENDOR,..... **The Corporation of the Town of Pelham**....., the following
(Full legal names of all Vendors)

REAL PROPERTY:
Address..... **Pelham Town Square**..... fronting on the **South** side of **Pelham Town Square**
in the..... **Town of Pelham**..... **Regional Municipality of Niagara**
and having a frontage of..... more or less by a depth of..... more or less and legally described as
See Below
..... (the "property").
(Legal description of land including easements)

PURCHASE PRICE:..... *****Two Hundred and Forty Thousand*****..... Dollars (CDN\$ **240,000.00**)

DEPOSIT:
Purchaser submits (..... **Upon Acceptance**.....) *****One***** Dollars (CDN\$ **1.00**)
(Herewith/Upon acceptance)

cash or negotiable cheque payable to..... **Frank Penner, Real Estate Broker**..... to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:
The Purchaser agrees to pay the balance of the purchase price in cash or by certified cheque, subject to adjustments, to the Vendor on the completion of this transaction.

Legal Description
Part of Block C, Plan 717, and Part of Thorold Township Lot 168, desginted as Parts 1 and 2 on Plan 59R-10351, Town of Pelham, Regional Municipality of Niagara and shown as parcel "A (outlined in red on the attached Schedule "B") and parcel "B" (outlined in green on the attached Schedule "B"), subject to a storm sewer easement in favour of the Venor over all of Part 2 on Plan 59R-10351 (which said easement the Purchaser acknowledges and agrees to take title subject to same).

See Schedule "A: for additional provisions

SCHEDULE(S)..... **"A" and "B"**..... attached hereto form(s) part of this Agreement.

1. **CHATELS INCLUDED:**.....
2. **FIXTURES EXCLUDED:**.....
3. **RENTAL ITEMS:**The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable:.....

4. **IRREVOCABILITY:** This Offer shall be irrevocable by **Purchaser** until **11:59pm** p.m. on the **15th** day of **March**, **2000**,
(Vendor/Purchaser)
after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

5. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the..... day of **See Schedule "A"**, 19.....
Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.
6. **NOTICES:** Vendor hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. If the Co-operating Broker represents the interests of the Purchaser in this transaction, the Purchaser hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No..... (For delivery of notices to Vendor) FAX No..... (For delivery of notices to Purchaser)

7. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be..... **In Addition to** the Purchase Price.
(included in/in addition to)
If this transaction is not subject to G.S.T., Vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T.
8. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the..... day of....., 19....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself 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. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
9. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 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 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 paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operating Broker 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.

SCHEDULE "A"

Purchaser: Fonthill Seniors Non-Profit Accomodation

Vendor: The Corporation of the Town of Pelham

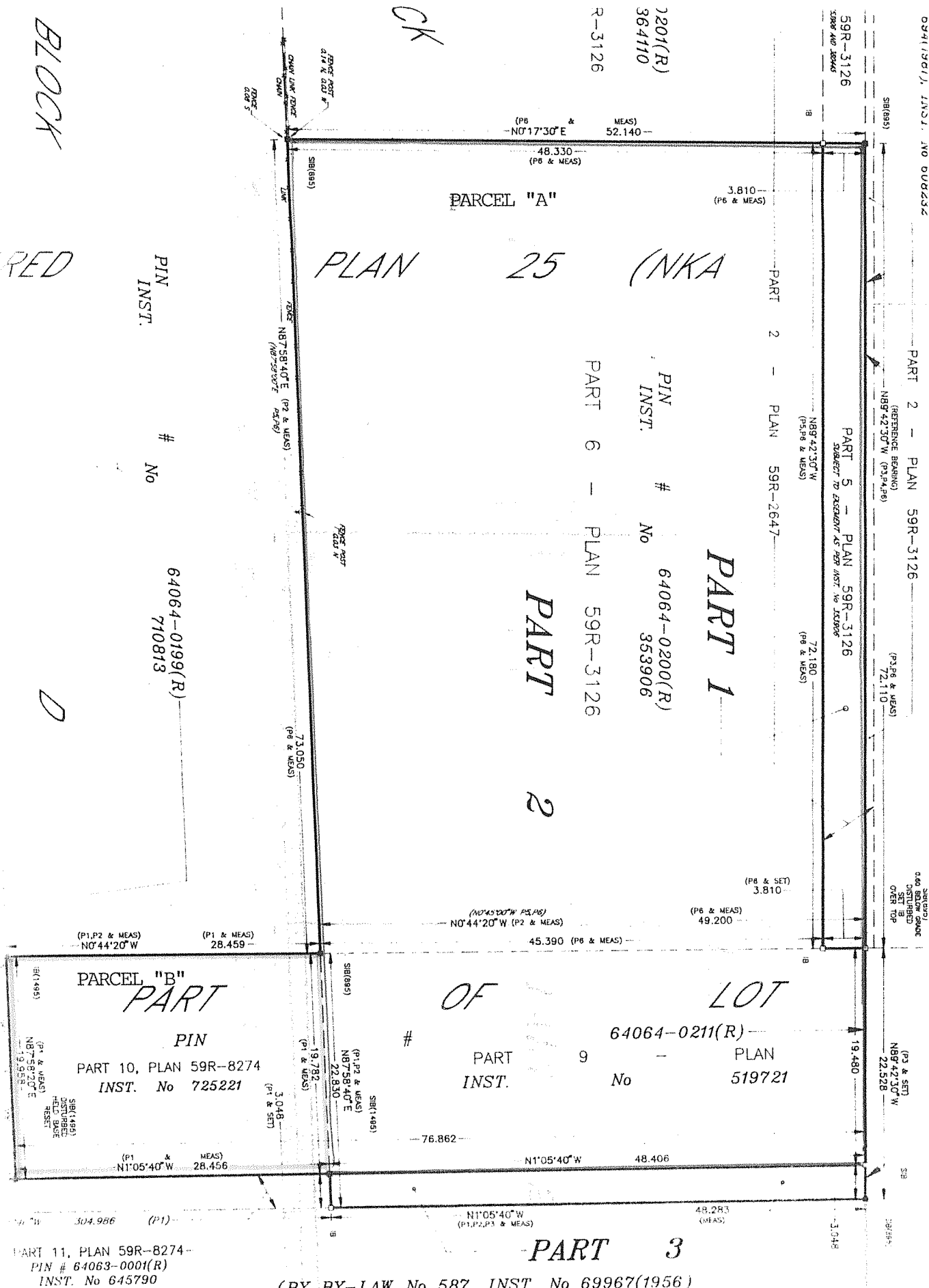
- 1) The Purchaser and its authorized representatives, shall have the right to enter the property at any time during daylight hours following the date of execution of this Agreement by the Vendor until the date of closing to conduct any and all necessary or desirable site inspections or tests, including geotechnical soil tests. The Purchaser shall promptly repair any resulting property damage resulting from the Purchaser exercising its rights pursuant to this subparagraph. In the event that this transaction should fail to close the Purchaser shall return the property to its status as it existed prior to the entering into of this Agreement.
- 2) If either party conducts tests or has in their possession test results, reports or other documentation from previous tests or surveys on the subject property, it shall in a reasonable time deliver to the other a copy of all such tests, reports or other documentation which have been prepared.
- 3) This Offer is conditional upon the purchaser, at its own expense, prior to July 4, 2000:
 - a) Subject to the provisions below, obtaining any zoning or official plan amendments required on that piece of property purchased which is designated as parcel "B" on Schedule "B" in order to ensure that it will have the appropriate zoning to permit its intended use by the Purchaser;
 - b) Satisfying itself that it will be able to obtain a building permit to construct its proposed senior citizen's residential building and to enter into a site plan agreement with the Vendor; and
 - c) Obtaining financing,

Failing which this offer shall be null and void and the purchaser's deposit shall be returned in full. The above conditions are inserted for the sole benefit of the Purchaser and any or all may be waived by the Purchaser at any time prior to July 4, 2000. The Vendor agrees to provide any required authorizations or permissions allowing the Purchaser to make the application for any zoning or official plan amendments provided that the Purchaser acknowledges that the Vendor is making no representations or warranties that any such rezoning or official plan amendments can or will be obtained by the Purchaser.

- 4) The completion date for the Agreement shall be the earlier of 21 days after the building permit is available or August 1, 2000, whichever shall be the earlier.
- 5) In accordance with the Vendor's Development Charges By-law No. 2104 (1999), the Vendor agrees to defer the collection of two-thirds of the development charges applicable to the development to be paid by the Purchaser until six (6) months after the date the building permit is issued at which time the balance of said development charges shall be payable in full.
- 6) The purchaser acknowledges that the purchase price as set out in this agreement is based upon the Purchaser completing the construction of the building containing thirty-two (32) residential units. In the event that the Purchaser should complete the building at any time and it shall contain a number of units greater than thirty-two (32) then the Purchaser shall be obligated to pay the Vendor an amount equal to seven thousand five hundred dollars (\$7,500) multiplied by the number of units greater than thirty-two (32) up to a maximum of forty-four (44) units. The Purchaser consents to registration of restrictive covenant provisions ensuring the payment of the amount either in any site plan agreement entered into between the Vendor and the Purchaser or in a separate document on title to the subject property. For the purpose of this agreement, the term "unit" shall mean any unit contained in the building to be constructed on the subject property by the Purchaser which is used for residential purposes.
- 7) The Vendor shall be given the first right of refusal to purchase the property at any time after closing if the Purchaser should fail to proceed with its proposed development of the senior citizen's residential building on the property and should attempt to sell the property to any other person. In the event that the Purchaser should fail to proceed with the development of said building containing the minimum of thirty-two (32) units and should the Purchaser receive an offer to acquire the property (the "Offer") then its shall present said Offer to the Vendor and the Vendor shall have sixty (60) days after receipt of a copy of the Offer to deliver written notice to the Purchaser that the Vendor wishes to reacquire the subject property upon the term and conditions as set out herein. The Vendor shall have the right to purchaser the property at an amount equal to the lesser of:
 - a) The purchase price set out in the Offer; or
 - b) \$240,000.00.
 - c) The Purchaser hereby consents to the registration on title to the subject property the right of first refusal in favour of the Vendor.

SCHEDULE "B"

Purchaser: Fonthill Seniors Non-Profit Accomodation
Vendor: The Corporation of the Town of Pelham



STATION PIN # 64063-0001 STREET

ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 167 AND 168

FORMERLY McCOMB'S LAND BY REGISTERED PLAN 25 (AKA 111)



AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)



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(Full legal names of all Purchasers)

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in the..... **Town of Pelham**..... **Regional Municipality of Niagara**
and having a frontage of..... more or less by a depth of..... more or less and legally described as
See Below
(Legal description of land including easements)..... (the "property").

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Legal Description

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See Schedule "A: for additional provisions

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- FIXTURES EXCLUDED:**.....
- RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable:.....
- IRREVOCABILITY:** This Offer shall be irrevocable by **Purchaser** until **11:59pm** p.m. on the **15th** day of **March**, **2000**, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.
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Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.
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If this transaction is not subject to G.S.T., Vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T.
- TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the..... day of **7 days before closing**, 19....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (**Institutional (Parcel "A"), Residential (Parcel "B")**) may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
- FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
- TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 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 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 paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operating Broker 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.

SCHEDULE "A"

Purchaser: Fonthill Seniors Non-Profit Accomodation

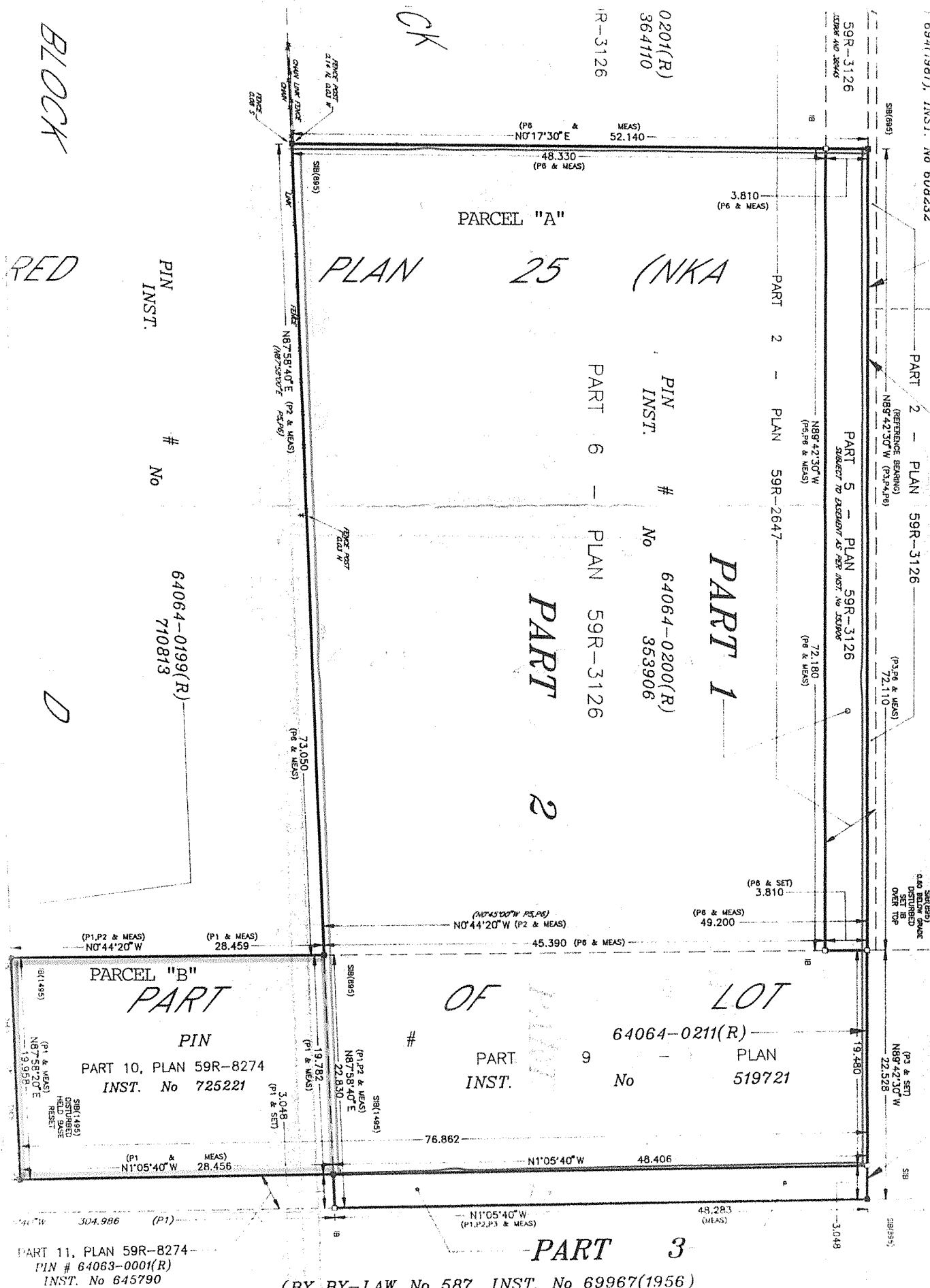
Vendor: The Corporation of the Town of Pelham

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- 3) This Offer is conditional upon the purchaser, at its own expense, prior to July 4, 2000:
 - a) Subject to the provisions below, obtaining any zoning or official plan amendments required on that piece of property purchased which is designated as parcel "B" on Schedule "B" in order to ensure that it will have the appropriate zoning to permit its intended use by the Purchaser;
 - b) Satisfying itself that it will be able to obtain a building permit to construct its proposed senior citizen's residential building and to enter into a site plan agreement with the Vendor; and
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- 4) The completion date for the Agreement shall be the earlier of 21 days after the building permit is available or August 1, 2000, whichever shall be the earlier.
- 5) In accordance with the Vendor's Development Charges By-law No. 2104 (1999), the Vendor agrees to defer the collection of two-thirds of the development charges applicable to the development to be paid by the Purchaser until six (6) months after the date the building permit is issued at which time the balance of said development charges shall be payable in full.
- 6) The purchaser acknowledges that the purchase price as set out in this agreement is based upon the Purchaser completing the construction of the building containing thirty-two (32) residential units. In the event that the Purchaser should complete the building at any time and it shall contain a number of units greater than thirty-two (32) then the Purchaser shall be obligated to pay the Vendor an amount equal to seven thousand five hundred dollars (\$7,500) multiplied by the number of units greater than thirty-two (32) up to a maximum of forty-four (44) units. The Purchaser consents to registration of restrictive covenant provisions ensuring the payment of the amount either in any site plan agreement entered into between the Vendor and the Purchaser or in a separate document on title to the subject property. For the purpose of this agreement, the term "unit" shall mean any unit contained in the building to be constructed on the subject property by the Purchaser which is used for residential purposes.
- 7) The Vendor shall be given the first right of refusal to purchase the property at any time after closing if the Purchaser should fail to proceed with its proposed development of the senior citizen's residential building on the property and should attempt to sell the property to any other person. In the event that the Purchaser should fail to proceed with the development of said building containing the minimum of thirty-two (32) units and should the Purchaser receive an offer to acquire the property (the "Offer") then it shall present said Offer to the Vendor and the Vendor shall have sixty (60) days after receipt of a copy of the Offer to deliver written notice to the Purchaser that the Vendor wishes to reacquire the subject property upon the term and conditions as set out herein. The Vendor shall have the right to purchase the property at an amount equal to the lesser of:
 - a) The purchase price set out in the Offer; or
 - b) \$240,000.00.
 - c) The Purchaser hereby consents to the registration on title to the subject property the right of first refusal in favour of the Vendor.

Purchaser: Fonthill Seniors Non-Profit Accomodation
Vendor: The Corporation of the Town of Pelham



STATION PIN # 64063-0001 STREET

ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 167 AND 168

FORMERLY MCGOMB'S LAND BY REGISTERED PLAN 25 (NKA 717)

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 1 pages

(3) Property Identifier(s)

Block

Property

Additional See Schedule ☐

Part of 64064-0200(R)

Part of 64064-0211(R)

(4) Nature of Document

Release of Option to Purchase/Right of First Refusal

(5) Consideration

Dollars \$

(6) Description

Part of Block C, Plan 717, designated as Part 1 on Plan 59R-10351, subject to an easement being Instrument No. 353906, Town of Pelham, Regional Municipality of Niagara, being part of PIN 64064-0200(R).

Part of Block C, Plan 717, and Part of Thorold Township Lot 168, Town of Pelham, Regional Municipality of Niagara, designated as Part 2 on 59R-10351 and being Part of PIN 64064-0200(R) and 64064-0211(R).

(7) This Document Contains:

(a) Redescription
New Easement ☐
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional Parties ☐ Other ☐

FOR OFFICE USE ONLY

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(8) This Document provides as follows:

The Corporation of The Town of Pelham hereby releases its interest of an unregistered option/right of first refusal for the purchase of lands dated the 1st day of May, 2000 and made between Fonthill Seniors Non-Profit Accommodation and The Corporation of The Town of Pelham, affecting the lands described in Box 6.

Fonthill Seniors Non-Profit Accommodation is one and the same entity as Fonthill Seniors Non-Profit Accommodation as described in Instrument No. 771753.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) Instrument No. 771753

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE

PER:

R. Beamer

2001 04 10

TOWN OF PELHAM

MAYOR - RALPH BEAMER

PER:

Cheryl Miclette

2001 04 10

CLERK - CHERYL MICLETTE

(11) Address for Service

Box 400, 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

55 Pelham Town Square
Fonthill, Ontario

(15) Document Prepared by:

LANCASTER MIX & WELCH
Barristers & Solicitors
Post Office Box 790
55 King Street
St. Catharines, Ontario L2R 6Z1
HET/ag

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

(1) Registry ☒Land Titles ☐

(2) Page 1 of 3 pages

(3) Property
Identifier(s)

Block

Property

Part of 64064 - 0200 (R)

Part of 64064 - 0211 (R)

Additional:
See
Schedule ☐

(4) Consideration

TWO HUNDRED FORTY THOUSAND

Dollars \$ 240,000.00

(5) Description

This is a: Property

Division ☒

Property

Consolidation ☐

Part of Block C, Plan 717, Town of Pelham, Regional Municipality of Niagara, designated as Part 1 on Plan 59R-10351, subject to an easement being instrument no. 353906 and being part of PIN 64064-0220 (R).

Part of Block C, Plan 717, and Part of Thorold Township Lot 168, Town of Pelham, Regional Municipality of Niagara, designated as Part 2 on Plan 59R-10351 and being Part of PIN 64064-0200 (R) and 64064-0211 (R).

(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 transferee is a legal entity as of the date of this instrument.

Name(s)

THE CORPORATION OF THE TOWN OF PELHAM

Signature(s)

Per: Ralph Beamer
Mayor- Ralph Beamer

Date of Signature

Y M D

2000 10 11

Per: Cheryl Maclette

Clerk: Cheryl Maclette

2000 10 11

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)

Signature(s)

Date of Signature

Y M D

(10) Transferor(s) Address
for Service

P.O. Box 400, 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0

(11) Transferee(s)

FONTHILL SENIORS NON-PROFIT ACCOMODATION

Date of Birth

Y M D

(12) Transferee(s) Address
for Service

194 Lockhart Drive, St. Catharines, Ontario L2T 1W4

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature

Y M D

Date of Signature

Y M D

Signature

Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act 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.

Name and
Address of
Solicitor

Date of Signature

Y M D

Signature

(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 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and
Address of
Solicitor

Date of Signature

Y M D

Signature

(15) Assessment Roll Number
of Property

Cty.

Mun.

Map

Sub.

Par.

Municipal Address of Property

(17) Document Prepared by:

BROOKS, BIELBY & SMITH
247 East Main Street
Welland, Ontario
L3B 3X1

Fees and Tax

Registration Fee

Land Transfer Tax



Additional Property Identifier(s) and/or Other Information

COVENANTS AND RESTRICTIONS THAT RUN WITH THE LAND

IN ACCEPTING DELIVERY of the within Transfer and as part of the consideration, the Transferee covenants and agree to assume the burden of and to observe and comply with the following covenants and restrictions, the burden of which shall run with the lands described in Box (5). This covenant shall be binding upon and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties.

1. The Transferee shall not construct a building containing more than thirty-two (32) units on the subject lands unless and until it pays to The Corporation of the Town of Pelham an amount equal to seven thousand five hundred dollars (\$7,500.00) multiplied by the number of units greater than thirty-two (32) up to a maximum of forty-four (44) units. The term "unit" shall mean any unit contained in the building constructed on the subject lands which is used for residential purposes.

BY (print names of all transferors in full) The Corporation of the Town of Pelham

TO (see instruction 1 and print names of all transferees in full) Fonthill Seniors Non-Profit Accomodation

I, (see instruction 2 and print name(s) in full) H.E. Thorsteinson

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;

☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;

☐ (c) A transferee named in the above-described conveyance;

☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) Fonthill Seniors Non-Profit Accomodation

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance

☐ contains at least one and not more than two single family residences.

☐ does not contain a single family residence.

☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:			
(a) Monies paid or to be paid in cash	\$	<u>240,000.00</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$	<u>Nil</u>	
(b) Mortgages (ii) Given back to vendor	\$	<u>Nil</u>	
(c) Property transferred in exchange (detail below)	\$	<u>Nil</u>	
(d) Securities transferred to the value of (detail below)	\$	<u>Nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	<u>Nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$	<u>Nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$	<u>240,000.00</u>	\$ <u>240,000.00</u>
(h) VALUE OF ALL CHATTELS - Items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$	<u>Nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$	<u>Nil</u>	
(j) TOTAL CONSIDERATION	\$	<u>240,000.00</u>	
5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)			
6. If the consideration is nominal, is the land subject to any encumbrance?			
7. Other remarks and explanations, if necessary.			

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable

Sworn before me at the City of St. Catharines
in the Regional Municipality of Niagara
this 11th day of October 19 2000

A Commissioner for taking Affidavits, etc. _____

signature(s) _____

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land

B. (i) Address of property being conveyed (if available) Station Street Pelham, Ontario

B. (ii) Assessment Roll No. (if available) _____

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 194 Lockhart Drive St. Catharines, Ontario L2T 1W4

D. (i) Registration number for last conveyance of property being conveyed (if available) _____

D. (ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☒ No ☐ Not known ☐

E. Name(s) and address(es) of each transferee's solicitor
LANCASTER MIX & WELCH, Barristers & Solicitors
Post Office Box 790, 55 King Street, St. Catharines, Ontario L2R 6Z1
HET/ag

For Land Registry Office Use Only

Registration No.

Registration Date

Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

(a) Are all individual transferees Roman Catholic? Yes ☐ No ☐

(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐

(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐

(d) If Yes, do all individual transferees wish to support the French Language Separate School? Yes ☐ No ☐

OFFICE OF THE:
MAYOR
CHIEF ADMINISTRATIVE OFFICER
CLERK
DIRECTOR OF FINANCIAL SERVICES
DIRECTOR OF OPERATIONS
DIRECTOR OF PLANNING SERVICES
DIRECTOR OF BUILDING & ENFORCEMENT SERVICES



THE CORPORATION OF THE
TOWN OF PELHAM

TEL. (905) 892-2607
FAX (905) 892-5055

POST OFFICE BOX 400
PELHAM MUNICIPAL BUILDING, 20 PELHAM TOWN SQUARE
FONTHILL, ONTARIO L0S 1E0

April 10, 2001

MR. R. BRUCE SMITH
BROOKS, BIELBY & SMITH
BARRISTERS & SOLICITORS
247 EAST MAIN STREET
P. O. BOX 67
WELLAND ON L3B 5N9

Dear Mr. Smith:

RE: Fonthill Seniors Non-Profit Accommodation
Release of Option to Purchase/Right of First
Refusal - 55 Pelham Town Square, Fonthill

As per your letter of April 2nd, 2001, enclosed herein duly signed and sealed by the Mayor & Clerk please find the Release of the Option to Purchase as prepared by the Solicitors for the Fonthill Seniors Non-Profit Accommodation.

Trusting this is to your satisfaction.

Yours very truly,

TOWN OF PELHAM

Cheryl Miclette, AMCT
Town Clerk

cm

Enclosures

BROOKS, BIELBY & SMITH

BARRISTERS & SOLICITORS

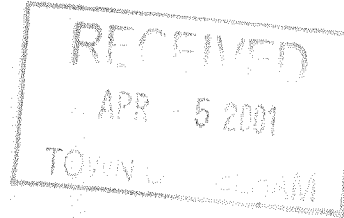
CONTINUING THE PRACTICE ESTABLISHED IN 1882

THOMAS A. BIELBY, B.A., LL.B.
R. BRUCE SMITH, B.A., LL.B.
THOMAS G. HANRAHAN, B.A., LL.B., Associate

GEOFFREY F. BROOKS, Q.C. - COUNSEL (Retired)

P. O. BOX 67
247 EAST MAIN STREET
WELLAND, ONTARIO
L3B 5N9
CANADA

TELEPHONE NO.: (905) 735-5684
FAX NO.: (905) 735-3340



April 2, 2001

The Corporation of the
Town of Pelham
P. O. Box 400
Fonthill, Ontario
L0S 1E0

Attention: Mr. Gord Cherney

Dear Sirs:

**RE: Fonthill Seniors Non-Profit Accommodation
Release of Option to Purchase/Right of First Refusal
55 Pelham Town Square, Fonthill, Ontario**

This letter is further to our last telephone conversation concerning this matter.

It appeared from the evidence of Ernie that the Fonthill Seniors Non-Profit Accommodation had commenced construction of the subject building and in fact when I discussed this with him they were at the stage of second floor. Therefore, since construction had started they had complied with the agreement of purchase and sale and as such we no longer had a right to exercise our Right of First Refusal.

Therefore, their solicitors prepared the Release of the Option to Purchase and forwarded it to us for execution.

Would you please have the Mayor and Clerk sign all three copies and return same to the undersigned as soon as possible.

I trust this is satisfactory and remain,

Yours very truly,
BROOKS, BIELBY & SMITH
PER:

A large, stylized handwritten signature in black ink, likely belonging to one of the solicitors.

RBS:pm
Encl.

FOR OFFICE USE ONLY

71753

71753

00 10 11 15 25

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry

X

Land Titles

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

Part of 64064 - 0200 (R)

Part of 64064 - 0211 (R)

Additional: See Schedule

(4) Nature of Document

Notice of Option to Purchase/Right of First Refusal

(5) Consideration

ONE Dollars \$ 1.00

(6) Description

Part of Block C, Plan 717, Town of Pelham, Regional Municipality of Niagara, designated as Part 1 on Plan 59R-10351, subject to an easement being instrument No. 353906 and being Part of PIN 64064-0200 (R).

Part of Block C, Plan 717 and Part of Thorold Township Lot 168, Town of Pelham, Regional Municipality of Niagara, designated as Part 2 on Plan 59R-10351 and being Part of PIN 64064-0200 (R) and 64064-0211 (R).

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch

(b) Schedule for:

Description

Additional Parties

Other

(8) This Document provides as follows:

NOTICE OF OPTION TO PURCHASE/RIGHT OF FIRST REFUSAL
(Pursuant to Section 22(8) of the Registry Act)

Notice is hereby given of an unregistered option/right of first refusal for the purchase of lands, dated the 1st day of May 2000 and made between Fonthill Seniors Non-Profit Accommodation, as Vendor and The Corporation of the Town of Pelham, as Purchaser, affecting the lands described in Box (6). The Option to Purchase/Right of First Refusal expires sixty (60) days after the Vendor has given the Purchaser a copy of a bona fide arms length offer to purchase the lands, which the Vendor is willing to accept, unless the Purchaser exercises its option within the sixty (60) days to purchase the lands or the Vendor fails to complete the offer to purchase which it has received. The Purchaser is prepared to produce the Option to Purchase/Right of First Refusal to which this relates for inspection by any person who can establish an interest in the lands.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF PELHAM
(Purchaser)

BROOKS, BIELBY & SMITH

by its solicitors

PER:

2000 10 01

BROOKS, BIELBY & SMITH

(R. Bruce Smith)

(11) Address for Service

P. O. Box 400, 20 Pelham Town Square, Fonthill, Ontario, L0S 1E0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

FONTHILL SENIORS NON-PROFIT ACCOMMODATION
(Vendor)

(13) Address for Service

(14) Municipal Address of Property

(15) Document Prepared by:

R. Bruce Smith
BROOKS, BIELBY & SMITH
247 East Main Street
Welland, Ontario
L3B 3X1

Fees and Tax

Registration Fee

Total

SCHEDULE

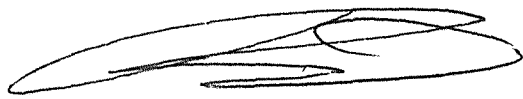
REGISTRY ACT
AFFIDAVIT OF GOOD FAITH UNDER SUBSECTION 22(8) OF THE ACT

In the matter of the registration of a Notice of Option to Purchase/Right of First Refusal under Section 22(8) of the Registry Act.

I, Bruce Smith, of the City of Welland, in the Regional Municipality of Niagara, Solicitor, make oath and say:

1. I am the solicitor for The Corporation of the Town of Pelham named in the attached Notice of Option to Purchase/Right of First Refusal and as such have knowledge of the matters hereinafter deposed to.
2. I verily believe that the Notice of Option to Purchase/Right of First Refusal was duly executed by the parties thereto and that nothing has been done to cause said agreement to become unenforceable at the date hereof.
3. The terms and particulars of the Notice of Option to Purchase/Right of First Refusal granted to The Corporation of the Town of Pelham are as set out in the notice.
4. The notice is not being registered for any fraudulent or improper purpose.

SWORN BEFORE ME at the City of)
Welland, in the Regional Municipality)
of Niagara, this 6th day of October ,)
2000.)



Brenda Jean Dixon
A COMMISSIONER, ETC.

Brenda Jean Dixon, a Commissioner,
etc., Regional Municipality of
Niagara, for Brooks, Bielby & Smith,
Barristers and Solicitors.
Expires July 27, 2003.

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

THIS AGREEMENT made this 11th day of October, 2000.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter referred to as the "Town"

- AND -

FONTHILL SENIORS NON-PROFIT ACCOMMODATION

hereinafter referred to as the "Owner"

WHEREAS the Owner has entered into an agreement of purchase and sale to purchase the lands from the Town as described in Schedule "A" (the "Lands");

AND WHEREAS after the Owner becomes the owner of the Lands it intends to construct a building containing a number of residential units for which construction the Owner shall be required to obtain a building permit;

AND WHEREAS the Owner has requested and the Town has agreed to defer the payment of a portion of the development charges in respect of the construction of the building upon certain terms and conditions contained herein;

AND WHEREAS section 27(1) of the *Development Charges Act, S.O. 1997, c. 27* and section 5(c) of the Town's Development Charges By-law No. 2104 (1999) permit the Town to enter into a written agreement providing for the payment of development charges on a date the Town deems appropriate;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The parties hereby warrant that the recitals are true.

2. The Town hereby consents to the deferral of payment of two-thirds of the total development charges applicable to the subject development and the building being constructed by the Owner (the "Deferral Amount") until six (6) months after the date the building permit has been issued by the Town.

3. The development charges shall be calculated at the current rate then existing at the time the application is made for the building permit.

4. One-third of the total development charges shall be paid prior to issuance of the building permit.

5. In the event the Deferral Amount is not paid by the Owner within six (6) months after the issuance of the building permit then, in addition to any other remedies available by law, the Town shall be permitted to collect the Deferral Amount in the same manner and with the same penalties as municipal taxes and enforce if necessary any security available to the Town.

6. This agreement may not be assigned or transferred by the Owner without the prior express written consent of the Town which said consent may be arbitrarily withheld.

7. This agreement shall enure to the benefit of and be binding upon the parties, their successors and permitted assigns.

8. The Owner hereby consents to the registration of this agreement on title to the Lands.

9. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands

3

and seals this // day of October, 2000.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE TOWN OF
) PELHAM

) PER: Philip Berman
) - Mayor

) PER: Leahy L. M. Little
) - Clerk

) FONTHILL SENIORS NON-PROFIT
) ACCOMMODATION

) PER: RW. Tighe

) PER: ES Bergenstein

S. Bergenstein