

THE CORPORATION OF THE
T O W N O F P E L H A M

BY-LAW NO. 2206 (2000)

Being a by-law to authorize the sale to Rocco and Dora Maida
those lands more particularly described in Schedule "A".

WHEREAS the Council of the Corporation of the Town of Pelham has determined that the
lands described in Schedule "A" are surplus to the Town's needs;

AND WHEREAS Council deems it necessary and desirable to dispose of the said lands;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF
PELHAM ENACTS AS FOLLOWS:

- (1) THAT the lands more particularly described in Schedule "A" be sold to Rocco and Dora Maida.
- (2) THAT the Mayor and Clerk be and are hereby authorized to execute all documents required to complete the sale of the subject lands.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
18TH DAY OF SEPTEMBER, 2000 A.D.


MAYOR RALPH BEAMER


CLERK CHERYL MICLETTE

SCHEDULE "A"
BY-LAW NO. 2205 (2000)

Parts 1 and 2 on Preliminary Plan 59R_____ Part of Block B according to Registered Plan No. 25 for the Village of Fonthill now known as Plan 717 in the Town of Pelham, Regional Municipality of Niagara.

Part of PIN 64063-0010 (R)

AGREEMENT OF PURCHASE AND SALE

PURCHASER, Rocco Maida & Dora Maida of (address) Hwy. #20 East, Fonthill offers to buy from The Corporation of the Town of Pelham, hereinafter referred to as the Vendor, that PROPERTY in the Town of Pelham, in the Regional Municipality of Niagara which is more particularly described as being:

Part 1 and 2 on reference Plan 59R-11187, on Schedule "A" attached, at the PURCHASE PRICE of Nine Hundred and Two Canadian Dollars (\$902.00) on the following terms:

1. Purchaser submits with this offer a One Hundred Dollar (\$100.00) bank draft or certified cheque payable to the Vendor as a deposit to be held by the Vendor pending completion or other termination of this Agreement and to be credited towards the Purchase price on completion.
2. Purchaser agrees to pay to the Vendor the balance of the Purchase Price, subject to adjustments, in cash, bank draft or by certified cheque on completion.
3. This agreement is conditional upon the Vendor passing the necessary by-law to authorize the sale of the subject property failing which this agreement shall be null and void and the Purchaser's deposit shall be refunded in full.
4. Purchaser agrees that this Offer shall be irrevocable by him until 11:59 p.m. on the 19th day of October, 2000, 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 the 31st day of October, 2000. Upon completion, vacant possession of the property shall be given to Purchaser.
6. Purchaser shall be allowed until five (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 and that its present use, vacant land, may be lawfully continued.
7. Provided that the title to the property is good and free from all encumbrances except for any registered restrictions or covenants that run with the land provided that such are complied with, and except for any easements to a municipality or a supplier of utility service including, without limitation, electricity, water, sewer, gas, telephone or cable television, and except for any easements or other encumbrances mentioned in this agreement, if within the time allowed for examining the title, any valid objection to title, or to the fact the said present use may not lawfully be continued 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 the deposit shall be returned in full without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, 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 condition, express or implied, 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 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 registered or deposited in the Land Registry Office.
11. The property and all other things being purchased shall be and remain until completion at the risk of Vendor.
12. Rents, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the date of completion (the day itself to be apportioned to Purchaser).

13. 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 the Vendor.
14. 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.
15. 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.
16. 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.
17. Purchaser acknowledges that if this transaction is subject to Goods and Services Tax (GST) pursuant to the Excise Tax Act (Canada), then such GST shall be in addition to and not included in the Purchase Price, and GST shall be collected and remitted in accordance with applicable registration.
18. Purchaser acknowledges the lands are being conveyed subject to a permanent easement in favour of the Regional Municipality of Niagara for the operation and maintenance of a sanitary forcemain, and agrees to take title subject to same.
19. The Vendor does not warrant as to the environmental condition of the property and the Purchaser accepts the property as is.
20. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, trustees, successors and permitted assigns.

DATED at Niagara Falls this 11th day of October, 2000.

SIGNED, AND DELIVERED)

in the presence of)

[Signature])

[Signature])

[Signature]
(Purchaser)

[Signature]
(Purchaser)

The CORPORATION OF THE TOWN OF PELHAM accepts the above offer.

DATED at Fonthill this 12 day of October, 2000.

SIGNED, SEALED AND DELIVERED)

in the presence of)

THE CORPORATION OF THE TOWN OF PELHAM

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[Signature]
Mayor Ralph Beamer

[Signature]
Clerk Cheryl Miclette

SCHEDULE 'A'

LEGAL DESCRIPTION

Part of Block B according to Plan No. 25 for the Village of Fonthill now known as Plan 717 in the Town of Pelham, Regional Municipality of Niagara, Parts 1 and 2 on Reference Plan 59R - 11187.